

**NOTICE - SWEETWATER COUNTY  
BOARD OF COUNTY COMMISSIONERS  
WILL MEET IN REGULAR SESSION  
Tuesday, August 6, 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: 7-16-13

**ACCEPTANCE OF BILLS**

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

**COMMISSIONER COMMENTS/REPORTS**

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

**COUNTY RESIDENT CONCERNS**

**9:30**

**ACTION/PRESENTATION ITEMS**

**9:40** Parks & Recreation Board Appointment

**9:45** Request Approval of 2013 Mill Levies

**9:50** Request Approval to Replace Vacant Position  
in Attorney's Office

**9:55** David Allison's Contract Extension- Public Lands

**10:05** Approval of Human Service Contracts

- 10:10** GAL and Court Library Discussion
- 10:25** Approval of the Enhanced Air Service Cooperative Agreement
- 10:30** Federal Grant- Rehabilitate Runway 3/21
- 10:45** Request to Replace the 2009 Dodge 250 Animal Control Truck
- 10:55** Approval of the Project Safe Neighborhoods Grant Award
- 11:00** Approval of the High Intensity Drug Trafficking Area (HIDTA) 52% Grant Award
- 11:05** Approval of the FY 2014 Services to Victims of Crime Grant Documents
- 11:15** Award of the 2013 Paint Striping Contract
- 11:20** Renewal of BLM Right of Way Grant WYW82646
- 11:25** Application to BLM to Amend Existing BLM ROW Grant for Realignment (1750 feet) of County Road 4-17 (Chilton Road)
- 11:30** Tax Anticipation Agreement between Rock Springs National Bank, Fair Board and SWCO
- 11:40** Potential Revision in Museum Budget

### **LUNCH**

### **PUBLIC HEARING**

- 1:30** Certification of Wind Energy Conversion System Regulations

### **ACTION/PRESENTATION ITEMS CONTINUED**

- 2:15** Request Funding for Clearview Improvement and Service District
- 2:45** Acceptance of MOA from City of Rock Springs

**OTHER**

**3:00**

**EXECUTIVE SESSION(S) AS NEEDED**

**ADJOURN**





July 16, 2013  
Green River, WY

The Board of County Commissioners met this day at 8:30 a.m. in Regular Session with all commissioners present. The meeting opened with the Pledge of Allegiance. Chairman Johnson announced that Deputy County Attorney Cliff Boevers would not be in attendance but County Attorney Marc Dedenbach would be available for two agenda items.

**Approval of Agenda**

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

**Approval of Minutes 7-2-13**

Chairman Johnson requested to clarify, under his Commissioner Comments, that he was authorizing the FFA to allow Dynamic Aviation, Inc. to fly and not authorizing them to apply insecticides as weed and pest had that authority. *Commissioner West moved to approve the minutes. Commissioner Bailiff seconded the motion.* With no discussion, the motion was approved unanimously.

**Acceptance of Bills**

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

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

WARR#	NAME	DEPT	TOTAL
55503	Jury Witness Fees	Clk Dist Crt	46.95
4	Jury Witness Fees	Clk Dist Crt	63.90
5	Jury Witness Fees	Clk Dist Crt	80.85
6	Jury Witness Fees	Clk Dist Crt	46.95
7	Jury Witness Fees	Clk Dist Crt	31.95
8	Jury Witness Fees	Clk Dist Crt	46.95
9	Jury Witness Fees	Clk Dist Crt	46.95
55510	Jury Witness Fees	Clk Dist Crt	234.75
1	Jury Witness Fees	Clk Dist Crt	30.00
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	234.75
5	Jury Witness Fees	Clk Dist Crt	46.95
6	Jury Witness Fees	Clk Dist Crt	30.00
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	234.75
55520	Jury Witness Fees	Clk Dist Crt	46.95
1	Jury Witness Fees	Clk Dist Crt	234.75
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	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
55530	Jury Witness Fees	Clk Dist Crt	234.75
1	Jury Witness Fees	Clk Dist Crt	234.75
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	46.95
5	Jury Witness Fees	Clk Dist Crt	30.00
6	Jury Witness Fees	Clk Dist Crt	234.75
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	150.00
55540	Jury Witness Fees	Clk Dist Crt	150.00
1	Jury Witness Fees	Clk Dist Crt	30.00
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	46.95
5	Jury Witness Fees	Clk Dist Crt	86.50
6	Jury Witness Fees	Clk Dist Crt	30.00
7	Jury Witness Fees	Clk Dist Crt	30.00
8	Jury Witness Fees	Clk Dist Crt	234.75
9	Jury Witness Fees	Clk Dist Crt	46.95
55550	Jury Witness Fees	Clk Dist Crt	46.95
1	Jury Witness Fees	Clk Dist Crt	30.00
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	46.95
5	Jury Witness Fees	Clk Dist Crt	30.00
6	Jury Witness Fees	Clk Dist Crt	30.00

7	Jury Witness Fees	Clk Dist Crt	30.00
8	Jury Witness Fees	Clk Dist Crt	46.95
9	Jury Witness Fees	Clk Dist Crt	432.50
55560	Jury Witness Fees	Clk Dist Crt	30.00
1	Jury Witness Fees	Clk Dist Crt	30.00
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	31.95
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	150.00
8	Jury Witness Fees	Clk Dist Crt	30.00
9	Jury Witness Fees	Clk Dist Crt	46.95
55570	Jury Witness Fees	Clk Dist Crt	46.95
1	Jury Witness Fees	Clk Dist Crt	46.95
55572	Brady's Auto Body Shop	Risk Mngmt	-
55577	Bank Of The West	Gen Accts	653.06
8	Bank Of The West	Gen Accts	1,175.87
9	Capital Business Systems	Shrf Emg Mgt	3.00
55580	Centurylink	Commiss, Clk, Treas, Shrf, Co Atrny, Grants Proj, GR Cir Court, IT Dept, Clk Dist Crt, Flt Veh Main, Comm Dev&Eng, Human Resour, Purchasing	174.52
1	Centurylink	Assess, Juv Prob, Road & Bridg, Elect, Grants Admin, Land Use, RS Off Bld A, Shrf Emg Mgt, Fire Marshal, RS Mnt/C Pur, Comm Nur-Hom	736.77
2	City Of Green River	GR Fcl Mt CH, GR Cir Court, GR Rsvlt Mai, GR Wrhs Main, GR Rd & Brdg, GR JV Maint	2,026.74
3	City Of Green River	GR Rsvlt Mai	593.02
4	Rock Springs Municipal Ut	Fire Marshal, RS Rd & Brdg, RS Veh Maint, Thmpsn Bld A, RS Off Bld A, Att Bld 731C, Facil 731C C, Shrf Dtn Mnt, JV 731 Bld D, RS 333 Bdwy	6,133.64
5	Rocky Mtn Power	GR JV Maint, GR Cir Court, GR Rsvlt Mai, GR Fcl Mt CH	2,431.27
6	Shepard Construction Inc	Capital Proj	-
7	Sweetwater Television Co	Shrf Dtn Mnt	104.14
8	Union Telephone Company Inc	Elect	44.71
9	Verizon Wireless	Shrf Emg Mgt	227.84
55590	Wells Fargo	Shrf Dtn Mnt, Shrf	119.66
1	Wells Fargo	Shrf Dtn Mnt, Shrf	248.81
2	Wells Fargo	Shrf Dtn Mnt, Shrf	514.79
3	Wells Fargo	Shrf, Shrf Dtn Mnt	1,953.34
4	Wells Fargo	Shrf	5,121.87
5	Wyoming Waste Services -	Shrf Dtn Mnt	585.05
6	Bridger Valley Electric Assn	Fire Marshal, Farson R & B	138.57
7	Centurylink	Treas, Assess, Shrf, Co Atrny, Juv Prob, Grants Proj, GR Cir Court, IT Dept, Clk Dist Crt, Road & Bridg, Flt Veh Main, Elect, Comm Dev&Eng	337.80
8	Centurylink	Commiss, Clk, Shrf Dtn Mnt, Human Resour, Purchasing, Grants Admin, Land Use, RS Off Bld A, Shrf Emg Mgt, Fire Marshal, Vet Services, Comm Nur-Hom	456.17
9	Directv	Shrf Emg Mgt	17.00
55600	Neopost Usa Inc	Gen Co Admin	444.26
1	Pitney Bowes Inc	Shrf Dtn Mnt	189.50
2	Rocky Mtn Power	RS Rd & Brdg, Shrf Dtn Mnt, RS Mnt/C Pur, Comm Dev&Eng	8,450.93
3	Sears Commercial One	Shrf Emg Mgt, Fire Marshal	1,224.04
4	Sweetwater Television Co	Shrf Emg Mgt, Shrf	57.95
5	Wex Bank	Flt Veh Main, Road & Bridg	4,855.55
55606	Wyoming Waste Services -	RS Veh Maint, RS Off Bld A, Thmpsn Bld A, RS Mnt/C Pur	608.03
<b>*55608</b>	<b>Bank Of The West</b>	<b>Gen Accts</b>	<b>195.47</b>
9	Ace Hardware	Shrf Dtn Mnt	351.65
55610	Affiliated Benefits	Intr Gv Pool	1,340.00
1	Airgas Usa Llc	Flt Veh Main	20.03
2	Allen MD PC, Patrick C	Coroner	2,080.00
3	Allen, Cheryl	Vet Services	724.04
4	Autospa Inc	Shrf	14.15
5	Behavioral Interventions	Grants Proj	223.30
6	Bentley Systems Inc	Comm Dev&Eng	3,280.00
7	Buckboard Marina	Shrf	233.27
8	Carrier Corporation	Shrf Dtn Mnt	14,700.71

9	Carver M.D., John D	Coroner	1,040.00
55620	Castillon D.D.S., A. Bryce	Shrf Dtn Mnt	2,054.00
1	Chemical Testing Program	Shrf, Grants Proj	3,128.00
2	Chief Supply Corporation	Fire Marshal	35.60
3	City Of Rock Springs	Shrf Dtn Mnt	25.00
4	Climb Wyoming	Grants Proj	1,816.49
5	Communication Technologies	Shrf Emg Mgt	200.00
6	Creative Culture Insignia	Shrf	790.00
7	Delta Dental	Intr Gv Pool	31,612.30
8	Desert View Animal Hospital	Shrf	57.88
9	F B McFadden Wholesale Co	Shrf Dtn Mnt	5,376.12
55630	Fedex	Purchasing	24.86
1	Fire Engineering Company	Shrf Dtn Mnt	5,038.00
2	Harrington & Company	Shrf Dtn Mnt	65.00
3	High Security Lock & Alarm	Shrf Dtn Mnt	150.00
4	Holiday Inn Casper	Commiss	87.95
5	Homax Oil Sales Inc	Flt Veh Main	2,221.03
6	Johnson, Wally J	Commiss	922.34
7	Kootenai County Idaho	Shrf Dtn Mnt	750.00
8	Law Offices Of Nathan W J	Public Defnd	1,200.00
9	Lewis And Lewis Inc	Capital Proj	22,002.00
55640	Lincare Inc	Shrf Dtn Mnt	416.00
1	Little America - Cheyenne	Commiss	107.95
2	Major League Screen Print	Assess	246.50
3	Manpower	GR Fcl Mt CH	2,210.46
4	Matthew Bender & Co Inc	Co Atrny, Clk Dist Crt	1,019.87
5	Meadow Gold Dairy	Shrf Dtn Mnt	1,032.72
6	Memorial Hospital Of SW	Shrf Dtn Mnt, Title 25	61,854.43
7	Nicholas & Company	Shrf Dtn Mnt	1,737.15
8	Office Outlet	Vet Services	2,035.08
9	Quiznos	Intr Gv Pool	81.54
55650	R & D Sweeping & Asphalt	Capital Proj	13,544.12
1	R S Refrigeration Supply	Shrf Dtn Mnt	-
2	Red Desert Roundup Rodeo	Fire Marshal	35.00
3	Riverside Nursery	Shrf Dtn Mnt	187.96
4	Rock Springs Chamber Of C	Commiss, Gen Accts	593.11
5	Rock Springs Newspapers Inc	Gen Co Admin, Human Resour, Capital Proj	931.86
6	Rock Springs Newspapers Inc	Gen Co Admin, Capital Proj	4,234.63
7	Rock Springs Newspapers Inc	Shrf	66.36
8	Sherman, Stacey	Vet Services	488.64
9	Skaggs Companies	Shrf, Shrf Dtn Mnt	1,153.70
55660	Skaggs Companies	Shrf, Shrf Dtn Mnt	349.95
1	Smyth Printing Inc	Shrf Dtn Mnt	397.80
2	Sterling Communications	Shrf, Fire Marshal	4,400.00
3	Sub-Lets Inc	Grants Proj	51.50
4	Subway	Intr Gv Pool	60.42
5	Sw-Wrap	Grants Proj	1,336.95
6	Sweetwater Co School Dist	Grants Proj	3,809.50
7	Sweetwater County Health	Comm Nur-Hom	105,625.83
8	Sweetwater Trophies	Shrf, Shrf Dtn Mnt, Clk Dist Crt	188.41
9	Sweetwater Urology	Shrf Dtn Mnt	4,802.70
55670	Thomson Reuters-West Paym	Clk Dist Crt	3,736.50
1	Tomich, Joseph	Shrf	12.00
2	Tyler Technologies Inc	Capital Proj	10,023.84
3	U S Foods Inc	Shrf Dtn Mnt	3,781.07
4	United Site Services	RS R&B Lagoo, Wamsuttr R&B	332.08
5	Vaughn's Plumbing & Heating	Shrf Dtn Mnt	453.41
6	Wilkerson IV MD PC, James	Coroner	2,080.00
7	Williams Scotsman Inc	Shrf	302.92
8	Wyoming Assoc Animal Cont	Shrf	30.00
9	Wyoming Law Enforcement	Shrf	325.00
55680	Wyoming State Fire Marshal	Fire Marshal	468.67
1	Wyoming State Forestry Dist	Fire Marshal	5,241.70
2	Young At Heart Senior Cit	Grants Proj	2,983.69
3	YWCA Of Sweetwater County	Grants Proj	2,522.73
GRAND TOTAL			\$492,737.35

The following unlisted warrants are payroll warrants: 55573-55576, 55607. Voucher 55608 in the amount of 195.47 will not be approved until the next BOCC meeting. Grand total does not reflect that amount.

The following bonds were placed on file:

Donna Little-Kaumo                      Sweetwater County School District # 2, Superintendent                      \$100,000.00

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TAXPAYER	VALUATION	TAXPAYER	VALUATION
WHITING PETROLEUM CORP	-95	VALDEZ ALFREDO	-420
MERIT ENERGY CO	-1,656,721	VALDEZ ALFREDO	418
MERIT ENERGY CO	-84,213	VALDEZ ALFREDO	-380
MERIT ENERGY CO	-4,662	VALDEZ ALFREDO	-374
MERIT ENERGY CO	-5,538	VALDEZ ALFREDO	-397

MERIT ENERGY CO	-6,030	VALDEZ ALFREDO	-396
MERIT ENERGY CO	-563	THORTON MIKE	-399
MERIT ENERGY CO	-60,705	THORTON MIKE	-418
HATCH JESSE	-1,821	THORTON MIKE	-389
ALLEN RAMONA	-4,210	THORTON MIKE	-407
M & M EQUIPMENT CO INC	-387	THORTON MIKE	-410
HARRISON JACKIE	-4,290	THORTON MIKE	-407
BROTHERS CONST	-1,829	THORTON MIKE	-361
BROTHERS CONST	-1,614	THORTON MIKE	-358
BROTHERS CONST	-1,300	THORTON MIKE	-380
RJ HERBST CONST INC	-2,855	THORTON MIKE	-379
RJ HERBST CONST INC	-1,775	VOLCIC MOBILE HOME SALES	-3,566
RJ HERBST CONST INC	-2,636	VOLCIC MOBILE HOME SALES	-3,433
INDUSTRIAL COMMUNICATIONS	-377	RAINES DARON	-338
INDUSTRIAL COMMUNICATIONS	-337	RAINES DARON	-332
INDUSTRIAL COMMUNICATIONS	-280	RAINES DARON	-352
INDUSTRIAL COMMUNICATIONS	-227	ROACH HAL	-320
INDUSTRIAL COMMUNICATIONS	-179	ROACH HAL	-320
INDUSTRIAL COMMUNICATIONS	-160	ROACH HAL	-152
INDUSTRIAL COMMUNICATIONS	-158	ROACH HAL	-150
THE LAST STAND	-1,727	ROACH HAL	-159
GALE LACI	-387	ROACH HAL	-159
CARMINE GENILLA GAIL	-314	ANDERSON COLTON & DELSA	-2507
CARMINE GENILLA GAIL	-333	ANDERSON COLTON & DELSA	-2319
CARMINE GENILLA GAIL	-333	ANDERSON COLTON & DELSA	-2011
CARMINE GENILLA GAIL	-393	ANDERSON COLTON & DELSA	-1872
TRAILS WEST	-786	ZUEHLSDORFF DWIGHT	-225
TRAILS WEST	-794	DESELVA DENIS G	-317
STOVAL CHESTER & PAGE	-342	MACIAS MIGUEL	-268
STOVAL CHESTER & PAGE	-389	MACIAS MIGUEL	-285
STOVAL CHESTER & PAGE	-399	WURM BILLY	-418
STOVAL CHESTER & PAGE	-399	WURM BILLY	-420
STOVAL CHESTER & PAGE	-408	WURM BILLY	-418
STOVAL CHESTER & PAGE	-342	WURM BILLY	-380
STOVAL CHESTER & PAGE	-361	WURM BILLY	-367
STOVAL CHESTER & PAGE	-380	WURM BILLY	-389
STOVAL CHESTER & PAGE	-351	RODDA STEVEN H & STACIE M	-585
STOVAL CHESTER & PAGE	-359	RODDA STEVEN H & STACIE M	-634
STOVAL CHESTER & PAGE	-360	RODDA STEVEN H & STACIE M	-624
STOVAL CHESTER & PAGE	-359	RODDA STEVEN H & STACIE M	-661
STOVAL CHESTER & PAGE	-314	MONTOYA VINCENT	-606
STOVAL CHESTER & PAGE	-309	NORTON DAISY D	-440
STOVAL CHESTER & PAGE	-327	NORTON DAISY D	-444
STOVAL CHESTER & PAGE	-327	NORTON DAISY D	-393
STOVAL CHESTER & PAGE	-330	NORTON DAISY D	-387
SMITH DEBRA	-424	NORTON DAISY D	-410
PENROD LANDON	-424	MAKINEN CLAUDIA	-424
TYLER CLARICE & EDWARD	-105	MAKINEN CLAUDIA	-420
TYLER CLARICE & EDWARD	-28	MAKINEN CLAUDIA	-425
TYLER CLARICE & EDWARD	-29	MAKINEN CLAUDIA	-391
TYLER CLARICE & EDWARD	-29	MAKINEN CLAUDIA	-385
TYLER CLARICE & EDWARD	-29	FELLARS JIM	-294
TYLER CLARICE & EDWARD	-29	FELLARS JIM	-302
DRAPER STEPHEN	-419	FELLARS JIM	-300
DRAPER STEPHEN	-444	FELLARS JIM	-302
DRAPER STEPHEN	-444	FELLARS JIM	-239
DRAPER STEPHEN	-448	FELLARS JIM	-235
DRAPER STEPHEN	-365	FELLARS JIM	-249
DRAPER STEPHEN	-297	LECAIN GORDON E	-265
DRAPER STEPHEN	-297	LECAIN GORDON E	-261
DRAPER STEPHEN	-300	ANDERSON TINA	-370
MARTINEZ BLANCA	-114	ANDERSON TINA	-389
MARTINEZ BLANCA	-123	ANDERSON TINA	-361
MARTINEZ BLANCA	-123	ANDERSON TINA	-373
MARTINEZ BLANCA	-114	ANDERSON TINA	-370
MARTINEZ BLANCA	-122	ANDERSON TINA	-374
MARTINEZ BLANCA	-120	ANDERSON TINA	-332
MARTINEZ BLANCA	-123	ANDERSON TINA	-327
MARTINEZ BLANCA	-189	HUMES THERESA DIANE	-359
MARTINEZ BLANCA	-186	HUMES THERESA DIANE	-314
MARTINEZ BLANCA	-198	HUMES THERESA DIANE	-309
MARTINEZ BLANCA	-197	MAURER PAUL JR	-361
COOK DEAN T & SUSAN	-1,903	MAURER PAUL JR	-389
COOK DEAN T & SUSAN	-1,943	MAURER PAUL JR	-351
COOK DEAN T & SUSAN	-1,768	MAURER PAUL JR	-365
COOK DEAN T & SUSAN	-1,682	MAURER PAUL JR	-370
COOK DEAN T & SUSAN	-1,681	MAURER PAUL JR	-365
MARTINEZ RAMIRO	-261	MAURER PAUL JR	-320
MARTINEZ RAMIRO	-257	MAURER PAUL JR	-315
MARTINEZ RAMIRO	-272	KJ MOBILE HOMES	-2604
MARTINEZ RAMIRO	-272	KJ MOBILE HOMES	-2463
VALDEZ ALFREDO	-465	HARRISON JACKIE	-4290
VALDEZ ALFREDO	-427	DAVIS CONSTRUCTION	-1515
VALDEZ ALFREDO	-418	DAVIS CONSTRUCTION	-1400

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**Public Hearing**

**Approval of the Sweetwater County Judicial Planning Grant Application and Related Documents**

Grants Manager Krisena Marchal presented Resolution 13-07-GR-01 for the Sweetwater County Judicial Planning Grant Application. Following discussion, Chairman Johnson opened the public hearing, and, hearing no comments, the hearing was closed. *Commissioner West moved to approve Resolution 13-07-GR-01. Commissioner Kolb seconded the motion.* With no discussion, the motion was approved unanimously.

**RESOLUTION 13-07-GR-01  
COMMUNITY DEVELOPMENT BLOCK GRANT  
SWEETWATER COUNTY JUDICIAL PLANNING GRANT APPLICATION**

A Resolution authorizing the submittal of a Community Development Block Grant (CDBG) application to the Wyoming Business Council for the purpose of developing a comprehensive Judicial Development Plan under the Community Development Planning Grant Category.

WHEREAS, the Governing Body for Sweetwater County desires to meet the short and long-term justice needs of the community by developing a Sweetwater County Judicial Development Plan which would improve the civil and criminal justice system and benefit the community, including low and moderate income families; and

WHEREAS, the Governing Body for Sweetwater County wish to partially finance the project with funding from a CDBG grant; and

WHEREAS, a public hearing was duly advertised on July 6, 2013 and held on July 16, 2013 to gather public input about this project and the Community Development Block Grant Program.

NOW, THEREFORE, BE IT RESOLVED BY THE Governing Body for Sweetwater County, that a Planning CDBG grant application in the amount of \$25,000 will be submitted to the Wyoming Business Council with a minimum match of \$25,000 being provided by Sweetwater County.

BE IT FURTHER RESOLVED that the Chairman of the Sweetwater County Commission, as the chief elected official, and/or his duly appointed representative, will be the authorized representative of the Governing Body for Sweetwater County to act on matters relating to this grant application.

PASSED, APPROVED AND ADOPTED THIS 16<sup>th</sup> day of July, 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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Grants Manager Krisena Marchal requested a motion to approve, and authorize the Chairman to sign, the Title I Certification for the Sweetwater County Judicial Planning Grant Application. *Commissioner West moved to approve, and authorize the Chairman to sign, the Title I Certification for the Sweetwater County Judicial Planning Grant Application. Commissioner Bailiff seconded the motion.* With no discussion, the motion was approved unanimously.

**Commissioner Comments/Reports**

**Commissioner Van Matre**

Commissioner Van Matre explained that he had the opportunity to work with the IT department and that the IT Department is looking at hardware, software and the sound system within the commissioner's chambers. Commissioner Van Matre explained that IT continues to look at needs to accommodate agencies that will be moving into the 333 Broadway building. Commissioner Van Matre reported that he has reviewed applications received for the VSO Director position and noted that interviews will be conducted soon. Commissioner Van Matre further reported that he attended the Museum Board meeting. Commissioner Van Matre noted that Grants Manager Krisena Marchal is ahead of schedule on the reporting of grants for the audit and is working with the Juvenile Services Board and the SWCO Tripartite Board to ensure compliance. Lastly, Commissioner Van Matre announced that he volunteered at the National High School Rodeo. Chairman Johnson commented on the feedback that was provided relative to concerns from last year with congestion and noted that this year was handled very well.

### **Commissioner West**

Commissioner West requested that IT look into the cost of getting better hardware, power availability and Wi-Fi to accommodate those who wish to utilize their laptops in the commissioner's chambers. Commissioner West noted that Memorial Hospital had a tour of the medical office building and expressed how impressive the building is. Commissioner West expressed that there continues to be issues with the Affordable Health Care Act as well as concerns about declining reimbursements and what the future is going to hold. Commissioner West explained that Memorial Hospital of Sweetwater County has been collaborating with Castle Rock. Commissioner West noted that he met with former Castle Rock CEO John Ferry who expressed his concerns relative to the convalescent center and they may look to the county for financial assistance in the future. Commissioner West announced that he attended the National High School Finals Rodeo and noted that he met with several people who commented that they had a great time and were received warmly and were surprised at the amenities in town. Commissioner West explained that Facilities Manager Chuck Radosevich would not be attending the commissioner's board meeting due to an issue at the Rock Springs CDC building pertaining to a fire hydrant. Commissioner West explained that design, development and drawings for 333 Broadway are expected to be done in July and, at that time, he will meet with the committee to wrap up. Lastly, Commissioner West expressed that the county has used the same auditor for a number of years and stated that, while serving on other boards, it was recommended to go out to bid every 3 years. Following discussion, Chairman Johnson entertained a motion to authorize the clerk to go out for proposals in a timely fashion for the next audit. ***Commissioner West so moved. Commissioner Kolb seconded the motion.*** Following discussion clarifying that the proposals would be for FY 2014, the motion was approved unanimously.

### **Commissioner Bailiff**

Commissioner Bailiff reported that he attended the STAR Transit Board meeting and noted that the comp-time resolution is ongoing. Commissioner Bailiff further reported that he attended the Library Board meeting and addressed a citizen concern relative to the air conditioning at White Mountain Library. Lastly, Commissioner Bailiff acknowledged that Dr. Shelly Wall announced her resignation for her recent appointment to the Parks and Recreation Board.

### **Commissioner Kolb**

Commissioner Kolb reported that the National High School Rodeo is going along much better than last year and people are becoming more familiar with what needs to be done. Commissioner Kolb noted that he spoke with Grants Manager Krisena Marchal, Public Works Director John Radosevich, Land Use Director Eric Bingham, Deputy County Attorney Cliff Boevers, County Treasurer Robb Slaughter and County Clerk Dale Davis. Commissioner Kolb reported that he, along with Chairman Johnson, attended an informal meeting with the CDC. Commissioner Kolb announced that he has been involved with the airport water project. Chairman Johnson announced that the commission will be attending the National High School Finals Rodeo Governors Reception on July 17th.

### **Chairman Johnson**

Chairman Johnson expressed that it is an honor to host the National High School Finals Rodeo and it provides great economic benefits to Sweetwater County. Chairman Johnson reported that he met with Federal Agencies and noted that the meeting went well. Chairman Johnson reported that the CDC building in Green River is completed but the Rock Springs building is not yet complete. Chairman Johnson spoke that he met with Wyoming Wildlife Group and the Muley Fanatics relative to the Little Mountain area. Chairman Johnson noted that he met with Green River Mayor Castillon and Rock Springs Mayor Demshar. Chairman Johnson announced that he has been asked to testify in front of the EPA relative to the Haze Rule being implemented in the State of Wyoming and both he and Land Use Specialist Mark Kot have been working on a formal reply.

## **County Resident Concerns**

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

## **Action/Presentation Items**

### **Approval of the Countywide Consensus Block Grant Award and Certification Statement**

Grants Manager Krisena Marchal presented the Countywide Consensus Block Grant Award # CWC-13290. Following discussion, ***Commissioner Kolb motioned to accept the Countywide Consensus Block Grant Award # CWC-13290. Commissioner West seconded the motion.*** With no discussion, the motion was approved unanimously.

Grants Manager Krisena Marchal requested a motion to approve, and authorize the Chairman to sign, the Certification Statement for the Countywide Consensus Block Grant Award. Chairman Johnson entertained a motion to approve, and authorize the Chairman to sign, the Certification Statement for the Countywide Consensus Block Grant Award. ***Commissioner West so moved. Commissioner Van Matre seconded the motion.*** With no discussion, the motion was approved unanimously.

Ms. Marchal requested the commission's direction relative to pursuing a Mineral Royalty Grant for a fire truck and/or for the Health and Human Services Building. Ms. Marchal explained that the MRG grant application is due at the beginning of September and it would not be reviewed by SLIB until January, 2014. Ms. Marchal further explained that no expenses could be incurred prior to grant approval, and the MRG grant project would require a 50% match. Ms. Marchal explained that they had looked at other funding options for the Health and Human Services Building such as a downtown grant through the Wyoming Business Council for capital construction and explained that the project did not qualify, and recommended to lobby for more consensus money. Ms. Marchal explained that the commission would

need to prioritize the projects if they submitted several MRG grant applications. Following discussion, the commission concurred to go after the MRG money only for the fire truck.

### **Break**

Chairman Johnson called for a fifteen minute break.

### **Commissioner Approval of Circuit Court Magistrates**

Circuit Court Judge John Prokos requested approval to appoint several part-time magistrates to serve the Circuit Court for the Third Judicial District. Following discussion, Chairman Johnson read the recommended magistrates aloud to include: Michael Newman, G. Scott Nelson, Karen Marty, Stewart Toolson and Sue Kearns. *Commissioner West moved to approve the request. Commissioner Kolb seconded the motion.* With no discussion, the motion was approved unanimously.

### **Approval of Engagement Letter for FY 2013 Audit**

Accounting Manager Bonnie Phillips presented the engagement letter for the FY 2013 audit. Commissioner West explained that the county has used the same auditing firm for years and the commission agreed to send RFP's for FY 2014. Commissioner West expressed that the current auditors have done a good job but noted that it is good to have transparency. Following discussion, *Commissioner Van Matre moved to accept the Sweetwater County engagement letter for FY 2013 audit and authorize the Chairman to sign. Commissioner Kolb seconded the motion.* With no discussion, the motion was approved unanimously.

### **Publication of Gross Salaries for Sweetwater County dated July, 2013**

Deputy County Clerk Vickie Eastin presented the publication of gross salaries for Sweetwater County dated July, 2013. Following discussion, Chairman Johnson entertained a motion to approve the publication of gross salaries for Sweetwater County dated July, 2013. *Commissioner Bailiff so moved. Commissioner Kolb seconded the motion.* With no discussion, the motion was approved unanimously.

### **Airport Board Appointment (5 Year Term)**

Following discussion, *Commissioner Kolb moved to nominate James Wamsley to the Airport Board. Commissioner West seconded the motion.* With no discussion, the motion was approved unanimously.

### **Skywest- Minimum Revenue Guarantee Grant Agreement**

Rock Springs/Sweetwater County Airport Manager Terry Doak presented the Skywest Minimum Revenue Guarantee Grant Agreement. Following discussion, Chairman Johnson entertained a motion to approve the document and authorize the Chairman to sign. *Commissioner Kolb so moved. Commissioner West seconded the motion.* With no discussion, the motion was approved unanimously.

### **Break**

Chairman Johnson called for a fifteen minute break.

### **A Resolution to Nullify the Municipal Ordinances of the City of Rock Springs, Wyoming which Extend the City's Jurisdiction Beyond its Corporate Limits by One- Half Mile**

Chairman Johnson expressed his appreciation to Rock Springs Mayor Carl Demshar for attending the meeting. Commissioner Kolb explained that Resolution 13-07-CC-02 was drafted in light of the passing of HB 85. Mayor Demshar expressed that what happens in the half mile buffer should be a balance of developing the land in the county but doing it in a fashion that doesn't jeopardize the safety of those within the city limits. Planning and Zoning Director Eric Bingham expressed that his staff is more than willing to work with the City of Rock Springs staff. Following discussion, *Commissioner Kolb moved to approve Resolution 13-07-CC-02. Commissioner West seconded the motion.* With no discussion, the motion was approved unanimously.

## **RESOLUTION 13-07-CC-02**

### **A RESOLUTION OF THE SWEETWATER COUNTY COMMISSION TO NULLIFY THE MUNICIPAL ORDINANCES OF THE CITY OF ROCK SPRINGS, WYOMING WHICH EXTEND THE CITY'S JURISDICTION BEYOND ITS CORPORATE LIMITS BY ONE-HALF (1/2) MILE, PURSUANT TO WYOMING STATUTE § 15-3-202(B)(II).**

Whereas, pursuant to Wyoming Statute § 15-3-202, the residents of the unincorporated areas of Sweetwater County that live within one-half (1/2) mile of the corporate limits of the City of Rock Springs, Wyoming (hereafter, Rock Springs) are subject to, and required to comply with all regulations, except taxation regulations, adopted by the mayor and governing body of Rock Springs which extend the City's jurisdiction one-half (1/2) mile beyond its corporate boundaries; and

Whereas, the governing body of Rock Springs has adopted ordinances that extend the City's jurisdiction one-half (1/2) mile beyond its corporate boundaries; and

Whereas, the residents of Sweetwater County who reside within one-half (1/2) mile of the corporate limits of Rock Springs are without authority to vote for any members of the governing body of the City of Rock Springs, including the mayor; and

Whereas, Wyoming Statute § 15-3-202(b)(ii) has recently been amended to offer a resolution of the problem experienced by the residents of Sweetwater County who live within one-half (1/2) mile of the corporate limits of Rock Springs, and are therefore subject to the regulatory authority of the governing body of Rock Springs; and

Whereas, Wyoming Statute § 15-3-202(b)(ii) now authorizes the Sweetwater County Commission to adopt a resolution that nullifies the jurisdiction of the municipal ordinances of Rock Springs that extend jurisdiction one-half (1/2) mile beyond the corporate limits of Rock Springs.

Now Therefore, the Sweetwater County Commission hereby declares all ordinances of the City of Rock Springs with existing jurisdiction one-half (1/2) mile beyond the corporate limits of Rock Springs a nullity pursuant to the provisions of Wyoming Statute § 15-3-202(b)(ii).

Approved this 16<sup>th</sup> day of July, 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

\*\*\*\*\*

**MOU between Northern Arapaho Department of Family Services and the SWCO Juvenile Detention Center**

County Attorney Marc Dedenbach presented the MOU between Northern Arapaho Department of Family Services and the Sweetwater County Juvenile Detention Center. Following discussion, Chairman Johnson entertained a motion to approve the MOU between Northern Arapaho Department of Family Services and the Sweetwater County Juvenile Detention Center. Sheriff Haskell commented that the MOU is identical to the other Indian reservations. *Commissioner Bailiff so moved. Commissioner Kolb seconded the motion.* With no discussion, the motion was approved unanimously.

**Agreement between Natrona County and Sweetwater County to Permit Natrona County to Accept Juveniles from Sweetwater County Juvenile Detention Center**

Sheriff Haskell presented the Agreement between Natrona County and Sweetwater County to permit Natrona County to accept juveniles from Sweetwater County Juvenile Detention Center. Sheriff Haskell explained that he had no intentions of transferring Sweetwater County juveniles to Natrona County however, would like to lock the rate in the event that the need should arise. Following discussion, Chairman Johnson entertained a motion to approve the Agreement between Natrona County and Sweetwater County to permit Natrona County to accept juveniles from Sweetwater County Juvenile Detention Center. *Commissioner West so moved. Commissioner Bailiff seconded the motion.* With no discussion, the motion was approved unanimously.

**Request to Re-Staff Detention Officer Vacancy**

Sheriff Haskell requested authorization to re-staff a Detention Officer vacancy. Following discussion, *Commissioner Kolb moved to approve to re-staff a detention officer as requested. Commissioner Kolb seconded the motion.* With no discussion, the motion was approved unanimously.

**Award of 2013 Chip Seal Project**

Public Works Director John Radosevich recommended awarding the 2013 Chip Seal Project to Lewis and Lewis Inc. in the amount of \$231,981 and authorize the Chairman to sign all necessary documents. Following discussion, Chairman Johnson entertained a motion to approve the Chip Seal project recommended by staff in the amount of \$231,981 to Lewis and Lewis. *Commissioner Kolb so moved. Commissioner Van Matre seconded the motion.* With no discussion, the motion was approved unanimously.

**Award of 2013 Asphalt Overlay Project (OCI Entrance Road)**

Public Works Director John Radosevich recommended awarding the 2013 OCI Asphalt Overlay Project to Lewis and Lewis Inc. in the amount of \$588,401 and authorize the Chairman to sign all necessary documents. Following discussion, Chairman Johnson entertained a motion to approve the 2013 OCI Asphalt Overlay Project to Lewis and Lewis Inc. in the amount of \$588,401 and authorize the Chairman to sign. *Commissioner Bailiff so moved. Commissioner West seconded the motion.* With no discussion, the motion was approved unanimously.

**333 Broadway Bank Building Surplus Sale Report**

Purchasing Manager Marty Dernovich presented the 333 Broadway bank building surplus sale report and recommended that, in the interest of safety, any leftover items be turned over to the contractor for

disposal. Following discussion, Chairman Johnson entertained a motion to authorize purchasing to dispose of the items as recommended. **Commissioner Kolb so moved. Commissioner West 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 real estate and legal issues. **Commissioner Kolb moved to enter into executive session. Commissioner Van Matre 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.

#### **Lunch**

Chairman Johnson recessed the meeting for lunch.

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

##### **Resolution Concerning the Acquisition and Construction of Roadway Improvements for the County**

Sweetwater County Specific Purpose Tax-Joint Powers Board Chairman Glenn Sugano called the Joint Powers meeting to order. A quorum of the board was present to include Chairman Glenn Sugano along with Board Members Brett Stokes, Roe Miller, Reid West, Gary Waldner, Ron Nelson and Todd Toolson.

Chairman Johnson opened the afternoon session. Fruedenthal & Bonds, PC Barbara Bonds and George K. Baum Assistant Vice President Paul Taylor presented the Sweetwater County Specific Purpose Tax-Joint Powers Board State of Wyoming Lease Revenue Bonds Series 2013.

Ms. Bonds explained the procedures for the bonds and the procedures for requesting payment/reimbursement. Ms. Bonds presented the resolution authorizing the issuance and sale of lease revenue bonds, series 2013, dated July 30, 2013. Following discussion, Chairman Sugano entertained a motion to adopt the resolution authorizing the issuance and sale of lease revenue bonds, series 2013, dated July 30, 2013. **Member Ronald Nelson made the motion to approve the motion. Member Roe Miller seconded the motion.** With no discussion, the motion was approved unanimously.

Chairman Sugano closed the Joint Powers meeting.

Following the adoption of the resolution from the Joint Powers Board, **Commissioner West moved to approve the Sweetwater County 2013 Resolution authorizing the issuance and sale of lease revenue bonds, series 2013, dated July 30, 2013 in the aggregate principal amount of \$51,080,000. Commissioner Kolb seconded the motion.** With no discussion, the motion was approved unanimously.

County Treasurer Robb Slaughter requested clarification from Ms. Bonds relative to the escrow agreement. Mr. Slaughter expressed his concerns relative to getting the \$150,000 payment to Castle Rock as the escrow agreement percentages were going to be changed in order to set up the funds. Ms. Bonds explained that once American gets the numbers, it will be changed and as soon as Wamsutter signs the resolution, Mr. Slaughter will be able to transfer the funds.

### **R E S O L U T I O N**

**A RESOLUTION CONCERNING THE FINANCING OF THE ACQUISITION AND CONSTRUCTION OF ROADWAY IMPROVEMENTS IN CONNECTION WITH CERTAIN SITES THAT SWEETWATER COUNTY, WYOMING, EITHER OWNS, HAS A LEASEHOLD OR RIGHT-OF-WAY INTEREST IN OR, IN CONNECTION WITH CERTAIN IMPROVEMENTS, WILL ACQUIRE AN OWNERSHIP, LEASEHOLD OR RIGHT-OF-WAY INTEREST IN; APPROVING A SITE LEASE, A LEASE, AN ESCROW AGREEMENT AND RELATED DOCUMENTS AND TRANSACTIONS; AND APPOINTING A LESSEE REPRESENTATIVE FOR PURPOSES OF THE IMPROVEMENTS UNDER THE LEASE**

WHEREAS, Sweetwater County Wyoming ("Sweetwater County") is a body corporate duly organized and existing under the laws of the State of Wyoming (the "State"), authorized to make roadway improvements; and

WHEREAS, Sweetwater County either owns, has a leasehold or right-of-way interest in or, in connection with the acquisition and construction of certain improvements, will acquire an ownership, leasehold or right-of-way interest in certain sites and existing facilities (hereinafter the "Sites"); and

WHEREAS, the governing body of Sweetwater County (the "Commissioners") has determined that the acquisition and construction of certain roadway improvements (the "Sweetwater County Improvements") on the Sites would be of service to and be for the benefit of the inhabitants of Sweetwater County; and

WHEREAS, for purposes of financing the acquisition and construction of the Sweetwater County Improvements, the Commissioners have determined, and hereby determine, that it is in the best interests of Sweetwater County and its citizens and inhabitants that Sweetwater County enter into that certain Site Lease Agreement, dated as of July 30, 2013 (the "Site Lease"), whereby Sweetwater County, as a landlord, will lease Sweetwater County's Sites to the Sweetwater County 2013 Specific Purpose Tax Joint Powers Board, as tenant (the "Board"), a body corporate and politic established under a Joint Powers Agreement entered into among Sweetwater County; Castle Rock Special Hospital District ("Castle Rock"); the Towns of Granger, Wyoming ("Granger"), Superior, Wyoming ("Superior") and Wamsutter, Wyoming ("Wamsutter"); and the Cities of Green River, Wyoming ("Green River") and Rock Springs, Wyoming ("Rock Springs") (collectively the "Participating Agencies"), and further enter into that certain annually terminable Lease and Agreement, dated as July 30, 2013

(the "Lease"), whereby Sweetwater County, as a lessee, will sublease Sweetwater County's Sites from the Board and will further lease from the Board the Sweetwater County Improvements to be constructed thereon; and

WHEREAS, Sweetwater County acknowledges that Castle Rock is a Participating Agency in the Board, has a leasehold or right-of-way interest in or, in connection with the acquisition and construction of certain improvements, will acquire an ownership, leasehold or right-of-way interest in certain sites and existing facilities and the governing body of Castle Rock (the "Hospital Board") has determined that the acquisition and construction of certain improvements to the Castle Rock Convalescent Center, the Castle Rock Villa, the Castle Rock Medical Center and the Castle Rock Ambulance Garage, along with the acquisition of certain equipment and vehicles (the "Castle Rock Improvements") would be of service to and be for the benefit of the inhabitants of Sweetwater County, and the Hospital Board has further advised the Commissioners that it will approve the Site Lease and the Lease, as the terms of which relate to the Castle Rock Improvements; and

WHEREAS, pursuant to that certain resolution of the Board adopted on July 16, 2013 (the "Bond Resolution"), and in order to provide funds for the acquisition and construction of the Sweetwater County Improvements, the Castle Rock Improvements, and water, sewer, street, storm drainage and fire station improvements for the other Participating Agencies (collectively, the "Improvements"), Lease Revenue Bonds, Series 2013, in the aggregate principal amount of \$51,080,000, dated July 30, 2013 (the "Series 2013 Bonds") will be issued and sold by the Board; and

WHEREAS, pursuant to that certain Bond Purchase Agreement, dated as of July 16, 2013 (the "Bond Purchase Agreement"), between the Board and George K. Baum & Company (the "Underwriter"), the Board will sell said Series 2013 Bonds to the Underwriter at a price and pursuant to the terms and conditions set forth in the Bond Purchase Agreement; and

WHEREAS, there have been presented to the Commissioners the forms of Site Lease, Lease (including in the Lease the schedules of Rental Payments and Optional Purchase Price, as defined in the Lease) and Bond Purchase Agreement; and

WHEREAS, the forms of the Site Lease, the Lease and the Bond Purchase Agreement are on file and may be viewed during normal business hours at the Office of the County Clerk and the Commissioners desire to approve the Site Lease and the Lease and authorize the execution and performance of such documents by Sweetwater County; and

WHEREAS, Sweetwater County (on behalf of itself and Castle Rock) has agreed to the manner of allocation of certain 1% specific purpose sales and use tax money (the "2013 Specific Purpose Sales and Use Excise Tax Receipts"), which are being held by the Sweetwater County Treasurer (the "Escrow Agent"). Sweetwater County (on behalf of itself and Castle Rock), Granger, Green River, Rock Springs, Superior and Wamsutter (collectively, the "Sponsoring Entities") will enter into an escrow agreement to be dated as of July 30, 2013 (the "Escrow Agreement") with the Escrow Agent which will provide that said 2013 Specific Purpose Sales and Use Excise Tax Receipts shall be held, reinvested and made available for annual budget and appropriation by or on behalf of, Sweetwater County (on behalf of itself and Castle Rock), Granger, Green River, Rock Springs, Superior and Wamsutter for payment of Rental Payments to the Board for any initial or renewal term of the Lease; and

WHEREAS, the form of such Escrow Agreement is on file and may be viewed during normal business hours at the Office of the County Clerk and the Commissioners desire to approve said form and authorize the execution and performance by Sweetwater County (on behalf of itself and Castle Rock) of the provisions of said Escrow Agreement; and

WHEREAS, the Commissioners further desire to appoint a Lessee Representative (as defined by the Lease) for purposes of the Sweetwater County Improvements;

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

Section 1. Ratification of Actions. All actions heretofore taken (not inconsistent with the provisions of this resolution) by the Commissioners or officials of Sweetwater County, directed toward the acquisition and construction of the Sweetwater County Improvements, are hereby ratified, approved, and confirmed.

Section 2. Finding As To Governmental Purpose. The Sweetwater County Commissioners hereby find and determine, pursuant to the constitution and laws of the State, that the acquisition and construction of the Sweetwater County Improvements, and the leasing of Sweetwater County's Sites to the Board under the terms and provisions set forth in the Site Lease, and the subleasing of Sweetwater County's Sites and the leasing of the Sweetwater County Improvements from the Board under the terms and provisions set forth in the Lease, are necessary, convenient, and in furtherance of the governmental purposes of Sweetwater County, and are in the best interests of Sweetwater County and its citizens and inhabitants; and the Commissioners hereby authorize such leasing of Sweetwater County's Sites and subleasing of Sweetwater County's Sites and leasing of the Sweetwater County Improvements under the terms and provisions of the Site Lease and the Lease.

Section 3. Finding as to Litigation. The Governing Body finds and determines that no lawsuits have been filed, no actions have been threatened, and no claims have been made against Sweetwater County which would have any effect on the Sweetwater County Improvements or the issuance of the Series 2013 Bonds by the Board.

Section 4. Approval of Site Lease, Lease and Escrow Agreement. The Site Lease, the Lease and the Escrow Agreement are in all respects approved, authorized, and confirmed, and the Chairman of the Commissioners and the County Clerk are authorized and directed to affix their signatures to such documents in substantially the forms and with substantially the same content as submitted to the Commissioners, and thereafter Sweetwater County shall be bound by the provisions thereof.

Section 5. Attestation; Authorization of Other Documents. The County Clerk is hereby authorized and directed to attest all signatures and acts of any official of Sweetwater County in connection with the matters authorized by this resolution. The Chairman of the Commissioners and other officials of Sweetwater County are hereby authorized to execute and deliver for and on behalf of Sweetwater County any and all additional certificates, documents, and other papers and to perform all other acts that they may deem necessary or appropriate in order to implement and carry out the transactions and other matters authorized by this resolution.

Section 6. No Indebtedness. No provision of this resolution, the Site Lease, the Lease, the Escrow Agreement or the Series 2013 Bonds shall be construed as creating or constituting a general obligation or other

indebtedness of Sweetwater County, nor mandatory charge or requirement against Sweetwater County in any ensuing budget year beyond the then current budget year. Sweetwater County shall have no obligation to make any payment with respect to the Series 2013 Bonds except in connection with the payment of the Rental Payments and Additional Rentals (as defined in the Lease) and certain other payments under the Lease, which payments may be terminated by Sweetwater County in accordance with the provisions of the Lease.

Section 7. Rental Payments and Optional Purchase Prices. The Rental Payments (as defined in the Lease) for the Sweetwater County Improvements and the Castle Rock Improvements shall be payable during the Lease Term (as defined in the Lease) on the following dates, in the following amounts:

**SWEETWATER COUNTY IMPROVEMENTS**

Payment Dates	Rental Payments
12/15/2013	\$ 242,538.76
06/15/2014	266,335.52
12/15/2014	348,154.67
06/15/2015	346,903.63
12/15/2015	378,356.06
06/15/2016	380,170.17
12/15/2016	415,849.56
06/15/2017	413,599.28
12/15/2017	466,741.68
06/15/2018	487,023.97
12/15/2018	528,008.89
<b>TOTAL</b>	<b>\$4,273,682.18</b>

**CASTLE ROCK IMPROVEMENTS**

Payment Dates	Rental Payments
12/15/2013	\$ 121,269.38
06/15/2014	133,167.76
12/15/2014	174,077.33
06/15/2015	173,451.81
12/15/2015	189,178.06
06/15/2016	190,085.08
12/15/2016	207,924.78
06/15/2017	206,799.64
12/15/2017	233,370.84
06/15/2018	243,511.99
12/15/2018	264,004.44
<b>TOTAL</b>	<b>\$2,136,841.09</b>

The Commissioners hereby determine and declare that the Rental Payments do not exceed a reasonable amount so as to place Sweetwater County under an economic compulsion for (i) renewal of the Lease as it relates to the Sweetwater County Improvements, (ii) providing 2013 Specific Purpose Sales and Use Excise Tax Receipts to Castle Rock for renewal of the Lease as it relates to the Castle Rock Improvements, (iii) exercising its option to purchase the Sweetwater County Improvements, or (iv) providing 2013 Specific Purpose Sales and Use Excise Tax Receipts to Castle Rock for purchasing the Castle Rock Improvements, pursuant to the Lease.

The Commissioners hereby determine and declare that the period during which Sweetwater County (i) has an option to purchase the Sweetwater County Improvements, or (ii) provide 2013 Specific Purpose Sales and Use Excise Tax Receipts to Castle Rock for purchase of the Castle Rock Improvements (i.e., on any June 10 or December 10, commencing December 10, 2017) does not exceed the useful life of the Sweetwater County Improvements or the Castle Rock Improvements. The Optional Purchase Prices (as defined in the Lease) for the Sweetwater County Improvements and the Castle Rock Improvements shall be payable during the Lease Term (as defined in the Lease) on the following dates, in the following amounts:

**SWEETWATER COUNTY IMPROVEMENTS**

Payment Dates	Optional Purchase Price*
12/15/2017	\$1,430,458.14
06/15/2018	\$ 933,942.64
12/15/2018	\$ 528,009.89

\*Total Payment Due if Option is exercised.

**CASTLE ROCK IMPROVEMENTS**

Payment Dates	Optional Purchase Price*
12/15/2017	\$715,229.07
06/15/2018	\$496,971.32
12/15/2018	\$264,005.44

\*Total Payment Due if Option is exercised.

Section 8. Designation of Lessee Representative for the Sweetwater County Improvements. The Commissioners hereby determine that the person who shall be specifically responsible for the Sweetwater County Improvements shall be Dale Davis (the "Sweetwater County Improvements Representative"). The Sweetwater County Improvements Representative, along with other persons similarly appointed by the other Participating Agencies, are collectively designated as the "Lessee Representative," as defined and as further provided in the Lease. The Sweetwater County Improvements Representative may be changed by resolution hereafter adopted by the Commissioners.

Section 9. Severability. 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, the intent being that the invalid or unenforceable section, paragraph, clause, or provision shall be severable from the remaining sections, paragraphs, clauses, or provisions.

Section 10.Repealer. All bylaws, orders, and resolutions, or parts thereof, inconsistent with this resolution or with any of the documents hereby approved, are hereby repealed only to the extent of such inconsistency. This repealer shall not be construed as reviving any bylaw, order, or resolution, or part thereof.

Section 11.Effective Date. This resolution shall be in full force and effect upon its passage and adoption.

PASSED, ADOPTED, AND APPROVED this 16th day of July, 2013.

( S E A L )

SWEETWATER COUNTY, WYOMING

\_\_\_\_\_  
Chairman, Board of County Commissioners

ATTESTED:

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

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**Adjourn**

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

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

THE BOARD OF COUNTY COMMISSIONERS  
OF SWEETWATER COUNTY, WYOMING

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

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

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

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

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

ATTEST:

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

\*\*\*\*\*



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

	DATE	AMOUNT	WARRANT #'S
EAL	7/15/2013	195.47	55608
EAL	7/19/2013	461,013.51	55684-55721
EAL	7/26/2013	54,000.75	55983-55998
EAL	7/31/2013	134,290.39	55999-56005
EAL	8/3/2013	15,054.43	
EAL	8/6/2013	918,273.25	
EAL			
EAL			
	Payroll Net	428,541.65	Payroll Checks : 55573-76, 55607, 55722-55982
	TOTAL AMOUNT	\$2,011,369.45	

Vouchers in the above amount are hereby approved and ordered paid this date of 08/06/2013

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

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

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

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

Attest:

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

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

**Authorization for Bonds**  
**7-16-13**

Allan Wilson                      Sweetwater County Recreation Board, Treasurer                      \$10,000.00

THE BOARD OF COUNTY COMMISSIONERS  
FOR SWEETWATER COUNTY, WYOMING

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

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

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

Attest:

\_\_\_\_\_  
Donald Van Matre, Member

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

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

Wyoming



# Western Surety Company

## OFFICIAL BOND AND OATH

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 54932366

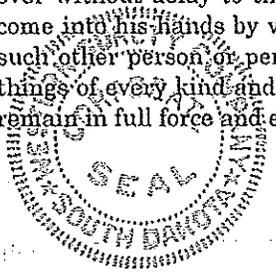
That we Allan Wilson

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 \_\_\_\_\_, the State of Wyoming, in the penal sum of Ten Thousand and 00/100 DOLLARS (\$ 10,000.00), to which payment well and truly to be made, we bind ourselves and our legal representatives, jointly and severally, firmly by these presents.

Dated this 1st day of April, 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 Sweetwater County Recreation Board, and State aforesaid for the term beginning July 27, 2013, and ending July 27, 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.



Allan Wilson  
Principal

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

**Authorization for Monthly Reports**  
**8-6-13**

1. **County Clerk**
2. **Sheriff**

THE BOARD OF COUNTY COMMISSIONERS  
FOR SWEETWATER COUNTY, WYOMING

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

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

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

Attest:

\_\_\_\_\_  
Donald Van Matre, Member

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

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

# MONTHLY STATEMENT

Statement of the Earnings of Collections of STEVEN DALE DAVIS COUNTY CLERK within and for the County of Sweetwater, State of Wyoming, for the month ending June 2013 and reported to the Board of County Commissioners of said County.

<b>COUNTY CLERK</b>		
Recording Fees	13,964.00	
Marriage Licenses	875.00	
Chattel Mortgages	9,156.00	
Motor Certificates of Title	( 1870 /TITLES) 16,830.00	14,960.00
Sale of County Property	-	
Miscellaneous Receipts	1,445.00	
<b>Total Receipts</b>		42,270.00
		(1,870.00)
		40,400.00

STATE OF WYOMING )  
 ) ss.  
 COUNTY OF SWEETWATER )

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

Witness my hand and seal this 02 day of July 2013

/s/ Steven Dale Davis COUNTY CLERK  
Donna Wardell DEPUTY

Examined and approved by the Board of County Commissioners, this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
 Chairman

\_\_\_\_\_  
 Commissioner

\_\_\_\_\_  
 Commissioner



# MONTHLY STATEMENT

Statement of the Earnings or Collections of Richard Haskell  
 as Sheriff within and for the County of Sweetwater  
 State of Wyoming, for the month ending June 28, 2013, and reported to the  
 Board of County Commissioners of said County.

COUNTY CLERK,	Recording Fees, ..... Marriage Licenses, ..... Chattel Mortgages, ..... Motor Certificates of Title, ..... Sale of County Property, ..... Miscellaneous Receipts, ..... Total Receipts, .....		
CLERK, DISTRICT COURT,	Civil Fees, ..... Probate Fees, ..... Criminal fines and Costs, ..... Miscellaneous Fees, ..... Total Earnings, .....		
SHERIFF,		3015.00	
ASSESSOR,			

STATE OF WYOMING )  
 County of Sweetwater )ss.

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

WITNESS my hand and seal this 28 day of June, 2013.

Richard Haskell, County Sheriff

*Richard Haskell*

## Sweetwater County Board Appointments

### PARKS & RECREATION BOARD

3 YEAR TERM

#### 1 VACANCY DUE TO RESIGNATION OF NEW APPOINTEE:

Dr. Shelly Wall (appointed effective 7-1-13)

#### ELIGIBLE FOR RE-APPOINTMENT

n/a

Yes	No

#### New Applicant(s)-

Mary (Robin) Lonnevik

Sherry Moreno

Grant Yaklich

Yes	No

**Sally Shoemaker**

---

**From:** Shelly Wall <walls@sw1.k12.wy.us>  
**Sent:** Wednesday, July 24, 2013 11:18 AM  
**To:** Sally Shoemaker  
**Subject:** Recreation Board

Sweetwater County Commissioners,

This correspondence is to decline the appointment to the County Recreation Board. At this time I am only able to serve on one County Board and wish to fulfill my commitment to the Library Board during their time of transition as they search for a new Director.

I appreciate the Commission's confidence in my leadership and look forward to continued service to my community.

*Dr. Shelly R. Wall,*

Sweetwater County School District #1  
P.O. Box 1089  
Rock Springs, WY 82902

OFFICE 307.352.3400 ext. 1252  
CELL 307.389.0920  
FAX 888.316.1397

---

This e-mail message, which is from Sweetwater County School District Number one, State of Wyoming, contains CONFIDENTIAL and PRIVILEGED INFORMATION. In addition, the information may be protected by applicable Federal and State laws including, without limitation, the provisions of the Family Educational Rights and Privacy Act (FERPA) which prohibits unauthorized disclosures.

If you have received this communication in error (you are not the addressee or authorized receiver for the addressee), you may not use, copy, or disclose the message or any information contained in the message. If you have received this e-mail in error, please advise the sender immediately by reply e-mail and delete this message.

**RECEIVED**

**JUL 24 2013**

SWEETWATER COUNTY  
COMMISSIONER'S OFFICE

**COPIES TO:**

*All - via em*

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

RECEIVED

JUL 08 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.

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 (Bairroll-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 am willing to attend any required orientation and training sessions. YES [X] NO [ ]
I have a family member (s) working in this organization. YES [ ] NO [X]
I am willing to sign the Conflict of Interest Disclosure Statement YES [X] NO [ ]
I understand this is a volunteer role, with no salary or other considerations. YES [X] NO [ ]

APPLICANT CONTACT INFORMATION
Name: Mary S. Lonnevik (Robin)
Address: P.O. Box 2303
City, State: Rock Springs WY 82402
Phone: 307-352-9811
E-mail: Lonnevikm@hotmail.com

APPLICANT SIGNATURE: [Signature]
Date: 7/6/13
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

## **Mary (Robin) Lonnevik**

P.O. Box 2303, Rock Springs, Wyoming 82902  
(307) 212-2093 [lonnevikm@hotmail.com](mailto:lonnevikm@hotmail.com)

### **EMPLOYMENT**

#### **Financial Planner**

Beneficial Financial Group, Renton, Washington  
Sold stocks, bonds, mutual funds, options, life insurance, disability insurance, long term care insurance and cremation services.

#### **Financial Planner**

Waddell and Reed, Seattle, Washington  
Sold mutual funds, life insurance, disability insurance and long term care insurance.

#### **Owner / Manager**

Victory Fishing Gear International, Ltd., Seattle, Washington  
Company provided retail, wholesale and manufacturing of commercial fishing gear and supplies for Alaska, Washington, Oregon, California and Russia. Set up the corporation with two other business partners and was responsible for all of the finances including: purchasing, inventory, payroll, accounts receivable/payable, bookkeeping, budgeting and short and long term business planning.

#### **Owner / Manager**

Universal Plans, Inc., Newport, Oregon  
Conceived, coordinated, managed, raised funds for and headed steering committee for an international bycatch workshop and book on "Solving Bycatch: Considerations for Today and Tomorrow". Raised nearly \$150,000. Coordinated project and fundraising through a non-profit corporation. The book was published by Alaska Sea Grant. Set-up and managed all aspects of business including sales, production, customer service and accounting.

#### **Owner / Manager**

Ocean Hunter, Inc., Seattle, Washington  
Performed computer aided design and drafting with AutoCAD. Designed commercial fishing gear including trawls, doors and longline equipment in English and Russian. Performed marine drafting for naval architecture. Set-up the corporation and managed all aspects of business including sales, production, customer service and accounting.

#### **Owner / Manager**

Lonnevik Nets, Newport, Oregon  
Company provided retail, wholesale and manufacturing of commercial fishing gear and supplies for Alaska, Washington, Oregon and California. Set up the company and was responsible for all of the finances including: purchasing, inventory, payroll, accounts receivable/payable, bookkeeping, budgeting and short and long term business planning. Also managed sales and production.

#### **Eligibility Worker for the Totally Disabled**

County of Kern, Bakersfield, California  
Compiled the information for clients moving to Kern County and new applicants to enable agency determination of eligibility for California State's Totally Disabled program, a branch of the welfare department.

### **Aide to Counseling Department**

Bakersfield Junior College

Bakersfield, California

Collected information required for students to obtain a counselor and take their entry tests so they could obtain a curriculum.

### **RELEVANT QUALIFICATIONS**

- Passed the Series 7 test to become a stockbroker in the state of Washington, and the tests to be licensed to sell insurance in the state of Washington while blind. I was licensed to be a financial planner in the states of Washington, Alaska and Oregon.
- Obtained General Contractor's license from State of Oregon.
- Designed and supervised construction of my house in Newport & acquired funding for it.
- The business skills I gained included such essential skills as: business planning and development, product and services design and execution, domestic and international marketing, sales and customer services, managing personnel, business accounting, finance and fund raising along with a sense of what it takes to make a business profitable.
- The largest of the four businesses I owned grossed \$1 million in annual sales.
- Effectively managed a workforce of 52 men and women, including seven foremen.
- Managed, facilitated and coordinated an international commercial fishing bycatch workshop. Coordinated publication of "Solving Bycatch: Considerations for Today and Tomorrow".
- Published research paper and spoke at the 1988 World Symposium on Fishing Gear and Design at St. John's Newfoundland, Canada.
- Coordinated three separate workshops at the world's largest flume tanks in Denmark and Canada.
- Author of articles for both the National Fisherman magazine and Fisherman's News.

### **TECHNICAL SKILLS**

Microsoft Office Suite: Word, Excel, Publisher, Outlook Express and Internet Explorer.

Accounting: Peachtree, Quicken and QuickBooks.

Graphics: AutoCAD, PageMaker and various photo software programs.

### **PROFESSIONAL DEVELOPMENT**

- Computer Aided Design, North Seattle Community College, Seattle, WA
- Selling Power seminar, Padgett and Thompson
- Communication Skills, Success Builders Seminars
- Effective Speaking and Human Relations, Dale Carnegie Institution
- Washington State Bar Association, Continuing Legal Education
  - Advising Washington Businesses
  - Corporate Business and Banking and Estate Planning
  - What Small General Practitioners Should Know about Labor & Employment Law
- Leadership Skills for Women, Business Women's Training Institute, Seattle, WA
- Hiring and Firing, Keye Productivity Center, Seattle, WA
- Accounting & Commercial Fishing, Clatsop Community College, Astoria, OR
- Ham Radio Tech II license

### **EDUCATION**

Associate of Arts Degree (Design and Business), Bakersfield Junior College, Bakersfield, CA

Accounting classes and commercial fishing classes, Clatsop Community College, Astoria, OR

AutoCAD and algebra at North Seattle Community College, Seattle, WA

*References provided upon request*

# 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 (Rook Springs)
- Eden Valley Solid Waste Disposal District
- Solid Waste Disposal District No. 2 (Balroil-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 work with Wyoming Services for Independent Living and part of my job is to find ways to keep people with disabilities active in their community. I have lived here for over 30 years and have been highly interested in the Events Complex and my community and would like to be able to learn and assist in my community.

- 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: Sherry Moreno

Address: 3455 Taft Way

Phone: 307-389-8489

E-mail: tazmorano63@yahoo.com

**APPLICANT SIGNATURE:**

Sherry Moreno

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

RECEIVED

JUL 23 2013

SWEETWATER COUNTY COMMISSIONER'S OFFICE

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County Agency Boards

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- 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: 20 years exp. Tire Industry  
Past President - Rocky Mountain Regional Tire Assoc.

- 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: George A. Yabluch

Address: 1325 Clubhouse Dr

City, State: Rock Springs WY 82901

Phone: 307-380-1414

E-mail: geapt@comcast.net

**APPLICANT SIGNATURE:**

[Signature] Date: 7/25/13

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



MILL LEVY WORKSHEET  
2013

	REQUIRED	SUGGESTED LEVY	ACTUAL	WILL FUND
<b>\$2,703,075,978</b>	12.0 MILL DISTRIBUTION		<b>12.00000</b>	\$ 32,436,912
GENERAL			9.35120	\$ 25,277,004
COUNTY HOSPITAL	\$847,739	0.31362	0.31362	\$ 847,739
COUNTY LIBRARY	\$3,062,501	1.13297	1.13297	\$ 3,062,504
COUNTY FAIR OPERATION	\$1,835,751	0.67913	0.67913	\$ 1,835,740
COUNTY MUSEUM OPERATION	\$247,164	0.09144	0.09144	\$ 247,169
MENTAL HEALTH	\$699,975	0.25895	0.25896	\$ 699,989
AIRPORT OPERATION		0.00000		\$ -
CIVIL DEFENSE		0.00000		\$ -
COUNTY BUILDING FUND		0.00000		\$ -
RECREATION PURPOSES	\$466,767	0.17268	0.17268	\$ 466,767
PUBLIC HEALTH PURPOSES		0.00000		\$ -
			2.64880	\$ 32,436,912
<b>COUNTY WIDE WEED &amp; PEST</b>	778,631	0.28805	<b>0.289</b>	\$ 781,189
<b>WESTERN WYOMING COLLEGE</b>			4.000	\$ 10,812,304
<b>OPTIONAL - BOARD APPROVED</b>			1.000	\$ 2,703,076
<b>SWEETWATER BOCES</b>			0.225	\$ 608,192
<b>TOTAL WWCC LEVY</b>			<b>5.225</b>	\$ 14,123,572
<b>TOTAL COUNTY, WWC, WEED &amp; PEST</b>			17.514	\$ 47,341,673
<b>STATE SCHOOL FOUNDATION PROGRAM</b>			12.000	\$ 32,436,912
<b>MANDATORY COUNTY-WIDE SCHOOL LEVY</b>			6.000	\$ 16,218,456

MILL LEVY WORKSHEET  
2013

S.D. # 1		MILL LEVY	WILL FUND
	\$1,564,789,444	25.000	\$ 39,119,736
MAINTENANCE, RECREATIONAL		1.000	\$ 1,564,789
SWEETWATER BOCES		0.500	\$ 782,395
REGION V BOCES		0.200	\$ 312,958
<b>TOTAL S.D. # 1 LEVY</b>		<b>26.700</b>	<b>\$ 41,779,878</b>
S.D. # 2		MILL LEVY	WILL FUND
	\$965,168,846	25.000	\$ 24,129,221
SWEETWATER BOCES		0.500	\$ 482,584
REGION V BOCES (C BAR V & ROOSEVELT)		0.200	\$ 193,034
REGION V BOCES		0.000	\$ -
RECREATION		1.000	\$ 965,169
BOND REDEMPTION/ POOL		1.678	\$ 1,619,553
<b>TOTAL S.D. # 2 LEVY</b>		<b>28.378</b>	<b>\$ 27,389,562</b>
S.D. # 1C		MILL LEVY	WILL FUND
	\$173,117,688	25.000	\$ 4,327,942
RECREATION		1.000	\$ 173,118
ADULT EDUCATION (W.S. 21-12-103)		1.500	\$ 259,677
BOCES		0.500	\$ 86,559
BOCES VOTER APPROVED		0.500	\$ 86,559
BOND REDEMPTION (FLAT MILL LEVY TO BE APPLIED)		2.450	\$ 424,138
<b>TOTAL S.D. # 1C LEVY</b>		<b>30.950</b>	<b>\$ 5,357,992</b>
CITIES		VALUATION	
ROCK SPRINGS	\$202,494,259	8.000	1,619,954
GREEN RIVER	\$78,183,338	8.000	625,467
SUPERIOR	\$809,833	8.000	6,479
GRANGER	\$1,410,206	8.000	11,282
WAMSUTTER	\$4,468,950	8.000	35,752
BAILROIL	\$50,683,244	8.000	405,466

MILL LEVY WORKSHEET  
2013

2013	STATE	COUNTY	CITY	SCHOOL	TOTAL
ROCK SPRINGS (800) 2.423	12.000	17.514	8.000	32.700	72.637
GREEN RIVER (820) 3.000	12.000	17.514	8.000	34.378	74.892
SUPERIOR (800) 2.423	12.000	17.514	8.000	32.700	72.637
GRANGER (820) 3.000	12.000	17.514	8.000	34.378	74.892
WAMSUTTER (835) 1.580	12.000	17.514	8.000	32.700	71.794
BAIROIL (835) 1.580	12.000	17.514	8.000	36.950	76.044
	<b>VALUE</b>	<b>BUDGET AMOUNT</b>	<b>SUGGESTED MILL</b>	<b>ACTUAL MILL LEVY</b>	<b>AMT FUNDED</b>
<b>800 SOLID WASTE DISTRICT #1</b>	736,427,890	1,784,117	2.42266	2.4230	1,784,365
<b>801 RELIANCE FIRE DISTRICT</b>	5,861,241	17,600	3.00278	3.0000	17,584
<b>803 EDEN-FARSON FIRE DISTRICT</b>	125,690,891	126,802	1.00884	1.0090	126,822
<b>804 WHITE MOUNTAIN SEWER</b>	17,708,047	200,000	11.29430	8.0000	141,664
<b>805 WEST SIDE WATER &amp; SEWER</b>	11,028,831	146,030	13.24075	8.0000	88,231
<b>807 COUNTY WIDE WEED &amp; PEST</b>	2,703,075,978	778,631	0.28805	0.2890	781,189
<b>808 TEN MILE WATER &amp; SEWER DISTRICT</b>	3,702,757	49,285	13.31035	8.0000	29,622
<b>820 CASTLE ROCK DISTRICT</b>	806,325,817	3,908,536	4.84734	3.0000	2,418,977
<b>821 JAMESTOWN-RIO VISTA WATER &amp; SEWER</b>	2,635,107	30,024	11.39384	8.0000	21,081
<b>822 JAMESTOWN-RIO VISTA FIRE DISTRICT</b>	3,936,403	11,809	2.99995	3.0000	11,809
<b>832 EDEN-FARSON IMPROVEMENT</b>	125,690,891	414,577	3.29839	3.2990	414,654
<b>833 EDEN VALLEY SOLID WASTE DISTRICT</b>	125,690,891	421,244	3.35143	3.0000	377,073
<b>834 EDEN FARSON CEMETERY DISTRICT</b>	125,690,891	79,896	0.63565	0.6360	79,939
<b>835 SOLID WASTE DISTRICT # 2</b>	891,520,981	1,407,714	1.57900	1.5800	1,408,603
<b>836 COUNTY FIRE DISTRICT # 1</b>	527,338,720	1,582,016	3.00000	3.0000	1,582,016
<b>837 NORTH SWEETWATER WATER &amp; SEWER</b>	5,886,459	47,000	7.98443	7.9850	47,003
S.D. # 1 OUT	62.214				
S.D. # 2 OUT	63.892				
S.D. # 1-C OUT	66.464				
			MEMBER		
SIGNED THIS 6TH DAY OF AUGUST, 2013					
			MEMBER		
CHAIRMAN			MEMBER		
			MEMBER		

Certified Value	Funded by Prop Tax	Mill Levy Required	Funded - Other Motor Vehicle Fees, etc	Total Amt funded
\$2,703,075,978				
	<b>Assessor's Mill Levy Worksheet</b>			<b>Resolution Budget Requirements</b>
General County	25,277,015	9.3512040	\$1,845,418	\$27,122,433
Events Complex	1,835,751	0.6791340	\$134,024	\$1,969,775
Library	3,062,501	1.1329690	\$223,586	\$3,286,087
Hospital - Maintenance	847,739	0.3136200	\$61,890	\$909,629
Museum	247,164	0.0914380	\$19,046	\$266,210
Recreation	466,767	0.1726800	\$34,078	\$500,845
Mental Health	699,975	0.2589550	\$51,105	\$751,080
<b>TOTALS</b>	<b>32,436,912</b>	<b>12.0000000</b>	<b>\$2,369,147</b>	<b>\$34,806,059</b>

**NOTE - The Resolution to Provide Income Necessary to Finance Budget (Page 4) listed Tax Requirement Amounts which included monies other than current taxes. The tax mill levy listed on the Resolution was calculated against the certified property tax value of \$2,703,075,978 which accounts for the difference between the Assessor's Mill Levy Worksheet and the Resolution.**



**Sweetwater County  
Request to Restaff Vacant Position**

Board Meeting Date: 8/6/2013  
 Department: County Attorney's Office  
 Position: Legal Secretary  
 Vacancy Date: 8/16/2013  
 Reason for vacancy: Resignation  
To Restaff position immediately following resignation date of 8/16/13, in a  
 Department Request: full time capacity with full benefits  
 Anticipated Re-staff Date 8/19/2013

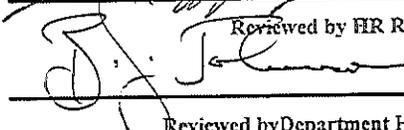
Board Action	
Approved _____	Date: <u>8/6/2013</u>
Denied _____	
Full time _____	
Part time _____	# Hours (if part time) _____
Restaff Immediately _____	Delay restaffing until (month) _____

	Position	Hire Date	Monthly								Total cost of employment (salary + benefits)	Annual Cost of employment
			Salary	Retirement	Health Insurance	LTD	FICA	Workers Compensation	Total benefits			
Previously staffed position	Legal Secretary I (grade 10, step 4)	2/25/2008	\$ 3,191.17	\$ 450.59	\$ 564.28	\$ 11.49	\$ 244.12	\$ 6.70	\$ 1,277.19	\$ 4,468.36	\$ 53,620.29	
Anticipated Costs to restaff Position Vacancy	Legal Secretary I (grade 10, step 1)	8/19/2013	\$ 2,920.42	\$ 412.36	\$ 1,473.48	\$ 10.51	\$ 223.41	\$ 6.13	\$ 2,125.90	\$ 5,046.32	\$ 60,555.86	
Net Difference (savings)			\$ (270.75)	\$ (38.23)	\$ 909.20	\$ (0.97)	\$ (20.71)	\$ (0.57)	\$ 848.71	\$ 577.96	\$ 6,935.57	

**NOTES**

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

Costs calculated using a re-staffing date of: 8/19/2013

  
 Reviewed by HR Representative (signature) 7-29-13  
  
 Reviewed by Department Head/ Elected Official (signature) 7/30/13  
 \_\_\_\_\_  
 Commission Chair (signature)

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



# SWEETWATER

C·O·U·N·T·Y

# R

**To:** Sweetwater County Board of County Commissioners

**From:** Mark Kot, Public Lands Planner MK

**CC:** Eric Bingham, Land Use Director

**Date:** Tuesday, August 6, 2013

**Subject:** Renewal of David Allison's contract to update the Public Land Section of the Sweetwater County Comprehensive Plan

---

Staff requests that the Board extend Mr. David Allison's contract for one year to enable Mr. Allison to continue his consulting services related to updating the Public Lands Section of the Sweetwater County Comprehensive Plan. To extend Mr. Allison's contract, Staff has provided Resolution 13-08-CC-04 for your consideration (see attached).

This attached resolution proposes to keep and enforce the same terms and conditions of Sweetwater County's August 15, 2012 contract but with one difference - the expiration date is set one year in advance at August 15, 2014 (see attached August 15, 2012 resolution of contract details).

Mr. Allison's current \$14,835 contract will expire on August 15, 2013.

To date Sweetwater County has paid Mr. Allison \$2,856.10. For this amount, Mr. Allison has:

- Provided an overview of federal land use planning to the Sweetwater County Federal Land Use Plan Steering Committee (Steering Committee).
- Conducted issue scoping meetings with Steering Committee.
- Provided a preliminary draft planning document to the Steering Committee and lead a discussion regarding the preliminary draft.
- Started the process of drafting a second preliminary draft plan for the Steering Committee review.

For Mr. Allison to complete his work with Sweetwater County, it is necessary that his contract be extended. Money has been budgeted to complete this work.

If you have any questions, regarding this request, please contact me.

Mark  
307-872-3917

## RESOLUTION 13-08-CC-04

### Contract Extension for Mr. David Allison's Public Lands Consulting Services

Whereas, Sweetwater County has determined it is necessary to update the Sweetwater County Comprehensive Plan as it relates to public lands; and

Whereas, on August 15, 2012, Sweetwater County contracted with Mr. Allison to provide consulting services to assist Sweetwater County in updating the Sweetwater County Comprehensive Plan as it relates public lands; and

Whereas, the Sweetwater County Comprehensive Plan – Public Lands Update is incomplete and Mr. Allison services are still needed for its completion;

Now therefore, let it be resolved that Mr. Allison's contract as approved by all parties on August 15, 2012 is hereby by extended with the same terms and conditions until August 15, 2014 (see attached August 15, 2012 Contract).

Dated this 6<sup>th</sup> day of August 2013

#### Sweetwater County Board of County Commissioners

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

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

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

\_\_\_\_\_  
Don Van Metre, Member

\_\_\_\_\_  
Reid West, Member

**Attest:**

**Consultant**

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

\_\_\_\_\_  
David L. Allison

# AGREEMENT

This agreement entered into this 15 day of AUGUST, 2012 by and between Sweetwater County, a political subdivision, in the State of Wyoming, hereinafter referred to as County, and David Allison doing business as David Allison Consulting, herein after referred to as, Contractor.

## RECITALS

WHEREAS, The public lands and related portions of the Sweetwater County 2002 Comprehensive Plan are in need of updating; and

WHEREAS, Contractor has the skills necessary to assist in the updating of the public lands and related portions of the Sweetwater County 2002 Comprehensive Plan; and

WHEREAS, The County desires to contract with Contractor for consulting services to update the public lands and related portions of the Sweetwater County 2002 Comprehensive Plan (Public Land Plan and Policy Update).

## SECTION I

### Terms

This agreement shall become effective the 15 day of AUGUST, 2012 and shall terminate one year after initial execution by the parties to this contract, unless terminated earlier under Section V.

## SECTION II

### Services

Contractor shall provide an estimated 139 hours of service for the completing the Public Land Plan and Policy Update. Said Update is to be completed by the 15 day of AUGUST, 2013 unless extended for to a future date agreed upon by all parties.

The services shall include:

- setting up and conducting an introductory meeting with the County Commission, the steering committee and other involved parties;
- conducting steering committee meetings, scoping meetings, public hearings and providing insight and advice during said meetings;
- reviewing, commenting on, and where appropriate, integrating scoping, public hearing and other comments into introductory and final amendment of public land plan/policies;

- participating in the public hearing preparation, coordination, discussion and comment review; and
- providing, assistance, advice and insight until all proposed revisions are complete and adopted by the Sweetwater County Board of County Commissioners.

It is understood that the County will be responsible for publishing the plan and will provide GIS services as needed for plan development.

## **SECTION III**

### **Compensation**

The parties agree that Contractor shall be compensated in an amount not to exceed \$15,000 for work outlined in Section II and the attached project proposal, which is incorporated herein. Compensation shall be paid as follows: Contractor shall submit a monthly billing, at the rate of Ninety Dollars (\$90.00) per hour, setting forth the hours expended and the tasks performed. Lodging will be billed at actual cost and mileage at \$0.55 per mile. The County shall pay said invoice within thirty (30) days of receipt thereof, or within the County's standard payment cycle.

## **SECTION IV**

### **Additional Work and Costs**

The County agrees to pay for additional travel outside of Sweetwater County and for any additional services, not outlined in the proposal but directed by the county commission. Additional costs shall be billed at the rate of Ninety Dollars (\$90.00) per hour, and travel costs are pre-approved by the County prior to expenditure.

## **SECTION V**

### **Breach and Award of Attorney's Fees for Prevailing Party**

In the event of a breach or disagreement by either party the aggrieved party shall give the breaching party notice of said breach, and an opportunity to cure said breach within thirty (30) days of the delivery of the written notice. If the breach is not cured within thirty (30) days, the aggrieved party may terminate this agreement or may proceed to enforce said agreement through legal action. Should either party file a claim against the other party pursuant to this paragraph and a judgment is obtained, the prevailing party shall be entitled to recover reasonable attorney's fees from the non-prevailing party.

## **SECTION VI**

### **Notice**

Any notice required or permitted to be given under this agreement shall be deemed properly given at the time it is personally delivered or mailed properly addressed and postpaid to the address specified below or as such other address as may be specified in writing.

Chairman  
Sweetwater County Board of County Commissioners  
80 West Flaming Gorge Way  
Green River, WY 82935

The Contractor:  
David Contractor Consulting  
PO Box 749  
Vernal, Utah 84078

## **SECTION VII**

### **Independent Contractor**

The Contractor is an independent contractor and not an employee of the County. The Contractor shall be responsible for all required taxes and worker's compensation premiums associated with his business.

## **SECTION VIII**

### **Governing Law**

It is agreed that this agreement shall be governed by, construed in accordance with the laws of the State of Wyoming.

# SECTION IX

## Entire Agreement

This agreement contains the binding agreement between the parties and supersedes all other agreements and representations, written or oral, on the subject matter of this agreement, including any statements and references in exhibits or attachments that may be in conflict with statements in this agreement.

Dated this 15<sup>th</sup> day of August, 2012.

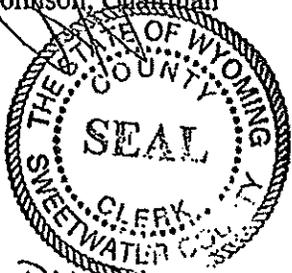
SWEETWATER COUNTY  
BOARD OF COUNTY COMMISSIONERS

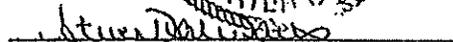
DAVID L Allison Consulting  
Contractor

  
Wally J. Johnson, Chairman

  
David L Allison, Consulting

ATTEST:



  
Steven Dale Davis  
Sweetwater County Clerk

PROPOSAL  
DAVID L ALLISON  
CONSULTING

August 2012

Sweetwater County Board of Commissioners  
Sweetwater County, Wyoming

This is in response to your request for a proposal to update the public lands and related portions of the Sweetwater County 2002 Comprehensive Plan (Public Land Plan and Policy Update).

The Public Land Plan and Policy Update can vary greatly in detail depending on the desires of the County. The estimates presented here are for basic documents that should give the county adequate direction in the management of public lands and well support their involvement as cooperators in the development of the Resource Management Plan or other applicable federal actions.

**Proposed Task and Estimates of Cost**

<u>Task</u>	<u>Hours</u>
Organizational meeting with Commissioners, Planners, and others.	8
Research on County's existing plans and documents.	25
Draft a plan outline.	20
Conduct and/or advise at four work sessions with Commissioners and others.	15
Prepare final draft.	20
Coordinate and participate Planning and Zoning Commission and Board of County Commissioner public hearings.	30
Legal review. (Connie Brooks @\$215)	5
Total	139 hours

Estimated Cost	\$13,135
Per Diem/Mileage	<u>\$ 1,700</u>
Total	\$14,835

Changes in task or plan content could be made if agreed upon. Additional work would be billed at \$90 per hour, mileage .55 per mile and food and lodging at actual cost.

The above is based on the assumption that the county will cover publication cost and that the county has GIS mapping capabilities and would produce the required maps. Depending on the degree the County finds other plans I have developed acceptable, the cost for development of the Public Land Plan and Policy could be reduced by approximately \$3000. This would reduce the cost of the policy portion to approximately \$11,835. The above represent estimated maximum cost for the task. Where possible the utilization of county staff would further reduce cost.

I strongly advise the county to create a Special Public Lands Committee (Steering Committee), consisting of no more than seven members, for the purpose of development of this plan. Not only can it take some of the work load off of the Commissioners, but elsewhere, they have provided valuable input into public land management. The scoping process offers an excellent opportunity to identify potential members.

It will take approximately 15 days to develop the draft the balance of time required to complete the process depends on timeliness of the County's adoptions process.

I am open to any suggested changes to this proposal or questions that you may have. If this proposal is acceptable I am looking forward to getting this project under way.

David L. Allison



Authorization for Human Service Contracts

8-6-13

Boys and Girls Club of Sweetwater County	\$ 60,000.00
Golden Hour Senior Citizen's Center	\$ 264,519.00
Hospice of Sweetwater County	\$ 98,000.00
Sweetwater Family Resource Center	\$ 53,832.00
Western Wyoming Family Planning	\$ 20,000.00
Volunteer Information and Referral Service	\$ 121,212.00
Young At Heart Senior Citizen's Center	\$ 301,550.00
YWCA of Sweetwater County	\$ 340,548.00
<b>Human Service Contracts</b>	<b>\$ 1,259,661.00</b>

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

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Reid O. West, Member

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

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

WITNESSETH:

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

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

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

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Term. The term of this Agreement shall be from July 1, 2013 through June 30, 2014.
2. Services. THE BOYS AND GIRLS CLUB agrees to make available facilities and staff for the purpose of providing various educational and enrichment programs for the boys and girls of Sweetwater County.
3. Funding. THE COUNTY has budgeted, appropriated, or otherwise made available up to a maximum amount of \$60,000 for The Boys and Girls Club expenses in providing the services identified in this Agreement. THE COUNTY'S total liability shall not exceed said amount. The payment of all amounts hereunder is subject to the availability of County

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

4. Payments. The parties hereto mutually agree that The Boys and Girls Club shall submit vouchers to THE COUNTY on or before the 25th day of each month during the contract term for review, approval and payment by THE COUNTY.

5. Responsibilities of The Boys and Girls Club: The Boys and Girls Club shall:

a. Use the budgeted, allocated and appropriated funds to provide services for the youth of Sweetwater County, as specified herein. Some of said funding may be used to implement the proposed capital construction projects of The Boys and Girls Club, as specified in The Boys and Girls Club's FY-2013 Funding Request. Said capital construction projects are for improvements at the property occupied by The Boys and Girls Club at 736 Massachusetts Avenue in Rock Springs, Wyoming.

b. Insure that the staff hired by The Boys and Girls Club is qualified.

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

d. Comply with all requirements for identifying eligible recipients for receiving benefits, and render services in accordance with all established guidelines, rules or regulations, to the extent funds are made available.

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

f. Maintain detailed minutes of all The Boys and Girls Club board meetings. The minutes shall include a list of all checks issued and their correct amounts, except for checks identifying individual clients which may be consolidated so that individual clients cannot be identified. The minutes shall be made available for public

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

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

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

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

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

- (1) In the case of THE COUNTY:

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

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

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

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 2013.

BOARD OF COUNTY COMMISSIONERS FOR  
SWEETWATER COUNTY, WYOMING

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

ATTEST:

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

Dated this 15<sup>th</sup> day of July, 2013.

The Boys and Girls Club of Sweetwater County

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

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

ATTEST:

\_\_\_\_\_

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

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

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

WITNESSETH:

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

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

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

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Term. The term of this Agreement shall be from July 1, 2013 through June 30, 2014.
2. Services. GOLDEN HOUR agrees to provide the following services to residents of Sweetwater County, Wyoming:
  - a. Home delivered meals and special diets for seniors.
  - b. Adult home care and care management
  - c. Certain health objectives, re: blood pressure cuffs, pulse oximeters, etc.
  - d. Activities for seniors.
3. Funding. THE COUNTY has budgeted, appropriated, or otherwise made available up

to a maximum amount of \$264,519 for GOLDEN HOUR expenses in providing the services identified in this Agreement. THE COUNTY'S total liability shall not exceed said amount. The payment of all amounts hereunder is subject to final approval of the preliminarily budgeted amount, the availability of County funds and to GOLDEN HOUR'S compliance with the terms and conditions of this Agreement.

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

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

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

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

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

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

6. County Responsibilities: THE COUNTY shall:

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

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

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

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

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

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

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

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

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

(1) In the case of THE COUNTY:

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

(2) In the case of GOLDEN HOUR:

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

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 2013.

BOARD OF COUNTY COMMISSIONERS FOR  
SWEETWATER COUNTY, WYOMING

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

ATTEST:

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 2013.

GOLDEN HOUR  
SENIOR CITIZEN'S CENTER.

By: Bette LeTrotter

Title: Executive Director

ATTEST:

KMACT

Title: CSM Bank of the West

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

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

WITNESSETH:

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

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

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

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Term. The term of this Agreement shall be from July 1, 2013 through June 30, 2014.
2. Services. HOSPICE agrees to provide the following services to residents of Sweetwater County:
  - a. Patient-Family Services: Provide physical, emotional, and social assistance to the terminally ill and their families.
  - b. Bereavement Services: Help the family survivors through the year following death.
  - c. Community Education Services: Assist other agencies in dealing with the terminally ill and offer information on the dying process, grief, and bereavement to the

community.

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

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

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

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

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

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

6. County Responsibilities: THE COUNTY shall:

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

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

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

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

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

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

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

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

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

(1) In the case of THE COUNTY:

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

(2) In the case of HOSPICE:

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

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 2013.

BOARD OF COUNTY COMMISSIONERS FOR  
SWEETWATER COUNTY, WYOMING

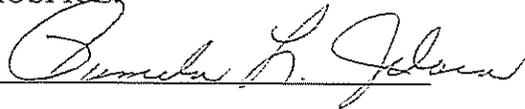
By: \_\_\_\_\_  
Wally Johnson, Chairman  
Board of County Commissioners  
for Sweetwater County, Wyoming

ATTEST:

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

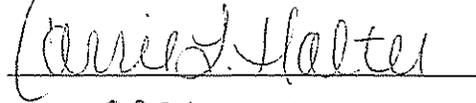
Dated this \_\_\_\_ day of \_\_\_\_\_, 2013.

SWEETWATER COUNTY  
HOSPICE

By: 

Title: Executive Director

ATTEST:



Title: Office Manager

**AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS FOR  
SWEETWATER COUNTY, AND THE SWEETWATER FAMILY RESOURCE CENTER**

THIS AGREEMENT made and entered into by and between the County of Sweetwater, Wyoming, 80 West Flaming Gorge Way, Green River, Wyoming, 82935-4250, and the Sweetwater Family Resource Center, 538 Pilot Butte, Rock Springs, Wyoming 82901.

WITNESSETH:

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

WHEREAS, the Sweetwater Family Resource Center hereinafter "FAMILY RESOURCE CENTER", is willing, able and capable of providing the services herein specified to the citizens of Sweetwater County, Wyoming; and

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

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Term. The term of this Agreement shall be from July 1, 2013, through June 30, 2014.
2. Services. FAMILY RESOURCE CENTER agrees to provide the following assistance to residents of Sweetwater County anger management services, parenting classes and supervised visitation and exchange. The FAMILY RESOURCE CENTER will supervise visitation and assist in child exchanges to avoid confrontation between spouses.
3. Funding. THE COUNTY has budgeted, appropriated, or otherwise made available up to a maximum amount of \$53.832 for FAMILY RESOURCE CENTER expenses in providing the services identified in this Agreement. THE COUNTY'S total liability shall not exceed said amount. The payment of all amounts hereunder is subject to final approval of the preliminarily

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

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

5. Responsibilities of FAMILY RESOURCE CENTER: FAMILY RESOURCE CENTER shall:

- a. Use the budgeted, allocated and appropriated funds only to provide the services specified herein.
- b. Insure that the staff hired by FAMILY RESOURCE CENTER is qualified.
- c. Insure that a good and sufficient fidelity bond covers all personnel handling money.
- d. Comply with all requirements for identifying eligible recipients for receiving benefits, and render services in accordance with all established guidelines, rules or regulations, to the extent funds are made available.
- e. Insure that no person shall be discriminated against in employment, or be excluded from participation in or be denied the benefits of any activity funded in whole or in part with the funds made available under this Agreement on the grounds of race, color, national origin, age, sex, handicap or disability.
- f. Maintain detailed minutes of all FAMILY RESOURCE CENTER board meetings. The minutes shall include a list of all checks issued and their correct amounts, except for checks identifying individual clients which may be consolidated so that individual clients cannot be identified. The minutes shall be made available for public inspection during regular business hours. The minutes shall comply with all applicable laws, rules and regulations concerning confidentiality of client records.

FAMILY RESOURCE CENTER may use executive sessions for the discussion of personnel or client matters where permitted by applicable law.

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

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

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

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

6. County Responsibilities: THE COUNTY shall:

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

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

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

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

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

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

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

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

(1) In the case of THE COUNTY:

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

(2) In the case of FAMILY RESOURCE CENTER:

The Sweetwater County Family Resource Center  
538 Pilot Butte  
Rock Springs, Wyoming 82901

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 2013.

BOARD OF COUNTY COMMISSIONERS FOR  
SWEETWATER COUNTY, WYOMING

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

ATTEST:

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 2013.

THE SWEETWATER COUNTY  
FAMILY RESOURCE CENTER

By: Michelle E. McFarland

Title: Vice-President

ATTEST:

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

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

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

WITNESSETH:

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

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

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

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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

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

4. Payments. The parties hereto mutually agree that FAMILY PLANNING shall submit vouchers to THE COUNTY on or before the 25th day of each month during the contract term for review, approval and payment by THE COUNTY.
5. Responsibilities of FAMILY PLANNING: FAMILY PLANNING shall:
  - a. Use the budgeted, allocated and appropriated funds only to provide the services specified herein.
  - b. Insure that the staff hired by FAMILY PLANNING is qualified.
  - c. Insure that a good and sufficient fidelity bond covers all personnel handling money.
  - d. Comply with all requirements for identifying eligible recipients for receiving benefits, and render services in accordance with all established guidelines, rules or regulations, to the extent funds are made available.
  - e. Insure that no person shall be discriminated against in employment, or be excluded from participation in or be denied the benefits of any activity funded in whole or in part with the funds made available under this Agreement on the grounds of race, color, national origin, age, sex, handicap or disability.
  - f. Maintain detailed minutes of all FAMILY PLANNING board meetings. The minutes shall include a list of all checks issued and their correct amounts, except for checks identifying individual clients which may be consolidated so that individual clients cannot be identified. The minutes shall be made available for public inspection during regular business hours. The minutes shall comply with all applicable laws, rules and regulations concerning confidentiality of client records. FAMILY PLANNING may use executive sessions for the discussion of personnel or client matters where permitted by applicable law.
  - g. Allow THE COUNTY to examine FAMILY PLANNING'S financial records at any time.
  - h. Insure that a certified public accountant will conduct an annual independent financial and compliance audit and provide THE COUNTY with a copy of the audit.
  - i. Comply with all federal, state and local laws, rules and regulations applicable to

FAMILY PLANNING with respect to the services provided pursuant to this Agreement.

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

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

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

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

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

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

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

(1) In the case of THE COUNTY:

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

(2) In the case of FAMILY PLANNING:

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

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 2013.

BOARD OF COUNTY COMMISSIONERS  
FOR SWEETWATER COUNTY, WYOMING

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

ATTEST:

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 2013.

WESTERN WYOMING  
FAMILY PLANNING.

By: Kathy Kumer  
Title: Board Chairman/President

ATTEST:

Stevy Addick  
Title: Director

**AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS FOR  
SWEETWATER COUNTY, AND VOLUNTEER INFORMATION AND REFERRAL  
SERVICE**

THIS AGREEMENT made and entered into by and between the County of Sweetwater, Wyoming, 80 West Flaming Gorge Way, Green River, Wyoming, 82935-4250, and Volunteer Information and Referral Service, 809 Thompson Street, Suite F, Rock Springs, Wyoming 82935.

WITNESSETH:

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

WHEREAS, Volunteer Information and Referral Service, hereinafter "VIRS", is willing, able and capable of providing the services herein specified to the citizens of Sweetwater County, Wyoming; and

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

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Term. The term of this Agreement shall be from July 1, 2012 through June 30, 2013, and may, if not supplanted by a new Agreement, or terminated pursuant to the terms hereof, continue on a month-to-month basis for not more than three months thereafter.
2. Services. VIRS agrees to provide the following services to residents of Sweetwater County, Wyoming:
  - a. Respite Care: Provide in-home care to help meet the needs of families with a

handicapped or disabled family member enabling other family members to leave the home temporarily.

b. Community Projects for Children: Through a child protection program, provide information, education, and referral on issues of child abuse and neglect.

3. Funding. THE COUNTY has budgeted, appropriated, or otherwise made available up to a maximum amount of \$121,212.00 for VIRS expenses in providing the services identified in this Agreement. THE COUNTY'S total liability shall not exceed said amount. The payment of all amounts hereunder is subject to final approval of the preliminarily budgeted amount, the availability of County funds and to VIRS'S compliance with the terms and conditions of this Agreement.

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

5. Payments. The parties hereto mutually agree that VIRS shall submit vouchers to THE COUNTY on or before the 25th day of each month during the contract term for review, approval and payment by THE COUNTY.

6. Responsibilities of VIRS: VIRS shall:

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

VIRS with respect to the services provided pursuant to this Agreement.

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

7. County Responsibilities: THE COUNTY shall:

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

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

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

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

10. VIRS Status. VIRS represents that it is managed by its own independent board of trustees.

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

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

13. General Provisions.

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

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

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

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

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

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

(1) In the case of THE COUNTY:

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

(2) In the case of VIRS:

Volunteer Information Referral Service  
809 Thompson Street, Suit F  
Rock Springs, Wyoming 82901

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

Dated this 17 day of July, 2012. <sup>13cc</sup>

BOARD OF COUNTY COMMISSIONERS FOR  
SWEETWATER COUNTY, WYOMING

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

ATTEST:

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

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

VOLUNTEER INFORMATION  
REFERRAL SERVICE

By: Ann Copelan  
Title: Executive Director

ATTEST:

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

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

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

WITNESSETH:

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

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

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

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Term. The term of this Agreement shall be from July 1, 2013 through June 30, 2014, and may, if not supplanted by a new Agreement, or terminated pursuant to the terms hereof, continue on a month-to-month basis for not more than three months thereafter.
2. Services. YOUNG AT HEART agrees to provide the following services to residents of Sweetwater County, Wyoming:
  - a. Home delivered meals and special diets for seniors.
  - b. Adult home care and care management

- c. Certain health objectives, re: blood pressure cuffs, pulse oximeters, etc.
  - d. Activities for seniors.
3. Funding. THE COUNTY has budgeted, appropriated, or otherwise made available up to a maximum amount of \$301,550 for YOUNG AT HEART expenses in providing the services identified in this Agreement. THE COUNTY'S total liability shall not exceed said amount. The payment of all amounts hereunder is subject to final approval of the preliminarily budgeted amount, the availability of County funds and to YOUNG AT HEART'S compliance with the terms and conditions of this Agreement.
4. Furniture and Equipment. The parties mutually understand and agree that it may be necessary at times for YOUNG AT HEART to use allocated funds for the purchase of furniture and equipment to facilitate the provision of services hereunder. YOUNG AT HEART agrees that any furniture or equipment with a purchase price of Four Hundred Dollars (\$400.00) or more shall become the property of and be turned over to THE COUNTY in the event YOUNG AT HEART ceases to provide the services specified herein to residents of Sweetwater County or THE COUNTY ceases to provide funding to YOUNG AT HEART for said services. YOUNG AT HEART shall maintain said property in good condition and maintain sufficient property and casualty insurance on said property. The parties mutually agree that this provision shall survive the expiration of the term of this Agreement.
5. Payments. The parties hereto mutually agree that YOUNG AT HEART shall submit vouchers to THE COUNTY on or before the 25th day of each month during the contract term for review, approval and payment by THE COUNTY.
6. Responsibilities of YOUNG AT HEART: YOUNG AT HEART shall:
- a. Use the budgeted, allocated and appropriated funds only to provide the services specified herein.

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

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

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

7. County Responsibilities: THE COUNTY shall:

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

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

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

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

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

11. Assignment. YOUNG AT HEART may not assign this Agreement, or its rights, duties

or obligations therein, without the prior written consent of THE COUNTY, which consent will not be withheld unreasonable.

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

13. General Provisions.

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

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

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

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

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

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

(1) In the case of THE COUNTY:

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

(2) In the case of YOUNG AT HEART:

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

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 2013.

BOARD OF COUNTY COMMISSIONERS FOR  
SWEETWATER COUNTY, WYOMING

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

ATTEST:

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 2013.

YOUNG AT HEART  
SENIOR CITIZEN'S CENTER.

By: *Deanna Cox*  
Title: *Director 7-10-13*

ATTEST:

*Mary Brown*  
Title: *Board Chairman*

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

THIS AGREEMENT made and entered into by and between the County of Sweetwater, Wyoming, 80 West Flaming Gorge Way, Green River, Wyoming, 82935-4250, and YWCA of Sweetwater County, P.O. Box 1667, Rock Springs, Wyoming 82902-1667.

WITNESSETH:

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

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

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

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Term. The term of this Agreement shall be from July 1, 2013 through June 30, 2014.
2. Services. YWCA agrees to provide the following services to residents of Sweetwater County, Wyoming:

- a. S.A.S.H. Program: Coordinate and administrate the YWCA Support and Safe House to address the needs of battered persons and their children and to create alternatives for them. Provide public education on the subject of domestic violence and sexual assault by way of lectures, films, discussion groups, training, etc. Provide referral services and/or short-term peer counseling to victims of sexual assault and domestic violence and their children. Operate a shelter for battered women and their

children, which provides a safe place for them to stay; provide men and their children with comparable alternative shelter.

b. Child Care Program: Provide childcare for children in Rock Springs and Green River, including a sliding scale for low-income families.

c. Big Brothers/Big Sisters Program: Provide service and coordinate the placement of children in need with adult volunteers to provide for friendship and one-on-one relationships.

3. Funding. THE COUNTY has budgeted, appropriated, or otherwise made available up to a maximum amount of \$340,548 for YWCA expenses in providing the services identified in this Agreement. THE COUNTY'S total liability shall not exceed said amount. The payment of all amounts hereunder is subject to final approval of the preliminarily budgeted amount, the availability of County funds and to YWCA'S compliance with the terms and conditions of this Agreement.

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

5. Responsibilities of YWCA: YWCA shall:

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

b. Insure that the staff hired by YWCA is qualified.

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

d. Comply with all requirements for identifying eligible recipients for receiving benefits, and render services in accordance with all established guidelines, rules or

regulations, to the extent funds are made available.

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

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

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

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

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

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

6. County Responsibilities: THE COUNTY shall:

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

b. Make regular payments to YWCA based on vouchers received from YWCA,

up to the total maximum amounts allocated pursuant to this Agreement, subject to the budgeting, allocation and availability of funds and to YWCA'S compliance with the terms and conditions of this Agreement.

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

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

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

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

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

12. General Provisions.

a. This Agreement constitutes the entire agreement between the parties and Agreement between the Board of County Commissioners for Sweetwater County, Wyoming, and YWCA of Sweetwater County

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

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

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

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

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

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

(1) In the case of THE COUNTY:

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

(2) In the case of YWCA:

YWCA of Sweetwater County.  
P.O. Box 1667  
Rock Springs, Wyoming 82902-1667

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 2013.

BOARD OF COUNTY COMMISSIONERS FOR  
SWEETWATER COUNTY, WYOMING

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

ATTEST:

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

Dated this 11<sup>th</sup> day of July, 2013.

YWCA OF SWEETWATER COUNTY.  
By: Margaret Gibbons  
Title: Board President

ATTEST:

Christie D. Gendall  
Title: YWCA Executive Director





CB  
7/30/13

## ENHANCED AIR SERVICE COOPERATIVE AGREEMENT

This agreement is entered into by and between SWEETWATER COUNTY, hereinafter referred to as "County", whose address is 80 West Flaming Gorge Way, Suite 150, Green River, WY 82935, CITY OF GREEN RIVER, a Wyoming Municipal Corporation whose address is 50 East 2<sup>nd</sup> Street, Green River, WY 82935, and CITY OF ROCK SPRINGS, a Wyoming Municipal Corporation whose address is 212 D Street, Rock Springs, WY 82901, collectively referred to as "Co-Sponsors".

### RECITALS

WHEREAS, the Parties hereto understand and agree that enhanced air service at the Rock Springs Airport as provided by Wyoming Statute provides a benefit and advantage to the Co-sponsors, the traveling public, and the citizens of the Rock Springs, Green River, and Sweetwater County; and,

WHEREAS, the Parties hereto understand and agree that each of them bears responsibility for providing the funding necessary to perpetuate the program.

NOW, THEREFORE, in support of their mutual covenants and the exchange of consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

#### I. The Program

The program will consist of enhanced service through SkyWest Airlines from Rock Springs, Wyoming to Salt Lake City, Utah. The level of service is to provide no less than two frequencies per day scheduled to optimize the bank time to Delta Airlines in Salt Lake City, Utah. SkyWest Airlines will provide service with the Brasilia, 30-passenger aircraft. The service will be provided from January 1, 2013 through December 31, 2013. The parties agree that the Co-Sponsors and the traveling public shall derive a benefit and advantage by reason of having contracted under this cooperative agreement.

#### II. Terms of Agreement

The purpose of this Agreement is to provide for the funding of air service enhancement, as defined in Wyo. Stat. Ann. § 10-3-601 et seq., from Salt Lake City, Utah to Rock Springs, Wyoming. By contract between Sweetwater County and the Wyoming Department of Transportation (WYDOT), WYDOT has represented that SkyWest Airlines has assured that there shall be scheduled air service instituted and continued between Rock Springs, Wyoming (RKS) and Salt Lake City, Utah (SLC), (the "Service") for 1 year ("Service Period"). Said contract between Sweetwater County and the Wyoming Department of Transportation (WYDOT) is attached hereto as "EXHIBIT A" and is specifically incorporated herein by reference.

### III. Responsibilities of Co-Sponsors during the Service Period.

Monthly invoices will be received by the Wyoming Department of Transportation (WYDOT) and County from SkyWest Airlines with a daily summary of load factors, number of revenue and non-revenue passengers using the service, flight completion information, on time performance, and all other relevant data concerning flight operations for the Service. At the end of each quarter an invoice will be sent to WYDOT. WYDOT will review and approve invoices prior to invoices being submitted to the County. The County will then provide this invoice to the Co-Sponsors. Co-Sponsors shall pay full amount due to the County within 30 days of the submission of the invoice.

### IV. Reimbursement

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 shall be sent to WYDOT and the County which shall show the final revenues and actual costs for the preceding month. The statement will show all calculations for the subsidy, including a 5% margin on costs. Each quarter will be trued up and summarized with all costs and revenues in the invoice. At the end of this Agreement, SkyWest shall prepare a report to the County showing total revenues, costs, and margin for the 1 year term of this Agreement. The County shall provide this report to the Co-Sponsors. County shall be responsible for payment of Twenty-Eight Percent (28%) of the total monthly subsidy submitted each quarter, with a total maximum exposure of Five Hundred Thirty Five Thousand Nine Hundred Twenty Dollars (\$535,920.00). The Co-Sponsors hereby agree to reimburse the County for their proportionate shares of the total monthly subsidy based on the airline revenue for that quarter, less previous payments, as set forth below, within thirty days after billing. Invoices will be submitted to each Co-Sponsor with calculations already completed and totals due to the County. The percentages set forth below shall reflect that portion of the total invoice for which each Co-Sponsor is responsible. Billing will occur at the completion of each quarter, unless otherwise agreed upon between the parties. Co-Sponsors shall pay as follows:

- A. The City of Rock Springs shall pay Thirty Three Percent (33%) of the total quarterly invoice. The maximum exposure for the City of Rock Springs for the 1 year contract shall be no more than One Hundred Seventy Six Thousand Eight Hundred Fifty Three and 60/100 Dollars (\$176,853.60);
- B. The City of Green River shall pay Twenty Two Percent (22%) of the total quarterly invoice. The maximum exposure for the 1 year contract shall be no more than One Hundred Seventeen Thousand Nine Hundred Two and 40/100 Dollars (\$117,902.40).
- C. County shall be responsible for the remaining Forty Five Percent (45%) of the total quarterly invoice.

## V. General Provisions

- A. To the extent required by any state or federal law, the Co-Sponsors shall be bound as though they were a "Sponsor" by the terms of the agreement between County and WYDOT, attached hereto as "EXHIBIT A" as though the provisions regarding "Americans with Disabilities", "Non-discrimination" and "Kickbacks" were fully set forth herein.
- B. Any party may request changes in this Agreement. Any changes, modifications, revisions or amendments to this Agreement which are mutually agreed upon by and between the parties to this Agreement shall be incorporated by written instrument, executed and signed by all parties to this Agreement.
- C. The County and Co-Sponsors shall provide free access to any pertinent books, documents and papers to each other, the State of Wyoming, the Federal Grantor Agency, the Comptroller General of the United States, the United States Department of Labor, or any of their duly authorized representatives for the purpose of inspection, audit and copying. The parties hereto shall keep copies of these records for at least three years after final payment and settlement.
- D. The Parties hereto shall keep informed of and comply with all applicable Federal, State, and Local laws and regulations in the performance of this Agreement.
- E. This agreement, consisting of four pages and an "EXHIBIT A", represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.
- F. Each party is responsible for its own acts and omissions and the result thereof to the extent provided by law.
- G. All notices arising out of, or from, the provisions of this Agreement shall be in writing and given to the parties at the address provided under this Agreement, either by regular mail or delivery in person.
- H. Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of this Agreement shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- I. The parties hereto 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.

J. The terms of this Agreement, and any amendments thereto, shall be binding upon and inure to the parties hereto, their administrators and successors.

IN WITNESS HEREOF, the parties to this Agreement, either personally by and through their duly authorized representatives, have executed this Agreement on the day and date set forth below and certify that they have read, understood, and agreed to the terms and conditions of this Agreement.

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

ATTEST:

CITY OF ROCK SPRINGS

\_\_\_\_\_

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

Carl Demshar, Mayor

\_\_\_\_\_

Date

ATTEST:

CITY OF GREEN RIVER

\_\_\_\_\_

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

Hank Castillon, Mayor

\_\_\_\_\_

Date

ATTEST:

SWEETWATER COUNTY COMMISSION

\_\_\_\_\_

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

Wally J. Johnson, Chairman

\_\_\_\_\_

Date

# EXHIBIT A

GRANT AGREEMENT  
BETWEEN THE  
WYOMING DEPARTMENT OF TRANSPORTATION  
AND THE SWEETWATER COUNTY COMMISSION

Air Service Enhancement Program  
Rock Springs, WY  
Project Number: ASRKS01

- 1. Parties.** The parties to this agreement are the WYOMING DEPARTMENT OF TRANSPORTATION, hereinafter referred to as "WYDOT", whose address is 5300 Bishop Blvd., Cheyenne, WY 82009 and the SWEETWATER COUNTY COMMISSION, hereinafter referred to as "Sponsor," whose address is 80 West Flaming Gorge Way, Suite 109, Green River, WY 82935.
- 2. Purpose.** The Sponsor desires to participate in the Air Service Enhancement Program administered by WYDOT. This Program will consist of enhanced service through SkyWest Airlines from Rock Springs, Wyoming to the Salt Lake City hub. The level of service will provide two round trips per day scheduled to optimize bank times to Delta Airlines at Salt Lake City, Utah. SkyWest Airlines will provide service with the EMB 120 and 30 seats. The service will be provided January 1, 2013 through December 31, 2013. WYDOT, the Sponsor, and the traveling public shall derive a benefit and advantage by reason of having contracted under this Air Service Enhancement Program.
- 3. Terms of Agreement.** The purpose of this Agreement is to provide air service enhancement, as defined in Wyo. Stat. Ann. §10-3-601 et seq., from Salt Lake City, Utah to Rock Springs, Wyoming. SkyWest Airlines will assure, by contract, that there is scheduled air service instituted and continued between Rock Springs, Wyoming (RKS) and Salt Lake City, Airport (SLC), (referred to as the "Service") for 12 months ("Service Period").
- 4. Responsibilities of the Sponsor during the Service Period.** Monthly statements and quarterly invoices will be received by WYDOT and the Sponsor from SkyWest Airlines with a summary of load factors, number of revenue and non-revenue passengers using the service, flight completion information, on time performance, and all other relevant data concerning flight operations for the Service. WYDOT will review invoices and send payment to the Sponsor. The Sponsor will pay full amount to SkyWest Airlines within 15 days of receipt of payment from WYDOT.
- 5. Reimbursement.** 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 to WYDOT and the Sponsor which shall show the final revenues and actual costs for the preceding calendar month. The statement will show all calculations supporting the total, including a 5% margin on costs. Total costs are the sum of non-fuel costs and fuel costs. Non-fuel costs shall be calculated by multiplying the block hours associated with the market by the following cost per hourly rate of One

Thousand, Four Hundred and Seventy One Dollars (\$1,599) for the EMB 120 block hours operated January 1, 2013 through December 31, 2013. The rate includes the 5% profit margin and all non-fuel costs. In addition, the rate reduction reflects an on-going discount for SkyWest performing the ground handling in Rock Springs. Each quarter the amounts will be trued up and summarized with the total costs (non-fuel and fuel costs) and revenues in an invoice. To the extent the Sponsor owes SkyWest Airlines a payment for such quarter it shall pay to SkyWest Airlines, within 15 days of its receipt of payment from WYDOT, the full amount owed. Sponsor agrees to pay Twenty Eight percent (28%) of the total monthly payment submitted each quarter with a maximum exposure of Five Hundred Thirty Five Thousand, Nine Hundred and Twenty Dollars (\$535,920) for the 12-month term. To the extent SkyWest Airlines' revenues for such calendar month were greater than the actual costs plus margin for the month, WYDOT shall have no monthly payment obligation to the Sponsor or SkyWest Airlines for such month or partial month as the case may be. At the end of the term of this Agreement, the Sponsor shall ensure that SkyWest prepare a report showing total revenues, costs, and margin for the 12-month term of the Agreement. In no event shall WYDOT be obligated to pay the Sponsor or SkyWest Airlines an aggregate amount in excess of One Million, Nine Hundred Fourteen Thousand Dollars (\$1,914,000). Assuming all criteria above are met, WYDOT's financial commitment to this service, through the Sponsor, shall be Seventy Two percent (72%) of the total payment submitted each quarter with a maximum exposure of One Million, Three Hundred Seventy Eight Thousand, and Eighty Dollars (\$1,378,080).

6. **Default.** If the Sponsor fails to pay any amount herein provided when the same shall become due and payable, WYDOT may terminate this Agreement as to any or all items and any other remedy at law or in equity. Notwithstanding any such action, the Sponsor shall remain liable for the full performance of all obligations on its part to be performed under this Agreement.

7. **General Provisions:**

- a. **Amendments.** Either party may request changes in this Agreement. Any changes, modifications, revisions or amendments to this Agreement which are mutually agreed upon by and between the parties to this Agreement shall be incorporated by written instrument, executed and signed by all parties to this Agreement.
- b. **Americans with Disabilities Act.** The Sponsor shall not discriminate against a qualified individual with a disability and shall comply with the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. 12101, *et seq.*, and/or any properly promulgated rules and regulations related thereto.
- c. **Applicable Law and Venue.** The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties, and the venue shall be in the First Judicial District, Laramie County, Wyoming.

- d. **Assignment/Agreement Not Used as Collateral.** Neither party shall assign nor 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.
- e. **Audit/Access to Records.** The Sponsor shall provide free access to any pertinent, books, documents, and papers to the State of Wyoming, the Federal Grantor Agency, the Comptroller General of the United States, the United States Department of Labor, or any of their duly authorized representatives for the purpose of inspection, audit and copying. The Sponsor shall provide proper facilities for such access and inspection. The Sponsor shall keep copies of these records for at least three years after final payment and settlement.
- f. **Availability of Funds.** Each payment obligation of WYDOT 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 the continuance of the services, this Agreement may be terminated by WYDOT at the end of the period for which the funds are available. WYDOT will notify the Sponsor at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to WYDOT in the event this provision is exercised, and WYDOT will 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 WYDOT to terminate this Agreement in order to acquire similar services from another party.
- g. **Compliance with Law.** The Sponsor shall keep informed of and comply with all applicable, Federal, State and Local laws and regulations in the performance of this Agreement.
- h. **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, whether written or oral.
- i. **Indemnification.** Each party is responsible for its own acts and omissions and the result thereof to the extent provided by law. The liability of state agencies and state governmental entities is governed by Wyo. Stat. 1-39-101, *et seq.*
- j. **Kickbacks:**
- (i.) The Sponsor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in the Department of Labor Regulations (29 CFR, Part 3). This Act provides that the Sponsor are prohibited from inducing by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled.
  - (ii.) The Sponsor 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.

(iii.) No staff member of the Sponsor shall engage in any contract or activity which would constitute a conflict of interest as related to this Agreement.

(iv.) If the Sponsor breach or violate this warranty, WYDOT may, at its discretion, terminate this Agreement without liability to WYDOT, or deduct from the agreement price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

k. **Nondiscrimination.** The Sponsor 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. The Sponsor shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin or disability in connection with the performance of this Agreement.

l. **Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing and given to the parties at the address provided under this Agreement, either by regular mail or delivery in person.

m. **Prior Approval.** This Agreement shall not be binding upon either party unless this Agreement is approved as to form by the Attorney General or his representative.

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

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

p. **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.

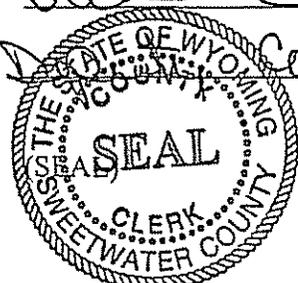
- q. **Independent Contractor.** The Sponsor is an independent contractor for the purpose of this Contract, and shall not be considered an employee of the State of Wyoming for any purpose. The Sponsor shall assume sole responsibility for any debts or liabilities incurred by the Sponsor in fulfilling 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 Sponsor or its agents and/or employees to act as an agent or representative for or on behalf of the State of Wyoming or WYDOT, or to incur any obligation of any kind on the behalf of the State of Wyoming or WYDOT. The Sponsor agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to State of Wyoming employees will inure to the benefit of the Sponsor or the sponsor's agents and/or employees as a result of this Contract
- r. The terms of this Agreement, and any amendments thereto, shall be binding upon and inure to the parties hereto, their administrators and successors.

"INTENTIONALLY LEFT BLANK"

8. **Signatures.** In witness whereof, the parties to this Agreement, either personally or through their duly authorized representatives, have executed this Agreement on the day and date set out below and certify that they have read, understood, and agreed to the terms and conditions of this Agreement.

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

ATTEST:

Victoria East  
County Clerk  
The seal of Sweetwater County, Wyoming, is circular with a rope-like border. It contains the text "THE STATE OF WYOMING" at the top, "SWEETWATER COUNTY" at the bottom, and "CLERK" in the center. A large "SEAL" is stamped across the middle.

(PARTY)

By: [Signature]  
(TITLE)  
7-16-13  
Date

ATTEST:

Michael Hipple  
Secretary-Wyoming Aeronautics Commission

WYOMING DEPARTMENT OF  
TRANSPORTATION

By: [Signature]  
Dennis Byrne, Administrator  
7/9/13  
Date

Approved as to form:

By: [Signature] 7/11/13  
Jackson Engels  
Senior Assistant Attorney General  
State of Wyoming

Date Prepared: \_\_\_\_\_



# GRANT AGREEMENT

Federal Aviation  
Administration

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## Part I - Offer

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**Date of Offer:** July 25, 2013  
**Airport:** Rock Springs-Sweetwater County  
**Project Number:** 3-56-0025-31  
**Contract Number:** DOT-FA13NM-1039  
**DUNS Number:** 18-301-6310

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

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

Whereas, the Sponsor has submitted to the FAA a Project Application dated April 22, 2013 for a grant of Federal funds for a project at or associated with Rock Spring-Sweetwater County Airport, which Project Application, as approved by the FAA, is hereby incorporated herein and made a part hereof; and

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

**Rehabilitate Runway 03/21,**

all as more particularly described in the Project Application.

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

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

#### Conditions

1. The maximum obligation of the United States payable under this offer shall be \$1,014,627. For the purpose of any future grant amendments, which may increase the foregoing maximum obligation of the United States under the provisions of Section 47108(b) of the Act, the following amounts are being specified for this purpose:  

\$0 for planning  
\$1,014,627 for airport development and noise program implementation
2. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under the Act.
3. Payment of the United States share of the allowable project costs will be made pursuant to and in accordance with the provisions of such regulations and procedures as the Secretary shall prescribe. Final determination of the United States share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
4. The sponsor shall carry out and complete the Project without undue delay and in accordance with the terms hereof, and such regulations and procedures as the Secretary shall prescribe, and agrees to comply with the assurances which were made part of the project application.
5. The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the sponsor.
6. This offer shall expire and the United States shall not be obligated to pay any part of the costs of the project unless this offer has been accepted by the sponsor on or before August 30, 2013, or such subsequent date as may be prescribed in writing by the FAA.
7. The Sponsor shall take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or disbursed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. It shall obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. It shall return the recovered Federal share, including funds recovered by settlement, order or judgment, to the Secretary. It shall furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share shall be approved in advance by the Secretary.
8. The United States shall not be responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.

## Special Conditions

9. The sponsor will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the "Current FAA Advisory Circulars Required For Use In AIP Funded and PFC Approved Projects," dated April 16, 2013, and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.
10. It is mutually understood and agreed that if, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000.00 or five percent (5%), whichever is greater, the maximum obligation of the United States can be unilaterally reduced by letter from the FAA advising of the budget change. Conversely, if there is an overrun in the total actual eligible and allowable project costs, FAA may increase the maximum grant obligation of the United States to cover the amount of the overrun not to exceed the statutory percent limitation and will advise the Sponsor by letter of the increase. It is further understood and agreed that if, during the life of the project, the FAA determines that a change in the grant description is advantageous and in the best interests of the United States, the change in grant description will be unilaterally amended by letter from the FAA. Upon issuance of the aforementioned letter, either the grant obligation of the United States is adjusted to the amount specified or the grant description is amended to the description specified.
11. For a project to replace or reconstruct pavement at the airport, the Sponsor shall implement an effective airport pavement maintenance management program as is required by Airport Sponsor Assurance Number C-11. The Sponsor shall use such program for the useful life of any pavement constructed, reconstructed, or repaired with federal financial assistance at the airport. As a minimum, the program must conform with the provisions outlined below:

### PAVEMENT MAINTENANCE MANAGEMENT PROGRAM

An effective pavement maintenance management program is one that details the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed. An airport sponsor may use any form of inspection program it deems appropriate. The program must, as a minimum, include the following:

- a. **Pavement Inventory.** The following must be depicted in an appropriate form and level of detail:

- (1) location of all runways, taxiways, and aprons;
- (2) dimensions;
- (3) type of pavement, and;
- (4) year of construction or most recent major rehabilitation.

For compliance with the Airport Improvement Program (AIP) assurances, pavements that have been constructed, reconstructed, or repaired with federal financial assistance shall be so depicted.

- b. **Inspection Schedule.**

- (1) **Detailed Inspection.** A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," the frequency of inspections may be extended to three years.
- (2) **Drive-By Inspection.** A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition.

- c. **Record Keeping.** Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The types of distress,

their locations, and remedial action, scheduled or performed, must be documented. The minimum information to be recorded is listed below:

- (1) inspection date,
- (2) location,
- (3) distress types, and
- (4) maintenance scheduled or performed.

For drive-by inspections, the date of inspection and any maintenance performed must be recorded.

**d. Information Retrieval.** An airport sponsor may use any form of record keeping it deems appropriate, so long as the information and records produced by the pavement survey can be retrieved to provide a report to the FAA as may be required.

**e. Reference.** Refer to Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements and establishing an effective maintenance program. Specific types of distress, their probable causes, inspection guidelines, and recommended methods of repair are presented.

12. The Sponsor agrees to perform the following:

- a. Furnish a construction management program to FAA prior to the start of construction which shall detail the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program shall include as a minimum:
  - (1) The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract.
  - (2) Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided.
  - (3) Procedures for determining that testing laboratories meet the requirements of the American Society of Testing and Materials standards on laboratory evaluation, referenced in the contract specifications (D 3666, C 1077).
  - (4) Qualifications of engineering supervision and construction inspection personnel.
  - (5) A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test.
  - (6) Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.
- b. Submit at completion of the project, a final test and quality control report documenting the results of all tests performed, highlighting those tests that failed or that did not meet the applicable test standard. The report shall include the pay reductions applied and the reasons for accepting any out-of-tolerance material. An interim test and quality control report shall be submitted, if requested by the FAA.

- c. Failure to provide a complete report as described in paragraph b, or failure to perform such tests, shall, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction shall be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the grant agreement.

The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.

- 13. Unless otherwise approved by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for airport development or noise compatibility for which funds are provided under this grant. The Sponsor will include in every contract a provision implementing this special condition.
- 14. In accordance with Section 47108(b) of the Act, as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
  - a. may not be increased for a planning project;
  - b. may be increased by not more than 15 percent for development projects;
  - c. may be increased by not more than 15 percent for land projects.
- 15. Approval of the project included in this agreement is conditioned on the Sponsor's compliance with applicable air and water quality standards in accomplishing project construction. Failure to comply with this requirement may result in suspension, cancellation, or termination of Federal assistance under this agreement.
- 16. The FAA, in tendering this Offer on behalf of the United States, recognizes the existence of an Agency relationship between the Sponsor, as principal, and the State of Wyoming, Division of Aeronautics, as agent. The Sponsor agrees that it will not amend, modify, or terminate said Agency Agreement without prior written approval of the FAA or its designated representative.
- 17. The Sponsor understands and agrees that in accordance with 49 USC 47111, and the Airport District Office's concurrence, that no payments totaling more than 97.5 percent of United States Government's share of the project's estimated allowable cost may be made before the project is determined to be satisfactorily completed. Satisfactorily complete means the following: (1) The project results in a complete, usable unit of work as defined in the grant agreement; and (2) The sponsor submits necessary documents showing that the project is substantially complete per the contract requirements, or has a plan (that FAA agrees with) that addresses all elements contained on the punch list.
- 18. **TRAFFICKING IN PERSONS:**
  - a. **Provisions applicable to a recipient that is a private entity.**
    - 1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
      - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
      - ii. Procure a commercial sex act during the period of time that the award is in effect; or
      - iii. Use forced labor in the performance of the award or subawards under the award.
    - 2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
      - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
      - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
        - A. Associated with performance under this award; or

B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 49 CFR Part 29.

**b. Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity--**

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either--
  - i. Associated with performance under this award; or
  - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 49 CFR Part 29.

**c. Provisions applicable to any recipient.**

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
  - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
  - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

**d. Definitions. For purposes of this award term:**

1. "Employee" means either:
  - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
  - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
3. "Private entity":
  - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
  - ii. Includes:
    - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
    - B. A for-profit organization.
4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

19. The Sponsor shall provide for a Single Audit in accordance with Office of Management and Budget Circular A-133. The Sponsor shall submit the Single Audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/fac/collect/ddeindex.html>. The Sponsor shall also provide one copy of the completed A-133 Audit to the Denver Airports District Office.
20. The Sponsor agrees to submit a **Federal Financial Report** (FAA Form SF-425) for all open grants to the Airports District Office within 90 days following the end of each Federal fiscal year and with each Final Project Closeout Report.

The Sponsor further agrees to submit an **Outlay Report and Request for Reimbursement** (FAA Form SF-271 for construction projects) or **Request for Advance or Reimbursement** (FAA Form SF-270 for non-construction projects) to the Airports District Office within 90 days following the end of each Federal fiscal year and with each Final Project Closeout Report.

#

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

UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION

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

**Part II - Acceptance**

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

I declare under penalty of perjury that the foregoing is true and correct. Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C Section 1001 (False Statements) and could subject you to fines, imprisonment or both.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**CITY OF ROCK SPRINGS, WYOMING**

(SEAL)

\_\_\_\_\_  
Sponsor's Designated Official Representative

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

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

**Certificate of Sponsor's Attorney**

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

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

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

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

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

I declare under penalty of perjury that the foregoing is true and correct. Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C Section 1001 (False Statements) and could subject you to fines, imprisonment or both.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**COUNTY OF SWEETWATER, WYOMING**

(SEAL)

\_\_\_\_\_  
Sponsor's Designated Official Representative

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

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

**Certificate of Sponsor's Attorney**

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

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

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

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

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

I declare under penalty of perjury that the foregoing is true and correct. Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C Section 1001 (False Statements) and could subject you to fines, imprisonment or both.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**ROCK SPRINGS-SWEETWATER COUNTY AIRPORT BOARD**

(SEAL)

\_\_\_\_\_  
Sponsor's Designated Official Representative

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

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

**Certificate of Sponsor's Attorney**

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

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

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

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



FAA  
Airports

## Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

Updated: 4/16/2013

View the most current versions of these ACs and any associated changes at:  
[http://www.faa.gov/airports/resources/advisory\\_circulars](http://www.faa.gov/airports/resources/advisory_circulars)

NUMBER	TITLE
70/7460-1K	Obstruction Marking and Lighting
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Change 1	Airport Master Plans
150/5070-7	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5200-28D	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30C	Airport Winter Safety And Operations
150/5200-31C Change 2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel

NUMBER	TITLE
150/5210-19A	Driver's Enhanced Vision System (DEVS) Ground Vehicle Operations on Airports
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16D	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20 Change 1	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-7B	FAA Policy on Facility Relocations Occasioned by Airport Improvements or Changes
150/5300-13A	Airport Design
150/5300-14B	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5C Change 1	Surface Drainage Design
150/5320-6E	Airport Pavement Design and Evaluation

NUMBER	TITLE
150/5320-12C Changes 1- 8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5325-4B	Runway Length Requirements for Airport Design
150/5335-5B	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1K Change 1	Standards for Airport Markings
150/5340-5C	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-30G	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7E	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10G	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27D	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retro reflective Markers
150/5345-42G	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43G	Specification for Obstruction Lighting Equipment
150/5345-44J	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures

NUMBER	TITLE
150/5345-46D	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49C	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12E	Airport Signing and Graphics
150/5360-13 Change 1	Planning and Design Guidelines for Airport Terminal Facilities
150/5360-14	Access to Airports By Individuals With Disabilities
150/5370-2F	Operational Safety on Airports During Construction
150/5370-10F	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5380-6B	Guidelines and Procedures for Maintenance of Airport Pavements
150/5390-2C	Heliport Design

NUMBER	TITLE
150/5395-1	Seaplane Bases

**THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY**

Updated: 4/16/2013

NUMBER	TITLE
150/5100-14D	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17 Changes 1 - 6	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-9B	Predesign, Prebid, and Preconstruction Conferences for Airport Grant Projects
150/5300-15A	Use of Value Engineering for Engineering Design of Airports Grant Projects
150/5320-17	Airfield Pavement Surface Evaluation and Rating (PASER) Manuals
150/5370-6D Changes 1 - 4	Construction Progress and Inspection Report – Airport Grant Program
150/5370-12A	Quality Control of Construction for Airport Grant Projects
150/5380-7A	Airport Pavement Management Program





50140A US HWY 191 South  
Rock Springs WY 82901

# Sweetwater County Department of Purchasing & Inventory



Phone: 307-922-5434  
Fax: 307-872-6469

July 17, 2013

Sheriff Richard Haskell

RE: ACO Truck

Sheriff, I received a call from the vehicle shop asking if the ACO truck was one that was in the budget for replacement. After speaking to members of your staff I was informed that that truck was overlooked in the budget process. The vehicle maintenance staff has informed me that the truck has 150,000 + miles on it and that it is starting to have engine problems. The cost to keep it running is more than the vehicle is worth and asked if there is anyway it could be added to the replacement list.

I have contacted the local car dealers for estimated cost for a cab and chassis and a ¾ ton crew cab pickup with the box to give you some cost to present they are as follows:

¾ ton Crew Cab & Chassis = Not available with single rear wheel Must be dually

¾ ton Crew Cab Pickup with 8 foot box with box removed = \$29,500.00

Sincerely

*Marty Dernovich*

Marty Dernovich  
Purchasing Manager



Sweetwater County Vehicle Maintenance Shop

TO: Sheriff Haskell

07/25/2013

Dear Sheriff Haskell as per our conversation I think we have overlooked the replacement of a 2009 Dodge 250 animal control truck. The truck has 151,000 miles on it and it has many issues from needing engine head replacements to computer programming problems. In my professional opinion I think this vehicle definitely needs to be replaced. We are seeing this truck on a weekly basis and the maintenance costs are becoming an issue. If it is to be replaced we will need cab and chassis only, the ACO box will be reusable. Thank you for your time in this matter.

Sincerely

Jim Daniel



CB  
7/30/13

## **Subrecipient Award for High Intensity Drug Trafficking Area (HIDTA) Funding**

**Sub-Recipient Agency: Sweetwater County Sheriff's Office**

**Award Amount: \$43,865.64 (52% of award approved)**

**Award Period: January 1, 2013 thru December 31, 2013**

**Award #: G13RM0012A**

**CFDA No.: 95.001 High Intensity Drug Trafficking Area (HIDTA)**

- A. The term of this Subrecipient Award between the Wyoming Division of Criminal Investigation (DCI) and Sweetwater County Sheriff's Office (Sub-Recipient Agency) shall be from January 1, 2013 thru December 31, 2013 unless extended by modification to this Agreement.
- B. The parties agree that because DCI has been designated as the fiscal agent for the State of Wyoming Rocky Mountain HIDTA program all requests for payments and budget reprogramming shall pass through DCI.
- C. The parties agree that Sub-Recipient Agency is a sub-recipient under the State of Wyoming Rocky Mountain HIDTA program and is incurring reimbursable expenses under the program.
- D. The parties hereby agree to the disbursement of HIDTA funds in the amount of \$43,865.64 (Forty Three Thousand Eight Hundred Sixty Five and 64/100 Dollars) to Sub-Recipient Agency under the following terms and conditions.
  1. Sub-Recipient Agency shall follow all applicable federal, state, and local guidelines regarding purchases and other expenditures under the HIDTA program, including but not limited to the following: OMB Circular A-87, CFR (Cost Principles for State, Local and Indian Tribal Government), OMB Circular A-102, (Grants and Cooperative Agreements with State and Local Governments) OMB Circular A-133, (Audits of State, Local Governments and Non-Profit Organizations) and 21 CFR Part 1403, Fair Labor Standards Act (FLSA), as well as HIDTA and Rocky Mountain HIDTA policies and procedures.
  2. Subrecipient Agency agrees to abide by and be bound by the Subrecipient approved budget for purchases including future reprogramming requests as approved by DCI and HIDTA. All reprogramming requests shall be submitted in writing to DCI by October 18, 2013, who shall forward them to HIDTA.

3. Requests for payment shall be submitted to DCI through the HIDTA Financial Manager at the following address by the 10<sup>th</sup> of the month following the end of the claim period:

State of Wyoming  
Division of Criminal Investigation  
Attn: Division Fiscal Office  
208 So. College Drive  
Cheyenne, WY 82002

4. Subrecipient Agency agrees to reimburse DCI for any amount paid by DCI to Sub-Recipient Agency that is later disallowed after audit or financial review.

5. All timesheets and supporting payroll and invoice documentation must be provided to DCI on a monthly basis to support current billing reimbursement requests, to include detailed billing summary spreadsheet.

6. It should be noted that this Subrecipient award is for 52% of the total approved award of \$84,357. Accordingly, the sum of expenditures cannot exceed 52% or \$43,865.64, of which 52% of Personnel available is \$32,493.24 and 52% of Fringe is \$11,372.40. Upon availability of additional funding enacted through public law this Subrecipient will receive an additional award notice.

**THIS SPACE LEFT INTENTIONALLY BLANK**

IN WITNESS THEREOF, the parties to this Subrecipient Award consisting of three pages (3), either personally or through their duly authorized representatives, have executed this Subrecipient Award on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Subrecipient Award.

\_\_\_\_\_  
Steve Woodson, Director  
Wyoming Division of Criminal Investigation

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Sub-Recipient Agency Head  
Richard Haskell, Sheriff  
Sweetwater County Sheriff's Office

7-8-13  
\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

## **Subrecipient Award for High Intensity Drug Trafficking Area (HIDTA) Funding**

**Sub-Recipient Agency: Sweetwater County Sheriff's Office**

**Award Amount: \$40,491.36 (48% of award approved)**

**Award Period: January 1, 2013 thru December 31, 2013**

**Award #: G13RM0012A**

**CFDA No.: 95.001 High Intensity Drug Trafficking Area (HIDTA)**

- A. The term of this Subrecipient Award between the Wyoming Division of Criminal Investigation (DCI) and Sweetwater County Sheriff's Office (Sub-Recipient Agency) shall be from January 1, 2013 thru December 31, 2013 unless extended by modification to this Agreement.
- B. The parties agree that because DCI has been designated as the fiscal agent for the State of Wyoming Rocky Mountain HIDTA program all requests for payments and budget reprogramming shall pass through DCI.
- C. The parties agree that Sub-Recipient Agency is a sub-recipient under the State of Wyoming Rocky Mountain HIDTA program and is incurring reimbursable expenses under the program.
- D. The parties hereby agree to the disbursement of HIDTA funds in the amount of \$40,491.36 (Forty Thousand Four Hundred Ninety One and 36/100 Dollars) to Sub-Recipient Agency under the following terms and conditions.
  1. Sub-Recipient Agency shall follow all applicable federal, state, and local guidelines regarding purchases and other expenditures under the HIDTA program, including but not limited to the following: OMB Circular A-87, CFR (Cost Principles for State, Local and Indian Tribal Government), OMB Circular A-102, (Grants and Cooperative Agreements with State and Local Governments) OMB Circular A-133, (Audits of State, Local Governments and Non-Profit Organizations) and 21 CFR Part 1403, Fair Labor Standards Act (FLSA), as well as HIDTA and Rocky Mountain HIDTA policies and procedures.
  2. Subrecipient Agency agrees to abide by and be bound by the Subrecipient approved budget for purchases including future reprogramming requests as approved by DCI and HIDTA. All reprogramming requests shall be submitted in writing to DCI by October 18, 2013, who shall forward them to HIDTA.

*AG funded  
3/5/13*

3. Requests for payment shall be submitted to DCI through the HIDTA Financial Manager at the following address by the 10<sup>th</sup> of the month following the end of the claim period:

State of Wyoming  
Division of Criminal Investigation  
Attn: Division Fiscal Office  
208 So. College Drive  
Cheyenne, WY 82002

4. Subrecipient Agency agrees to reimburse DCI for any amount paid by DCI to Sub-Recipient Agency that is later disallowed after audit or financial review.

5. All timesheets and supporting payroll and invoice documentation must be provided to DCI on a monthly basis to support current billing reimbursement requests, to include detailed billing summary spreadsheet.

6. It should be noted that this Subrecipient award is for 48% of the total approved award of \$84,357. Accordingly, the sum of expenditures cannot exceed 48% or \$40,491.36, of which 48% of Personnel available is \$29,993.76 and 48% of Fringe is \$10,497.60. Upon availability of additional funding enacted through public law this Subrecipient will receive an additional award notice.

**THIS SPACE LEFT INTENTIONALLY BLANK**

IN WITNESS THEREOF, the parties to this Subrecipient Award consisting of three pages (3), either personally or through their duly authorized representatives, have executed this Subrecipient Award on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Subrecipient Award.



Steve Woodson, Director  
Wyoming Division of Criminal Investigation

2/28/13  
Date



Sub-Recipient Agency Head  
Richard Haskell, Sheriff  
Sweetwater County Sheriff's Office

2-28-13  
Date

## Krisena Marchal - Grants

---

**m:** Kebin Haller <kebin.haller@wyo.gov>  
**Sent:** Wednesday, May 22, 2013 6:08 PM  
**To:** Krisena Marchal - Grants  
**Subject:** Re: 2013 HIDTA Agreement and ARRA JAG

Ok thanks and the Sheriff has already signed and returned the 48% HIDTA Award Agreement. I have been informed that the remaining 52% is forthcoming in the next couple of weeks.

Yes, we can utilize the 52% HIDTA Award, after it arrives for expenses not covered by the initial 48% award.

I have included the County Commissioners Chairman's signature line on the 52% HIDTA Agreement that is forth coming and will send it as soon as we receive the award.

Thanks, Kebin.

On Wed, May 22, 2013 at 4:56 PM, Krisena Marchal - Grants <[marchalk@sweet.wy.us](mailto:marchalk@sweet.wy.us)> wrote:

The ARRA JAG extension is exactly what I needed – thanks!

I've added the Chairman to the HIDTA Agreement for you to consider. If you want, I could get this approved and signed at the next Commissioners' meeting on June 4, 2013. If the Sheriff has not yet signed it, I could get his signature as well. Also, will HIDTA cover only 48% percent of the costs or will HIDTA cover all costs until the funding runs out?

Thanks for all your help today and I'm sorry about all the emails!

Krisena

**From:** Kebin Haller [mailto:[kebin.haller@wyo.gov](mailto:kebin.haller@wyo.gov)]  
**Sent:** Wednesday, May 22, 2013 4:22 PM  
**To:** Krisena Marchal - Grants  
**Subject:** Re: 2013 HIDTA Agreement and ARRA JAG

Yes, this is correct. I have attached what was previously provided to Sheriff Haskell. I am also attaching the approved GAN for the ARRA Project Extension, which takes us from ending on February 28, 2013 to ending on June 30, 2013.



Wyoming Project Guardian  
Grant Information - Fiscal Requirements

1. Sweetwater County Sheriff's Department
2. Project Name: Western States Gang Conference
3. Grant Amount: \$9,289 (not to exceed)
4. Grant Duration: 5/10/13 to 9/15/13
5. Grant Funding Source: Wyoming 2010 - PSN
6. CFDA #16.609
7. Vouchers are to be submitted on a Monthly basis (or as expenditures require)
8. A brief narrative report of grant funded activities must be provided with each voucher
9. Copies of receipts for conference related expenditures and Invoices for payment of services must be provided with Vouchers
10. Completed Vouchers should be signed by project manager, scanned (along with receipts and narrative report) and emailed to PSN Project Coordinator at [ejohnson@jandal.com](mailto:ejohnson@jandal.com)
11. **ALL VOUCHERS FOR REIMBURSEMENT OF CONFERENCE RELATED EXPENDITURES MUST BE SUBMITTED BY 9/15/13.** Any voucher received after that date will NOT be reimbursed.
12. Department is required to maintain a separate file folder (or binder) that contains all related documents for this Project. File folder subject to audit by PSN Coordinator for the duration of Grant.
13. Contact PSN Coordinator to resolve grant questions, concerns and in the event of significant planned department project changes (project priorities or objectives).

CB  
7/30/2013



May 10, 2013

**Subject: Western States Gang Conference - Grant Award**

Dear Sheriff Haskell,

Please be advised the PSN Steering Committee voted unanimously during its regularly scheduled meeting on May 10, 2013 to grant the Sweetwater County Sheriff's Department's request for grant funding not to exceed \$9,289 to support the 2013 Western States Gang Conference that your agency hosts annually. These funds are being provided by a federal grants program from the US Department of Justice which is being administered by the Wyoming Association of Sheriffs and Chiefs of Police. The federal grant CDFA number is: 16.609

Your department has done exceptional work the last three years to provide much-needed, advanced gang-related training to peace officers, detention officers and prosecutors from Wyoming and the surrounding states. Your conference has been well attended and has always received excellent evaluations by those in attendance. The Committee members expressed their hopes that your agency will continue to offer this training in future years as well.

Please be advised that the deadline for submitting reimbursement for all grant-related expenditures is September 15, 2013 in order to successfully accomplish the close-out administrative process for Wyoming's PSN -- 2010 grant award. Any voucher submitted for reimbursement after that date will not be processed or paid.

I am attaching a Voucher, along with a Grant Information/Fiscal Instruction sheet, to assist your project manager and/or fiscal officer to properly process reimbursement requests and the required reports.

Good luck on your efforts and please let me know if you will need anything else.

Sincerely,

Ernest L. Johnson  
PSN Grant/Project Coordinator

# Sweetwater County Sheriff

RICH HASKELL SHERIFF

731 C STREET, SUITE 234

ROCK SPRINGS, WY 82901

(307) 922-5300

RICK HAWKINS COLONEL

(307) 922-5300

(307) 922-5483 (FAX)

EMAIL: [scso@sweet.wy.us](mailto:scso@sweet.wy.us)

April 9, 2013

Dear Mr. Johnson and Committee Members,

The Sweetwater County Sheriff's Office is hosting the 2013 Western States Gang Conference August 13<sup>th</sup>, 14<sup>th</sup> and 15<sup>th</sup>, 2013 in Rock Springs, Wyoming.

This is the 5<sup>th</sup> year we have hosted the conference and we are excited to reach this milestone. We still are continuing to bring the highest quality speakers to the conference.

This year's key note speakers are Professor Al Valdez, PHD, Retired Detective Tony Avendorph, Retired Detective George Collard, and former gang member/informant Daniel Hernandez.

Professor Valdez is scheduled to speak on Hispanic street gangs and Mexico's drug trafficking organizations.

Detective Avendorph is scheduled to speak on East Coast Gang migration to the West and an update on Chicago gangs.

Detective Collard and Daniel Hernandez are scheduled to speak on the federal operation Black Widow which took down the Nuestra Familia along with officer safety from a former gang member's perspective.

Along with the above presenters, there will be numerous other speakers from the Salt Lake Metro Gang Task Force that will cover various topics such as Nortenos, Juggalos, OMG Operations and Officer Safety. These presenters only require hotel and meals.

The Sweetwater County Sheriff's office would appreciate the Committee's consideration in providing the funding to pay for the speaker's honorarium and incidentals. The total amount is \$1000.00 each for Tony Avendorph and Al Valdez, and \$1200 each for George Collard and Daniel Hernandez, a total of \$4400.00 for the speakers.

Tony Avendorph will be flying from Washington, D.C. to Rock Springs and the cost will be approximately \$720.00. Al Valdez will be flying from Ontario, California to Rock Springs, the cost is approximately \$600.00. George Collard will be flying from Redding, California to Rock Springs costing approximately \$760.00. Daniel Hernandez is coming from Seattle, Washington, flying into Rock Springs the cost is approximately \$650.00. The total cost for flights for the four keynote speakers is approximately \$2730.00.

Lodging will be approximately \$1350.00. This is based off of last year's lodging and may be less this year, as we are having fewer speakers.

The per diem rate for Rock Springs is \$51.00 per day per speaker, the total cost for per diem for the four speakers is \$612.00.

Incidentals include lanyards that are given to each attendee. This amount is an additional \$197.00. We are using binders that have been left over from pervious conferences.

The total amount being requested is \$9289.00.

With this funding by Project safe Neighborhood we can ensure that the conference will be tuition free.

The Sweetwater County Sheriff's Office would like to thank the Committee for the consideration in this matter and continuing to assist in furthering gang education within the State of Wyoming.

Detective Sergeant John Grossnickle  
Sweetwater County Sheriff's Office



# FISCAL YEAR 2014 CONTRACT

For  
Services to Victims of Crime Between  
Division of Victim Services and Sweetwater County Attorney's V/W Division

1. **Parties.** The parties to this Contract are Sweetwater County Attorney's V/W Division [CONTRACTOR], whose address is 80 W. Flaming Gorge Way, Ste. 21, Green River, WY 82935 and the Division of Victim Services [DIVISION], whose address is 122 W. 25<sup>th</sup> St., 1<sup>st</sup> Floor West, Cheyenne, WY 82002.
2. **Purpose of Contract.** The purpose of this Contract is to provide funds to Wyoming Victim Service Providers.

Provision of Services: The Contractor shall provide services to victims of all crime as defined by and in accordance with applicable federal law, state law, the applicable Rules and Regulations of the Division of Victim Services and the approved strategic plan, grant proposals, and budgets on file at the Division. The Contractor agrees to adhere to all federal grant requirements and the assurances, Attachment A, which is attached and made a part of this Contract and is being signed simultaneously with this Contract.

3. **Term of Contract.** This Contract is effective when all parties have executed it and all required approvals have been granted (Effective Date). The term of this Contract is from July 1, 2013 to June 30, 2014. All services shall be completed during this term.
4. **Reimbursement.** The Division agrees to pay Contractor for the services described herein.

A. **Reimbursement.** The Agency agrees to pay Contractor for services described herein. The total reimbursement under this Contract shall not exceed \$89,069.00 (eighty-nine thousand sixty-nine dollars). No reimbursement shall be made for work performed prior to the date upon the last required signature is affixed to this Contract. The **MAXIMUM** amount payable under this Contract is \$89,069.00 (eighty-nine thousand sixty-nine dollars) and is allocated as follows:

1. The following federal funds must support the project as outlined in the FY2014 approved grant proposal:
  - a. VAWA: \$0.00. Funds will be paid from the 2012-WF-AX-0049 VAWA grant, CFDA #16.588.
  - b. VAWA SASP: \$0.00. Funds will be paid from the 2012-KF-AX-0008 grant, CFDA #16.017.
  - c. VOCA: \$6,324.00. Funds will be paid from the 2011-VA-GX 0026 VOCA grant, CFDA # 16.575.

- d. FVPSA: Not yet awarded. Funds will be made from the 2012G991538 grant, CFDA # 93.671.
2. The following FY2014 state funds must support the project as outlined in the FY2014 approved grant proposal:
  - a. State Family Violence funds: \$0.00.
  - b. State Victim Witness funds: \$64,543.00.
  - c. State funds for salaries: \$8,897.00.
  - d. State Surcharge funds: \$9,305.00.
  - e. State Child Advocacy Project funds: \$0.00.

B. Suspension of Reimbursement

1. If the Contractor is not in compliance with the Division's Rules and Regulations (see section 5 (B) and 6 (B) below) the Division may withhold reimbursement for the month following the noncompliance and suspend future reimbursements until the Contractor is in compliance.

5. Responsibilities of Contractor.

- A. Performance Accountability. The Contractor's governing body shall be accountable for the performance of this Contract.
- B. Compliance With Rules. The Contractor shall comply with all applicable Rules and Regulations of the Division of Victim Services. In the event the Contractor's monthly statistics, fiscal, progress, or project summary reports are thirty (30) days late, the Division may withhold further reimbursements until all reports are made current.
- C. Management Information System. The Contractor shall submit to the Division by electronic submission, accurate information on each client in the manner required by Division.
- D. Financial Records and Reports. The Contractor shall maintain accounting records and documents in accordance with generally accepted accounting procedures and provide financial reports as may be requested by the Division.
- E. Monitoring and Evaluation. The Contractor agrees to monitoring and evaluation of programs, services, and Contract compliance, to be conducted by staff of the

Division in accordance with the applicable Rules and Regulations of the Division of Victim Services.

- F. Corrective Action. The Contractor shall take corrective action in a timely manner to remedy any deficiencies affecting compliance with this Contract and/or to remedy any deficiencies affecting substantial compliance with the applicable Rules and Regulations of the Division of Victim Services.
- G. Minutes. Copies of minutes of board of directors' meetings will be on file at the program office and made available for review upon request of the Division.
- H. Required Meetings. The Contractor will ensure representation at grantee meetings, and management and program training's convened by or on behalf of the Division.

## 6. Responsibilities of the Division

- A. Consultation. The Division shall consult with and advise the Contractor, as necessary, to enable the Contractor to complete its duties under this Contract.
- B. Withholding Payments. The Division shall make payments to the Contractor, upon receipt of monthly invoice, unless the Contractor has failed to meet the requirements of this Contract, at which time the Division shall notify the applicable president or chairman of the board or administering agency designee of such noncompliance. Failure to take prompt corrective action may result in the Division withholding payments until appropriate corrective action has been taken. If such action is not taken, the Contract may be terminated in accordance with the applicable Rules and Regulations of the Division of Victim Services or Section 8, paragraph W of this Contract.
- C. Monitoring and Evaluation. The Division shall monitor and evaluate the Contractor's compliance with the conditions and provisions set forth in this Contract.

## 7. Special Provisions

- A. Source of Funds. Funds for this Contract are a combination of federal funds made available by the U.S. Congress and state general funds made available by the Wyoming Legislature. There is no obligation on the part of the State of Wyoming to continue these services with state general funds or with federal funds.
- B. Interest on Funds. The Contractor may not draw interest payments on funds made available through this Contract.
- C. Prohibited Uses of Funds. Funds made available to the Contractor through this Contract shall be used for purposes specified in the Contract and not for any other

purpose. Prohibited uses of funds include, but are not limited to:

1. Capital construction projects or the purchase of buildings or other long-term capital investments unless otherwise specifically provided herein;
  2. Payment of expenses for lobbying for state and federal funds, including, travel, per diem, telephone, printing, or services of a lobbyist.
- D. Services for Full Term of Contract. The Contractor shall comply with all requirements of this Contract and shall provide all contracted services.
- E. Full-time County Offices. The Contractor agrees to maintain a full-time office in Sweetwater County in accordance with the Contractor's application for funding.
- F. Prohibition of Subcontracting. The Contractor shall not subcontract any services purchased under this Contract without prior written approval of the Division. If the Division approves a subcontract arrangement by the Contractor, the Contractor shall retain full program and fiscal responsibility for subcontracted services.
- G. No Finder's Fees. No finder's fee, employment agency fee, or other such fee related to the procurement of this Contract shall be paid by either party.
- H. 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.
- I. 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 Congressmen, or any other federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.
- J. 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 Office of the Attorney General, Division of Victim Services as the sponsoring agency and shall not be released without prior written approval of Agency.
- K. Human Trafficking. As required by 22 U.S.C. 7104(g) and 2 C.F.R. Part 175, this

agreement may be terminated without penalty if a private entity that receives funds under this agreement:

1. Engages in severe forms of trafficking in persons during the period of time the award is in effect;
  2. Procures a commercial sex act during the period of time the award is in effect; or
  3. Uses forced labor in the performance of the award or subawards under the award.
- L. Federal Audit Requirements. Contractor agrees that if it expends an aggregate amount of \$500,000 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 Division and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to Division's records.

8. **General Provisions**

- A. Amendments. Any changes, modifications, revisions or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed and signed by all parties to this Contract.
- B. Americans with Disabilities Act. The Contractor shall not discriminate against a qualified individual with a disability and shall comply with the American with Disabilities Act, P.L. 101-336, 42 U.S.C. § 12101 *et seq.*, and/or any properly promulgated rules and regulations related thereto.
- C. Applicable Law/Venue. The construction, interpretation and enforcement of this Contract shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming. The parties intend that the State of Wyoming and the Division retain sovereign immunity as a defense to all disputes arising from the Contract, tort claims, and Wyo. Stat. §§ 1-39-102 through 1-39-104 and all other state or federal law.
- D. Assignment/Contract Not Used as Collateral. Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Contract without the prior written consent of the other party. The Contractor shall not use this Contract, or any portion hereof, for collateral for any financial obligation without the prior written permission of the Division.

- E. Assumption of Risk. The Contractor shall be responsible for 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 Division shall notify the Contractor of any state or federal determination of noncompliance.
- F. Audit/Access to Records. The Division and any of its representatives shall have access to any books, documents, papers, and records of the Contractor, which are pertinent to this Contract. The Division may request a standard audit of a Contractor's financial records to be completed at the Contractor's expense. The Contractor shall maintain such records for seven (7) years after termination of the Contract, or for one (1) year after the final resolution of any dispute arising from the Contract, whichever is later.
- G. Availability of Funds. Each payment obligation of the Division is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated or available for the continuance of the services performed by the Contractor, the Contract may be terminated by the Division at the end of the period for which the funds are available. The Division shall notify the Contractor at the earliest possible time of the services which will or may be affected by a shortage of funds. The parties agree that no penalty shall accrue to the Division in the event this provision is exercised, and the Division shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
- H. Award of Related Contracts. The Division, under the applicable Rules and Regulations of the Division of Victim Services, may undertake or award to another contractor successor contracts for work related to this Contract. The Contractor shall cooperate fully with other contractors and the Division in all such cases.
- I. Certificate of Good Standing. Contractor shall provide a Certificate of Good Standing verifying compliance with the unemployment insurance and workers' compensation programs prior to performing work under this Contract.
- J. Compliance with Law. The Contractor shall keep informed of and comply with all applicable federal and state laws and federal and state rules and regulations in the performance of this Contract, specifically including: Wyo. Stat. § 1-40-118(b), Wyoming Nonprofit Corporations Act, Wyo. Stat. §§ 17-19-101 through 17-19-1807, the applicable Rules and Regulations of the Division of Victim Services, and all subsequent amendments which relate to this Contract and the services to be provided.
- K. Entirety of Contract. This Contract, consisting of ten (10) pages, Attachment A, consisting of four (4) pages, Attachment B, OMB A-133, consisting of one (1) page, and the Contractor's approved strategic plan and the grant proposals, which

are on file with the Division, represent the entire and integrated Contract between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

- L. Ethics. Contractor shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Contract, including Executive Branch Code of Ethics (Executive Order 1997-4), the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*), and any and all ethical standards governing Contractor's profession.
- 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 terms of this Contract, Contractor shall be free from direction over detail of performance of services under this Contract and 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 Division, or to incur any obligation of any kind on behalf of the State of Wyoming or the Division. The Contractor agrees that no health/hospitalization benefits, worker's compensation, unemployment, 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. Kickbacks. The Contractor certifies and warrants that no gratuities, kickbacks or contingency fees were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If the Contractor breaches or violated this warranty, the Division

may, at its discretion, terminate this Contract without liability to the Division, or deduct from the Contract price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

- Q. Notices. All notices arising out of, or from, the provisions of this Contract shall be in writing and given to the parties at the address provided under this Contract, either by regular mail or delivery in person.
- R. 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 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)(D).
- S. 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 either party may renegotiate the terms affected by the severance.
- T. Sovereign/Governmental Immunity. The State of Wyoming and the Division do not waive their sovereign immunity nor does the Contractor waive its governmental immunity by entering into the Contract, and each specifically retain immunity and all defenses available to them as sovereigns or as a governmental entity pursuant to Wyo. Stat. § 1-39-104(a) and all other state or federal law.
- U. 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 non-financial 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 the Division by certified mail should it or of any of its agents become debarred, suspended, or voluntarily excluded during the term of this agreement.
- V. Termination of Contract. This Contract may be terminated, without cause, by either party upon thirty (30) days written notice of termination, to the other party or parties to this Contract. This Contract may be terminated immediately for cause by the Division if the Contractor fails to perform in accordance with the terms and conditions set forth in this Contract.

The Contractor agrees to termination of the Contract in accordance with the applicable Rules and Regulations of the Division of Victim Services after the occurrence of any of the following events unless the deficiency is corrected to the satisfaction of the Division.

1. The Contractor is not using contract funds for contract purposes;
2. The contract program is not providing services to victims of crime consistent with § 1-40-118(b);
3. The program is not of an acceptable standard or quality under the applicable Rules and Regulations of the Division of Victim Services;
4. The Contractor is not complying with the terms of the Contract; or,
5. The Contractor commits an act or omission in violation of federal, state, or local laws or rules of the Division which would affect services to clients served under this Contract.

W. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this 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.

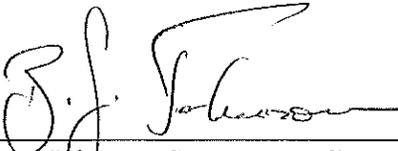
X. Waiver. No term or condition of this Contract shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the parties. The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

**INTENTIONALLY LEFT BLANK**

9. **Signatures.** In witness thereof, the parties to this Contract through their duly authorized representatives have executed this Contract on the day and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of the Contract as set forth herein.

This Contract is not binding on either party until approved by A&I Procurement and the Governor of the State of Wyoming or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).

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

  
\_\_\_\_\_  
Brett Johnson, Sweetwater County Attorney

7/22/13  
Date

\_\_\_\_\_  
Cara Boyle Chambers, Director  
Division of Victim Services

\_\_\_\_\_  
Date

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

  
\_\_\_\_\_  
Marion Yoder  
Senior Assistant Attorney General

June 25, 2013  
Date

## Krisena Marchal - Grants

---

**From:** Traci Hodgins <traci.hodgins@wyo.gov>  
**Sent:** Sunday, July 28, 2013 4:55 PM  
**To:** Krisena Marchal - Grants  
**Subject:** Re: FY 2014 Contract

Yes, that is correct. The term of the contract is July 1 through June 30, so any expenses incurred after July 1 will still be reimbursed once the contract has been signed by all of the parties. Sorry for the confusion in the wording.

Traci

Sent from my iPhone

On Jul 28, 2013, at 2:33 PM, Krisena Marchal - Grants <[marchalk@sweet.wy.us](mailto:marchalk@sweet.wy.us)> wrote:

Hi Traci,  
I'm preparing the documents for the Commissioners to approve the new FY 2014 Contract for the Victim Witness Coordinators. Please confirm if expenses incurred as of July 1, 2013 will be reimbursed under the agreement since it is coming to the County late.

Thanks,  
Krisena

---

**Krisena L. Marchal**  
Grants Manager  
Sweetwater County  
80 West Flaming Gorge Way, Suite 19  
Green River, WY 82935

Phone 307.872.6470  
Fax 307.872.3992

<image004.jpg>Please consider the environment before printing this e-mail

**From:** Traci Hodgins [<mailto:traci.hodgins@wyo.gov>]  
**Sent:** Wednesday, July 10, 2013 1:49 PM  
**To:** Krisena Marchal - Grants  
**Subject:** Re: CFDA #

No problem! Just let me know if you need anything else.

On Wed, Jul 10, 2013 at 1:17 PM, Krisena Marchal - Grants <[marchalk@sweet.wy.us](mailto:marchalk@sweet.wy.us)> wrote:

Ok-thanks!

## **CERTIFIED ASSURANCES AND SPECIAL PROVISIONS:**

The applicant hereby certifies the project described in this application meets all the requirements of the Victims of Crime Act, 1984, as amended and/or the Violence Against Women Act of 2005, all information contained in the application is correct, there has been appropriate coordination with affected agencies and the applicant will comply with all provisions of the Act and all other applicable Federal and state laws, rules and regulations that have been or may hereafter be established.

Eligible victims' assistance programs, which receive funding from VOCA and/or VAWA funding, are required to sign a contract assuring they will:

- A. Adhere to any and all federal and state laws, federal and state rules and regulations.
- B. Submit statistical reports as required by the Division of Victim Services (Division).
- C. Submit to an on-site evaluation conducted by the staff of the Grantee, or designee.
- D. Agree to cooperate and coordinate with all relevant state, local, or federal law enforcement and prosecution agencies, including the Law Enforcement Victim-Witness Coordinator in the United States Attorney's Office for the District of Wyoming.
- E. Victim safety: The Subgrantee understands that victim safety is a guiding principle that underlies the grant programs. The goals and services of the Subgrantee shall reflect this principle accordingly.
- F. Civil Rights Requirements.
  1. Subgrantee shall comply with any applicable statutorily-imposed nondiscrimination requirements which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); Ex. Order 13279 (equal protection of the laws for faith-based and community organizations); and 28 C.F.R. pt. 38 (U.S.

Department of Justice Equal Treatment for Faith-Based Organizations).

2. Subgrantee shall supply, in the event a federal or state court or federal or state administrative agency makes a finding of discrimination, after a due process hearing on the grounds of race, color, religion, national origin, sex, age, or handicap against Subgrantee, copies of the finding to the Office of Civil Rights Compliance, Office of Justice Programs and to the Division of Victim Services, 122 W. 25<sup>th</sup>, 1<sup>st</sup> Floor West, Cheyenne, Wyoming, 82002.
3. Subgrantee will provide an Equal Employment Opportunity Plan (EEO Plan) to the Office for Civil Rights, Office of Justice Programs and the Division, if required to maintain one; otherwise, it will provide a certification to the Office for Civil Rights, Office of Justice Programs and the Division that it has a current EEO Plan on file, if required to maintain one. For subgrantee agencies receiving less than \$25,000; or subgrantee agencies with less than 50 employees, regardless of the amount of the award, no EEO Plan is required. Information about civil rights obligations of subgrantees can be found at <http://www.ojp.usdoj.gov/ocr/>.
4. Subgrantees that receive more than a total of \$500,000.00 in federal funds are required to complete the federal Office of Management and Budget Circular A-133 Audits of States, Local Governments and Nonprofit Organizations every year.

F. Drug-Free Workplace Certification.

1. Subgrantee shall certify, disclose, and maintain at all times during this contract a drug-free workplace in accordance with the Drug-Free Workplace Act of 1988 and its regulations contained in 28 C.F.R. Part 67.
2. Subgrantee shall certify the program environment shall be free of tobacco smoke to comply with all the requirements of the Pro-Children Act of 1994.

G. Certification Regarding Lobbying and Disclosure for Reporting Lobbying Activity.

1. Subgrantee assures no Federal Appropriated funds have been paid or will be paid to any person for influencing or

attempting to influence an officer or employee of a Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in conjunction with the awarding of any Federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

2. Subgrantee shall certify and disclose accordingly in compliance with Section 319 of the Department of Interior and Related Agencies Appropriations Act for Fiscal Year 1990:

a. Attachment H.U.S. Department of Justice, Certification Regarding Lobbying, is to be signed.

H. Debarment and Suspension Certification.

1. Subgrantee shall certify and disclose in accordance with the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. Part 67, Section 67.510. A U.S. Department of Justice Certification is to be signed (i.e., no person on the "debarment list" receives federal grant funds).

I. The Subgrantee assures grant funds awarded will not supplant state or local funds but will be used to increase the amounts of such funds that would, in the absence of federal and state funds, be made available for victim assistance activities.

J. The Subgrantee assures it will assist victims in seeking any available crime victim compensation benefits.

K. The Subgrantee assures it will include as a principal mission or component of its program, services to the population included in their designation.

L. The Subgrantee assures fund accounting, auditing, monitoring, and such evaluation procedures as may be necessary to keep such records, as the Division shall prescribe shall be provided to assure fiscal control, proper management, and efficient disbursement of funds.

M. The Subgrantee assures its priority focus is to consider offering those services to meet emergency assistance and the urgent emotional or physical needs of victims.

- N. The Subgrantee certifies it will promote within the community coordinated public and private efforts to aid victims.
- O. The Subgrantee shall return to the Division any unobligated grant funds on hand within 45 days after the end of the granting period.
- P. The Subgrantee assures to demonstrate a record of providing effective services to victims including providing the appropriate percentage of match contribution when match is required.
- Q. The Subgrantee assures it is a public agency or non-profit organization, or a combination thereof, providing direct services to victims.
- R. The Subgrantee shall retain all financial and statistical records, supporting documents, and all other records pertinent to subgrants or contracts for at least three years after the completion of the grant period for purposes of state and federal examinations and audits.
- S. The Subgrantee shall request instructions and guidance from the Division prior to disposing any property or equipment purchased with federal or state funds.
- T. The Subgrantee will maintain information on victim services provided, by race, national origin, sex, age, and disability.

**Certification:**

I certify I have read and reviewed the above assurances and submit it under penalty of perjury.

Signature Chair/Board of Directors/ Agency Administrator/County Commissioner	Date
---	------

Wally J. Johnson	Chairman
Typed or Legibly Printed Name	Title

80 West Flaming Gorge Way, Suite 109, Green River, WY 82935	(307) 872-3899
Address	Phone

**Wyoming Office of the Attorney General  
Division of Victim Services**

**Subgrantee Audit Requirements per OMB Circular A-133**

Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments and Nonprofit Organizations requires the Wyoming Attorney General's Office Division of Victim Services to monitor our subgrantees of federal awards to determine whether they have met the audit requirements of the circular and whether they are in compliance with federal laws and regulations.

Accordingly, we request that you check one of the following and fill in required information.

1.  We have completed our Circular A-133 audit for the fiscal year ended 2012.  
A copy of the audit report is enclosed.

(If audit findings were noted, enclose a copy of the responses, identify if the response was within 6 months of the findings, explain what management decisions were made to correct the findings.)

2.  We expect our Circular A-133 audit for the fiscal year ended \_\_\_\_\_ to be completed by \_\_\_\_\_. A copy of our audit report will be forwarded to the Wyoming Office of the Attorney General Division of Victim Services within 30 days of receipt of the report.

3.  We are not subject to a Circular A-133 audit because:

We received less than \$500,000 in federal awards annually.  
Total federal awards received for the fiscal year ended \_\_\_\_\_ was in the amount of \$ \_\_\_\_\_ (Include total of all federal grants)

Other (please explain) \_\_\_\_\_

Sweetwater County

Subgrantee Name

Wally J. Johnson

Print Name

Chairman

Title

Signature

Date

Please provide all appropriate documentation regarding your organization's compliance with audit requirements, sign and date this letter and return it to your Regional Program Manager at the Wyoming Office of the Attorney General Division of Victim Services, 122 West 25<sup>th</sup> Street, 1<sup>st</sup> Floor West, Cheyenne, WY 82002.



**APPLICATION FOR TRANSPORTATION AND  
 UTILITY SYSTEMS AND FACILITIES  
 ON FEDERAL LANDS**

FORM APPROVED  
 OMB NO. 1004-0189  
 Expires: November 30, 2008

**FOR AGENCY USE ONLY**

**NOTE:** Before completing and filing the application, the applicant should completely review this package and schedule a preapplication meeting with representatives of the agency responsible for processing the application. Each agency may have specific and unique requirements to be met in preparing and processing the application. Many times, with the help of the agency representative, the application can be completed at the preapplication meeting.

Application Number
Date filed

1. Name and address of applicant (include zip code)  Sweetwater County 80 W. Flaming Gorge Way Green River, Wyoming 82935	2. Name, title, and address of authorized agent if different from Item 1 (include zip code)  Sweetwater Board of County Commissioners	3. TELEPHONE (area code)
		Applicant 307-872-3890
		Authorized Agent

4. As applicant are you? (check one)	5. Specify what application is for: (check one)
a. <input type="checkbox"/> Individual b. <input type="checkbox"/> Corporation* c. <input type="checkbox"/> Partnership/Association* d. <input type="checkbox"/> State Government/State Agency e. <input checked="" type="checkbox"/> Local Government f. <input type="checkbox"/> Federal Agency * If checked, complete supplemental page	a. <input type="checkbox"/> New authorization b. <input type="checkbox"/> Renewing existing authorization No. c. <input checked="" type="checkbox"/> Amend existing authorization No. d. <input type="checkbox"/> Assign existing authorization No. e. <input type="checkbox"/> Existing use for which no authorization has been received* f. <input type="checkbox"/> Other* *If checked provide details under Item 7

6. If an individual, or partnership are you a citizen(s) of the United States?  Yes  No

7. Project description [describe in detail]: (a) Type of system or facility, (e.g. canal, pipeline, road); (b) related structures and facilities; (c) physical specifications (length, width, grading, etc.); (d) term of years needed; (e) time of year of use or operation; (f) Volume or amount of product to be transported; (g) duration and timing of construction; and (h) temporary work areas needed for construction (Attach additional sheets, if additional space is needed.)

Amend existing BLM right-of way grant W-77746, which is County Road 4-17(Chilton Road). This would include the proposed 100 feet wide by 1,750 feet in length, of new curve alignment, and also the realignment of the intersection with County Road 4-18(Superior Cutoff Road).

8. Attach a map covering area and show location of project proposal

9. State or local government approval:  Attached  Applied for  Not required

10. Nonreturnable application fee.  Attached  Not required

11. Does project cross international boundary or affect international waterways?  Yes  No (If "yes," indicate on map)

12. Give statement of your technical and financial capability to construct, operate, maintain, and terminate system for which authorization is being requested.  
 The Sweetwater County Road and Bridge Department maintains the county roadways.

13a. Describe other reasonable alternative routes and modes considered.

**Not applicable.**

b. Why were these alternatives not selected?

**Not applicable.**

c. Give explanation as to why it is necessary to cross Federal Lands

**The existing roadway is necessary for public access to existing ranches, oil and gas wells, recreation, and other property.**

14. List authorizations and pending applications filed for similar projects which may provide information to the authorizing agency. *(Specify number, date, code, or name)*

**Not applicable.**

15. Provide statement of need for project, including the economic feasibility and items such as: (a) cost of proposal *(construction, operation, and maintenance)*; (b) estimated cost of next best alternative; and (c) expected public benefits.

**The proposed roadway realignment is desired to enhance public safety, by eliminating three sharp curves, for public access to existing ranches, oil and gas wells, recreation, and other property.**

16. Describe probable effects on the population in the area, including the social and economic aspects, and the rural lifestyles.

**The existing roadway is necessary for public access to existing ranches, oil and gas wells, recreation, and other property.**

17. Describe likely environmental effects that the proposed project will have on: (a) air quality; (b) visual impact; (c) surface and ground water quality and quantity; (d) the control or structural change on any stream or other body of water; (e) existing noise levels; and (f) the surface of the land, including vegetation, permafrost, soil, and soil stability.

**The proposed roadway realignment will have minimal impact.**

18. Describe the probable effects that the proposed project will have on (a) populations of fish, plantlife, wildlife, and marine life, including threatened and endangered species; and (b) marine mammals, including hunting, capturing, collecting, or killing these animals.

**The proposed roadway realignment will have minimal impact.**

19. State whether any hazardous material, as defined in this paragraph, will be used, produced, transported or stored on or within the right-of-way or any of the right-of-way facilities, or used in the construction, operation, maintenance or termination of the right-of-way or any of its facilities. "Hazardous material" means any substance, pollutant or contaminant that is listed as hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. 9601 et seq., and its regulations. The definition of hazardous substances under CERCLA includes any "hazardous waste" as defined in the Resource Conservation and Recovery Act of 1976 (RCRA), as amended, 42 U.S.C. 9601 et seq., and its regulations. The term hazardous materials also includes any nuclear or byproduct material as defined by the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq. The term does not include petroleum, including crude oil or any fraction thereof that is not otherwise specifically listed or designated as a hazardous substance under CERCLA Section 101(14), 42 U.S.C. 9601(14), nor does the term include natural gas.

**Not applicable.**

20. Name all the Department(s)/Agency(ies) where this application is being filed.

**Bureau of Land Management.**

I HEREBY CERTIFY, That I am of legal age and authorized to do business in the State and that I have personally examined the information contained in the application and believe that the information submitted is correct to the best of my knowledge.

Signature of Applicant

Date

Title 18, U.S.C. Section 1001 and Title 43 U.S.C. Section 1212, make it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

(Continued on page 3)

(SF-299, page 2)

APPLICATION FOR TRANSPORTATION AND UTILITY SYSTEMS  
AND FACILITIES ON FEDERAL LANDS

GENERAL INFORMATION  
ALASKA NATIONAL INTEREST LANDS

This application will be used when applying for a right-of-way, permit, license, lease, or certificate for the use of Federal lands which lie within conservation system units and National Recreation or Conservation Areas as defined in the Alaska National Interest Lands Conservation Act. Conservation system units include the National Park System, National Wildlife Refuge System, National Wild and Scenic Rivers System, National Trails System, National Wilderness Preservation System, and National Forest Monuments.

Transportation and utility systems and facility uses for which the application may be used are:

1. Canals, ditches, flumes, laterals, pipes, pipelines, tunnels, and other systems for the transportation of water.
2. Pipelines and other systems for the transportation of liquids other than water, including oil, natural gas, synthetic liquid and gaseous fuels, and any refined product produced therefrom.
3. Pipelines, slurry and emulsion systems, and conveyor belts for transportation of solid materials.
4. Systems for the transmission and distribution of electric energy.
5. Systems for transmission or reception of radio, television, telephone, telegraph, and other electronic signals, and other means of communications.
6. Improved rights-of-way for snow machines, air cushion vehicles, and all-terrain vehicles.
7. Roads, highways, railroads, tunnels, tramways, airports, landing strips, docks, and other systems of general transportation.

This application must be filed simultaneously with each Federal department or agency requiring authorization to establish and operate your proposal.

In Alaska, the following agencies will help the applicant file an application and identify the other agencies the applicant should contact and possibly file with:

Department of Agriculture  
Regional Forester, Forest Service (USFS)  
Federal Office Building, P.O. Box 21628  
Juneau, Alaska 99802-1628  
Telephone: (907) 586-7847 (or a local Forest Service Office)

Department of the Interior  
Bureau of Indian Affairs (BLA)  
Juneau Area Office  
9109 Mendenhall Mall Road, Suite 5, Federal Building Annex  
Juneau, Alaska 99802  
Telephone: (907) 586-7177

Bureau of Land Management (BLM)  
222 West 7th Ave., Box 13  
Anchorage, Alaska 99513-7599  
Telephone: (907) 271-5477 (or a local BLM Office)

National Park Service (NPS)  
Alaska Regional Office, 240 West 5th Ave., Rm. 114  
Anchorage, Alaska 99501  
Telephone: (907) 644-3501

U.S. Fish & Wildlife Service (FWS)  
Office of the Regional Director  
1011 East Tudor Road  
Anchorage, Alaska 99503  
Telephone: (907) 786-3440

Note-Filings with any Interior agency may be filed with any office noted above or with the: Office of the Secretary of the Interior, Regional Environmental Officer, Box 120, 1675 C Street, Anchorage, Alaska 99513.

Department of Transportation  
Federal Aviation Administration  
Alaska Region AAL-4, 222 West 7th Ave., Box 14  
Anchorage, Alaska 99513-7587  
Telephone: (907) 271-5285

*NOTE* - The Department of Transportation has established the above central filing point for agencies within that Department. Affected agencies are: Federal Aviation Administration (FAA), Coast Guard (USCG), Federal Highway Administration (FHWA), Federal Railroad Administration (FRA).

*OTHER THAN ALASKA NATIONAL INTEREST LANDS*

Use of this form is not limited to National Interest Conservation Lands of Alaska.

Individual departments/agencies may authorize the use of this form by applicants for transportation and utility systems and facilities on other Federal lands outside those areas described above.

For proposals located outside of Alaska, applications will be filed at the local agency office or at a location specified by the responsible Federal agency.

SPECIFIC INSTRUCTIONS  
(Items not listed are self-explanatory)

*Item*

- 7 Attach preliminary site and facility construction plans. The responsible agency will provide instructions whenever specific plans are required.
  - 8 Generally, the map must show the section(s), township(s), and ranges within which the project is to be located. Show the proposed location of the project on the map as accurately as possible. Some agencies require detailed survey maps. The responsible agency will provide additional instructions.
  - 9, 10, and 12 - The responsible agency will provide additional instructions.
  - 13 Providing information on alternate routes and modes in as much detail as possible, discussing why certain routes or modes were rejected and why it is necessary to cross Federal lands will assist the agency(ies) in processing your application and reaching a final decision. Include only reasonable alternate routes and modes as related to current technology and economics.
  - 14 The responsible agency will provide instructions.
  - 15 Generally, a simple statement of the purpose of the proposal will be sufficient. However, major proposals located in critical or sensitive areas may require a full analysis with additional specific information. The responsible agency will provide additional instructions.
  - 16 through 19 - Providing this information in as much detail as possible will assist the Federal agency(ies) in processing the application and reaching a decision. When completing these items, you should use a sound judgment in furnishing relevant information. For example, if the project is not near a stream or other body of water, do not address this subject. The responsible agency will provide additional instructions.
- Application must be signed by the applicant or applicant's authorized representative.

If additional space is needed to complete any item, please put the information on a separate sheet of paper and identify it as "Continuation of Item".

**SUPPLEMENTAL**

NOTE: The responsible agency(ies) will provide additional instructions	CHECK APPROPRIATE BLOCK	
	ATTACHED	FILED*
<b>I - PRIVATE CORPORATIONS</b>		
a. Articles of Incorporation	<input type="checkbox"/>	<input type="checkbox"/>
b. Corporation Bylaws	<input type="checkbox"/>	<input type="checkbox"/>
c. A certification from the State showing the corporation is in good standing and is entitled to operate within the State.	<input type="checkbox"/>	<input type="checkbox"/>
d. Copy of resolution authorizing filing	<input type="checkbox"/>	<input type="checkbox"/>
e. The name and address of each shareholder owning 3 percent or more of the shares, together with the number and percentage of any class of voting shares of the entity which such shareholder is authorized to vote and the name and address of each affiliate of the entity together with, in the case of an affiliate controlled by the entity, the number of shares and the percentage of any class of voting stock of that affiliate owned, directly or indirectly, by that entity, and in the case of an affiliate which controls that entity, the number of shares and the percentage of any class of voting stock of that entity owned, directly or indirectly, by the affiliate.	<input type="checkbox"/>	<input type="checkbox"/>
f. If application is for an oil or gas pipeline, describe any related right-of-way or temporary use permit applications, and identify previous applications	<input type="checkbox"/>	<input type="checkbox"/>
g. If application is for an oil and gas pipeline, identify all Federal lands by agency impacted by proposal.	<input type="checkbox"/>	<input type="checkbox"/>
<b>II - PUBLIC CORPORATIONS</b>		
a. Copy of law forming corporation	<input type="checkbox"/>	<input type="checkbox"/>
b. Proof of organization	<input type="checkbox"/>	<input type="checkbox"/>
c. Copy of Bylaws	<input type="checkbox"/>	<input type="checkbox"/>
d. Copy of resolution authorizing filing	<input type="checkbox"/>	<input type="checkbox"/>
e. If application is for an oil or gas pipeline, provide information required by Item "I-f" and "I-g" above.	<input type="checkbox"/>	<input type="checkbox"/>
<b>III - PARTNERSHIP OR OTHER UNINCORPORATED ENTITY</b>		
a. Articles of association, if any	<input type="checkbox"/>	<input type="checkbox"/>
b. If one partner is authorized to sign, resolution authorizing action is	<input type="checkbox"/>	<input type="checkbox"/>
c. Name and address of each participant, partner, association, or other	<input type="checkbox"/>	<input type="checkbox"/>
d. If application is for an oil or gas pipeline, provide information required by Item "I-f" and "I-g" above.	<input type="checkbox"/>	<input type="checkbox"/>

\* If the required information is already filed with the agency processing this application and is current, check block entitled "Filed." Provide the file identification information (e.g., number, date, code, name). If not on file or current, attach the requested information.

## NOTICES

NOTE: This applies to the Department of the Interior/Bureau of Land Management (BLM).

The Privacy Act of 1974 provides that you be furnished with the following information in connection with the information provided by this application for an authorization.

**AUTHORITY:** 16 U.S.C. 310 and 5 U.S.C. 301.

**PRINCIPAL PURPOSE:** The primary uses of the records are to facilitate the (1) processing of claims or applications; (2) recordation of adjudicative actions; and (3) indexing of documentation in case files supporting administrative actions.

**ROUTINE USES:** BLM and the Department of the Interior (DOI) may disclose your information on this form: (1) to appropriate Federal agencies when concurrence or supporting information is required prior to granting or acquiring a right or interest in lands or resources; (2) to members or the public who have a need for the information that is maintained by BLM for public record; (3) to the U.S. Department of Justice, court, or other adjudicative body when DOI determines the information is necessary and relevant to litigation; (4) to appropriate Federal, State, local, or foreign agencies responsible for investigating, prosecuting violation, enforcing, or implementing this statute, regulation, or order; and (5) to a congressional office when you request the assistance of the Member of Congress in writing.

**EFFECT OF NOT PROVIDING THE INFORMATION:** Disclosing this information is necessary to receive or maintain a benefit. Not disclosing it may result in rejecting the application.

The Paperwork Reduction Act of 1995 requires us to inform you that:

The Federal agencies collect this information from applicants requesting right-of-way, permit, license, lease, or certifications for the use of Federal Lands.

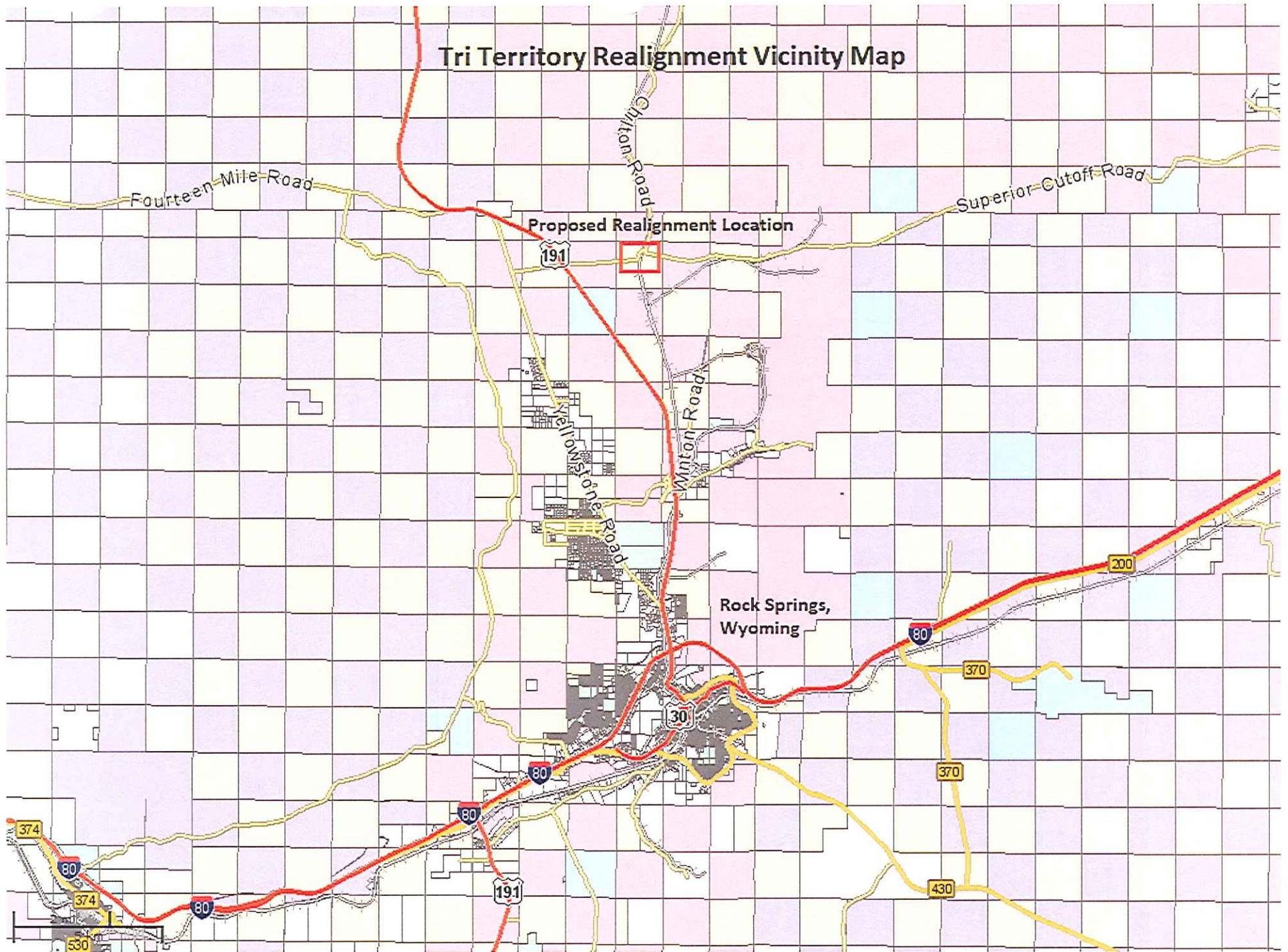
Federal agencies use this information to evaluate your proposal.

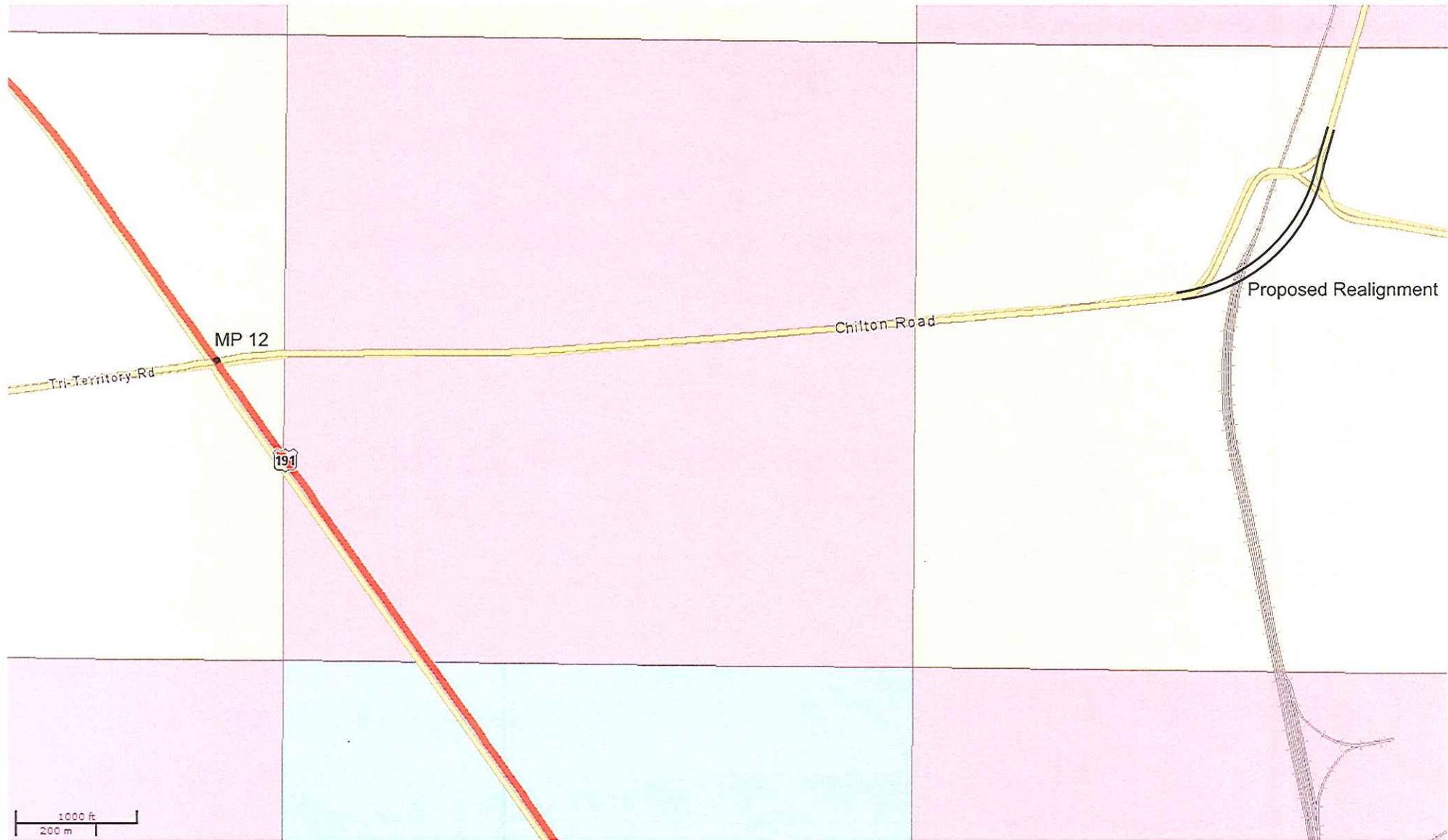
No Federal agency may request or sponsor and you are not required to respond to a request for information which does not contain a currently valid OMB Control Number.

**BURDEN HOURS STATEMENT:** The public burden for this form is estimated at 25 hours per response including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to: U.S. Department of the Interior, Bureau of Land Management (1004-0189), Bureau Information Collection Clearance Officer (WO-630) 1849 C Street, N.W., Mail Stop 401 LS, Washington, D.C. 20240.

A reproducible copy of this form may be obtained from the Bureau of Land Management, Land and Realty Group, 1620 L Street, N.W., Rm. 1000 LS, Washington, D.C. 20036.

# Tri Territory Realignment Vicinity Map







August 5, 2013

Sweetwater County Board of County Commissioners:

Below are the results of the 2013 Paint Striping Bid Opening that was held on July 30, 2013 at 4:00 P.M.

S & L Industrial Cowley, Wyoming	\$294,664.00(Original Bid)
	<b>\$290,080 (Corrected Bid)</b>
Kolbe Striping, Inc. Castle Rock, Colorado	\$325,152.00
	<b>\$341,409.00(Adjusted for Non-Resident)</b>

S&L Industrial had mathematical error in bid. Bid may be accepted by Board of County Commissioners if it is in the best interest of Sweetwater County. Unit Prices were higher than anticipated so quantities were adjusted. These revised quantities were given to S & L Industrial and a revised Project Total Bid of \$174,618.18 was agreed upon.

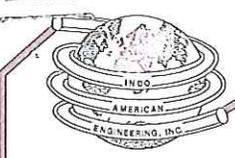
Recommendation:

Award Bid to S & L Industrial for a sum of \$174,618.18 and authorize the Chairman to sign all necessary documents.

Sincerely,



John P. Radosevich, P.E.  
Sweetwater County Public Works Director



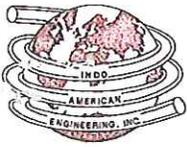
THE BOARD OF SWEETWATER COUNTY COMMISSIONERS  
SWEETWATER COUNTY, WYOMING  
P R O P O S A L  
YEAR 2013 VARIOUS COUNTY PAVED ROADS PAINT STRIPING AND  
MISCELLANEOUS WORK PROJECT

We the undersigned agree to furnish all labor, materials, equipment, tools, supplies, and services necessary to (1) FURNISH FAST-DRY HIGH PERFORMANCE 100% ACRYLIC WATERBORNE WHITE AND YELLOW TRAFFIC LINE PAINT AND (2) PLACEMENT OF REFLECTORIZED PAINTED YELLOW AND WHITE EDGE LINE, CENTERLINE, BARRIER STRIPES, REFERENCING THE LOCATIONS OF STRIPS TYPE CHANGES, AND MISCELLANEOUS OTHER STRIPING OF THE TYPE SPECIFIED ON THE PLANS, OR AS IN EXISTENCE ON THE YEAR 2013 VARIOUS COUNTY PAVED ROADS OR AS MODIFIED BY THE ENGINEER; REPLACEMENT OF DAMAGED OR NONEXISTENCE OF PAVEMENT STRIPING FENCE POST MARKERS AND OTHER MISCELLANEOUS WORK FOR YEAR 2013 VARIOUS COUNTY PAVED ROADS IN SWEETWATER COUNTY, WYOMING, in accordance with the Invitation to Bid, Special Provisions, and Specifications for consideration of lump sum or unit prices set forth in the schedule below.

ITEM NO.	DESCRIPTION	UNITS AND APPROX. QUANTITY	UNIT PRICE DOLLARS CTS	BID AMOUNT DOLLARS CTS
1	CONTRACT BOND	LUMP SUM	LUMP SUM	\$ <u>3,000.00</u>
2	IDENTIFYING UTILITIES	FA 1.00	\$0,500.0	\$ <u>00,500.00</u>
3	MOBILIZATION	LUMP SUM	LUMP SUM	\$ <u>30,000.00</u>
4	FENCE POST (POSTS SHALL BE INSTALLED TO REPLACE, RELOCATED MISSING OR BROKEN POSTS)	EACH 50	\$ <u>10.00</u> EA	\$ <u>500.00</u>
5	SOLID LINE STRIPING	MILE 280.0	\$ <u>792.00</u> /MI	\$ <u>223,344.00</u>
6	DASHED CENTERLINE STRIPING	MILE 104.0	\$ <u>330.00</u> /MI	\$ <u>34,320.00</u>
BID TOTAL				\$ <u>294,664.00</u>

221,760

291,664



# 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>

August 6, 2013

The Board of County Commissioners  
Sweetwater County  
80 West Flaming Gorge Way  
Green River, WY 82935

Attention: Mr. John P. Radosevich, P.E., County Engineer

Project Description: Year 2013 Various County Paved Roads Paint Striping  
and Miscellaneous Work Project # SC-129

Subject: Contract Award

Dear Sir:

Indo American Engineering, Inc., is hereby recommending to ACCEPT the bid, opened on July 30, 2013 at 4:00 P.M. in the amount of \$174,618.18 (corrected, adjusted by lowering quantities and with acceptance by the Contractor) submitted by S&L Industrial, 675 Road 7½, P. O. Box 126, Cowley, WY 82420, for the Year 2013 Various County Paved Roads Paint Striping and Miscellaneous Work Project.

The original S&L Industrial (corrected due to mathematical error) bid amount is \$290,080.00. The second and final bidder, Kolbe Striping, Inc., 550 Topeka Way, Castle Rock, CO 80109 had a bid amount of \$325,152.00. This bid amount was considered as \$341,409.60, adjusted by the mandated 5% increase for out-of-state bids.

Both said bids are higher than the Engineer's construction cost estimate. Both bids reflect a similar cost variation due to the time of construction (late bid and start, weather (low temperature, rain and snow), price of gas and paint, method of operation, equipment, and the local economy. With consideration to these variations, the bid amounts are within reasonable limits.

In order to maintain this year's budget and time frame, Mr. John Radosevich and Mr. Sheth have considered eliminating roads; those that are in fair condition. The heavily worn and/or used roadways will be re-striped, this includes 59.9 miles of roadway.

Therefore, we are requesting the Board of County Commissioners to ACCEPT the above-mentioned bid in the amount of \$174,618.18 from S&L Industrial, 675 Road 7 ½, P. O. Box 126, Cowley, WY 82420 for the Year 2013 Paint Striping Project.

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

Sincerely,

Indo American Engineering, Inc.  
Dinesh P. Sheth, M.S., P.E.

649 NORTH FRONT STREET, UNIT "A", ROCK SPRINGS, WYOMING 82901 U.S.A  
217 BORA BAZAR • FORT BOMBAY 400001 • INDIA • TELE. 2613229  
48 ROSELEIGH ROAD • SITTING BOURNE, KENT • ME 101RS • U.K. • TELE: 5420663

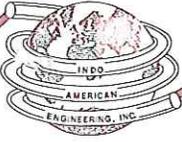


EXHIBIT "A"  
2013 VARIOUS SWEETWATER COUNTY PAVED ROADS PAINT STRIPING SUMMARY -- August 5, 2013

COUNTY ROAD NUMBER	ROADWAY	LENGTH	DASHED CL		DOUBLE BARRIER	TYPE	DASHED/CL		SOLID BAR/DASHED	SINGLE CL/COM-(1)		SOLID DOUBLE BAR(2)		EDGE LINE-(3)
			DASHED	CL			DASHED	CL		SOLID	CL	SOLID	LINE	
ROADWAY		MILES												
LENGTH		MILES												
4-2	LITTLE AMERICA ROAD	1.3	0.95	0.25	0.1	0	0.95	0.25	0.25	0.25	0.25	0.2	0	0
4-3	FMC ROAD	3.6	2.49	0.91	0.2	3.6	2.49	0.91	0.91	0.91	0.4	0.4	7.2	7.2
4-6	STAUFFER CHEMICAL (OC)	2.46	0.59	0.82	1.05	2.46	0.59	0.82	0.82	0.82	2.1	2.1	4.92	4.92
4-11	TEXASGULF SULFUR ROAD	9.05	5.02	3.02	1.01	9.05	5.02	3.02	3.02	3.02	2.02	2.02	18.1	18.1
4-15	NINE MILE ROAD	10.94	4.81	2.49	3.14	10.67	4.81	2.49	2.49	2.49	6.28	6.28	21.34	21.34
4-27	ASPEN MTN ROAD	3.2	1.31	1.74	0.15	3.2	1.31	1.74	1.74	1.74	0.3	0.3	6.4	6.4
4-35	HOSKINS ROAD	0.88	0.75	0	0.1	0	0.75	0	0	0	0.2	0.2	0	0
4-40	ALLIED CHEMICAL ROAD	3.2	1.23	1.62	0.35	3.2	1.23	1.62	1.62	1.62	0.7	0.7	6.4	6.4
4-42	RELANCE ROAD	2.51	0.91	0.62	0.98	2.51	0.91	0.62	0.62	0.62	1.96	1.96	5.02	5.02
4-51	BLAIRTOWN CONNECTOR RD	4.2	1.46	1.75	1.62	4.01	1.46	1.75	1.75	1.75	3.24	3.24	8.02	8.02
4-58	YELLOWSTONE ROAD	5.78	2.02	2.86	2.06	5.61	2.02	2.86	2.86	2.86	4.12	4.12	11.22	11.22
4-60	MESA DRIVE	1.45	1.05	0.3	0.1	1.45	1.05	0.3	0.3	0.3	0.2	0.2	2.9	2.9
4-64	ROCK SPRINGS SOLID WASTE	0.3	0.23	0	0.07	0.3	0.23	0	0	0	0.14	0.14	0.6	0.6
4-69	GOOKIN-WHITE MTN ROAD	0.61	0	0	0.61	0	0	0	0	0	1.22	1.22	0	0
4-85	SOLVAY ROAD	3.75	1.11	1.66	0.98	3.75	1.11	1.66	1.66	1.66	1.96	1.96	7.5	7.5
4-86	EXXON PLANT ROAD	4.4	3.25	0.91	0.24	4.4	3.25	0.91	0.91	0.91	0.48	0.48	8.8	8.8
4-92	ARMORY ROAD	0.11	0	0	0.11	0	0	0	0	0	0.22	0.22	0	0
4-1100	SIGNAL DRIVE	1.17	0	0	1.13	1.12	0	0	0	0	2.26	2.26	2.24	2.24
4-1119	FOOTHILL DRIVE	0.44	0	0	0.44	0	0	0	0	0	0.88	0.88	0	0
4-1168	WILKINS PEAK DRIVE	0.55	0	0	0.55	0	0	0	0	0	1.1	1.1	0	0
	SUB TOTAL	59.9	27.18	18.95	14.99	55.33	27.18	18.95	18.95	18.95	29.98	29.98	110.66	110.66
	TOTAL						46.13				159.59			
	FOR ESTIMATE						46.13				159.59			
	BID ITEM 1	BID ITEM 2	BID ITEM 3	BID ITEM 4	BID ITEM 6 DASHED	BID ITEM 5 SOLID	REVISED TOTAL	ACTUAL TOTAL						
S&L	\$2,000.00	\$500.00	\$30,000.00	\$500.00	\$330/MILE	\$792/MILE	\$174,618.18	\$294,664.00						
					\$15,222.90	\$126,395.28								
					\$11,440.24	\$159,909.18								
					\$248/MILE	\$1002/MILE								
					\$3,200.00	\$190,149.42								
					\$500.00	\$325,152.00								
					\$15,000.00	\$341,409.60								
					\$500.00	\$325,152.00								
					\$2,000.00	\$341,409.60								

(ADDED 5% FOR NON-RESIDENTS)



UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT  
RIGHT-OF-WAY GRANT/TEMPORARY USE PERMIT

SERIAL NUMBER WYW82646

R E N E W A L

---

1. A right-of-way is hereby granted pursuant to Title V of the Federal Land Policy and Management Act of October 21, 1976 (90 Stat. 2776; 43 U.S.C. 1761).
2. Nature of Interest:
  - a. By this instrument, the holder:

Sweetwater County  
80 W. Flaming Gorge Way  
Green River, Wyoming 82935

receives a right to construct, operate, maintain, and terminate existing access roads previously authorized under grant of right-of-way approved on July 7, 1983, and amended on June 11, 1993 on Federal lands described as follows:

T. 19 N., R. 105 W., 6<sup>th</sup> P.M. Sweetwater County, Wyoming  
section 4: S $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ , SW $\frac{1}{4}$ NW $\frac{1}{4}$ , SW $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ , NW $\frac{1}{4}$ SE $\frac{1}{4}$ ,  
E $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ , S $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$
  - b. The right-of-way or permit area granted herein is 80 feet wide, 1.29 miles long and contains 12.51 acres, more or less
  - c. This instrument shall terminate on December 31, 2042, 30 years from its effective date unless, prior thereto, it is relinquished, abandoned, terminated, or modified pursuant to the terms and conditions of this instrument or of any applicable Federal law or regulation.
  - d. This instrument may be renewed. If renewed, the right-of-way or permit shall be subject to the regulations existing at the time of the renewal and any other terms and conditions that the authorized officer deems necessary to protect the public interest.

- e. Notwithstanding the expiration of this instrument or any renewal thereof, early relinquishment, abandonment, or termination, the provisions of this instrument, to the extent applicable, shall continue in effect and shall be binding on the holder, its successors, or assigns, until they have fully satisfied the obligations and/or liabilities accruing herein before or on account of the expiration, or prior termination, of the grant.

### 3. Rental

For and in consideration of the rights granted, the holder agrees to pay the Bureau of Land Management fair market value rental as determined by the authorized officer unless specifically exempted from such payment by regulation. Provided, however, that the rental may be adjusted by the authorized officer, whenever necessary, to reflect changes in the fair market rental value as determined by the application of sound business management principles, and so far as practicable and feasible, in accordance with comparable commercial practices.

### 4. Terms and Conditions:

- a. This grant or permit is issued subject to the holder's compliance with all applicable regulations contained in Title 43 Code of Federal Regulations part 2800 and 2880.
- b. Upon grant termination by the authorized officer, all improvements shall be removed from the public lands within 90 days, or otherwise disposed of as provided in paragraph (4)(d) or as directed by the authorized officer.
- c. Each grant issued for a term of 20 years or more shall, at a minimum, be reviewed by the authorized officer at the end of the 20th year and at regular intervals thereafter not to exceed 10 years. Provided, however, that a right-of-way or permit granted herein may be reviewed at any time deemed necessary by the authorized officer.
- d. The stipulations, plans, maps, or designs set forth in Exhibit(s) A and B, dated July 7, 1983 and June 11, 1993, attached hereto, are incorporated into and made a part of this grant instrument as fully and effectively as if they were set forth herein in their entirety.
- e. Failure of the holder to comply with applicable law or any provision of this right-of-way grant or permit shall

constitute grounds for suspension or termination thereof.

- f. The holder shall perform all operations in a good and workmanlike manner so as to ensure protection of the environment and the health and safety of the public.
- g. The holder shall contact the authorized officer at least FIVE days prior to the anticipated start of construction and/or any surface disturbing activities. The authorized officer may require and schedule a preconstruction conference with the holder prior to the holder's commencing construction and/or surface disturbing activities on the right-of-way. The holder and/or his representative shall attend this conference. The holder's contractor, or agents involved with construction and/or any surface disturbing activities associated with the right-of-way, shall also attend this conference to review the stipulations of the grant including the plan(s) of development.
- h. In the event that the public land underlying the right-of-way (ROW) encompassed in this grant, or a portion thereof, is conveyed out of Federal ownership and administration of the ROW or the land underlying the ROW is not being reserved to the United States in the patent/deed and/or the ROW is not within a ROW corridor being reserved to the United States in the patent/deed, the United States waives any right it has to administer the right-of-way, or portion thereof, within the conveyed land under Federal laws, statutes, and regulations, including the regulations at 43 CFR Part 2800, including any rights to have the holder apply to BLM for amendments, modifications, or assignments and for BLM to approve or recognize such amendments, modifications, or assignments. At the time of conveyance, the patentee/grantee, and their successors and assigns, shall succeed to the interests of the United States in all matters relating to the right-of-way, or portion thereof, within the conveyed land and shall be subject to applicable State and local government laws, statutes, and ordinances. After conveyance, any disputes concerning compliance with the use and the terms and conditions of the ROW shall be considered a civil matter between the patentee/grantee and the ROW Holder.
- i. The holder shall construct, operate, and maintain the facilities, improvements, and structures within this right-of-way in strict conformity with the plan of development which was approved and made part of the grant on July 7, 1983 and June 11, 1993. Any relocation, additional construction, or use that is not in accord

with the approved plan(s) of development, shall not be initiated without the prior written approval of the authorized officer. A copy of the complete right-of-way grant, including all stipulations and approved plan(s) of development, shall be made available on the right-of-way area during construction, operation, and termination to the authorized officer. Noncompliance with the above will be grounds for an immediate temporary suspension of activities if it constitutes a threat to public health and safety or the environment.

- j. The holder shall designate a representative(s) who shall have the authority to act upon and to implement instructions from the authorized officer. The holder's representative shall be available for communication with the authorized officer within a reasonable time when construction or other surface disturbing activities are underway.
- k. Any cultural and/or paleontological resource (historic or prehistoric site or object) discovered by the holder, or any person working on his behalf, on public or Federal land shall be immediately reported to the authorized officer. Holder shall suspend all operations in the immediate area of such discovery until written authorization to proceed is issued by the authorized officer. An evaluation of the discovery will be made by the authorized officer to determine appropriate actions to prevent the loss of significant cultural or scientific values. The holder will be responsible for the cost of evaluation and any decision as to proper mitigation measures will be made by the authorized officer after consulting with the holder.
- l. Use of pesticides shall comply with the applicable Federal and state laws. Pesticides shall be used only in accordance with their registered uses and within limitations imposed by the Secretary of the Interior. Prior to the use of pesticides, the holder shall obtain from the authorized officer written approval of a plan showing the type and quantity of material to be used, pest(s) to be controlled, method of application, location of storage and disposal of containers, and any other information deemed necessary by the authorized officer. Emergency use of pesticides shall be approved in writing by the authorized officer prior to such use.
- m. The holder shall be responsible for weed control on disturbed areas within the limits of the right-of-way. The holder is responsible for consultation with the authorized officer and/or local authorities for

acceptable weed control methods (within limits imposed in the grant stipulations).

- n. The holder shall protect all survey monuments found within the right-of-way. Survey monuments include, but are not limited to, General Land Office and Bureau of Land Management Cadastral Survey Corners, reference corners, witness points, U.S. Coastal and Geodetic benchmarks and triangulation stations, military control monuments, and recognizable civil (both public and private) survey monuments. In the event of obliteration or disturbance of any of the above, the holder shall immediately report the incident, in writing, to the authorized office and the respective installing authority if known. Where General Land Office or Bureau of Land Management right-of-way monuments or references are obliterated during operations, the holder shall secure the services of a registered land surveyor or a Bureau cadastral surveyor to restore the disturbed monuments and reference using surveying procedures found in the Manual of Surveying Instructions for the Survey of the Public Lands in the United States, latest edition. The holder shall record such survey in the appropriate county and send a copy to the authorized officer. If the Bureau cadastral surveyors or other Federal surveyors are used to restore the disturbed survey monument, the holder shall be responsible for the survey cost.
- o. No construction or routine maintenance activities shall be performed during periods when the soil is too wet to adequately support construction equipment or when watershed damage is likely to occur. If such equipment creates ruts in excess of four inches deep, the soil shall be deemed too wet to adequately support construction equipment. Frozen soil or soil mixed with snow will not be used in construction.
- p. The holder shall meet Federal, State, and local emission standards for air quality.
- q. Construction-related traffic shall be restricted to routes approved by the authorized officer. New access roads or cross-country vehicle travel will not be permitted unless prior written approval is given by the authorized officer. Authorized roads used by the holder shall be rehabilitated or maintained when construction activities are complete as approved by the authorized officer.
- r. Except rights-of-way expressly authorizing a road after construction of the facility is completed, the holder shall not use the right-of-way as a road for purposes

other than routine maintenance as determined necessary by the authorized officer in consultation with the holder.

- s. Prior to termination of the right-of-way, the holder shall contact the authorized officer to arrange a pretermination conference. This conference will be held to review the termination provisions of the grant.

IN WITNESS WHEREOF, The undersigned agrees to the terms and conditions of this right-of-way grant or permit.

\_\_\_\_\_  
(Signature of Holder)

\_\_\_\_\_  
(Signature of Authorized Officer)

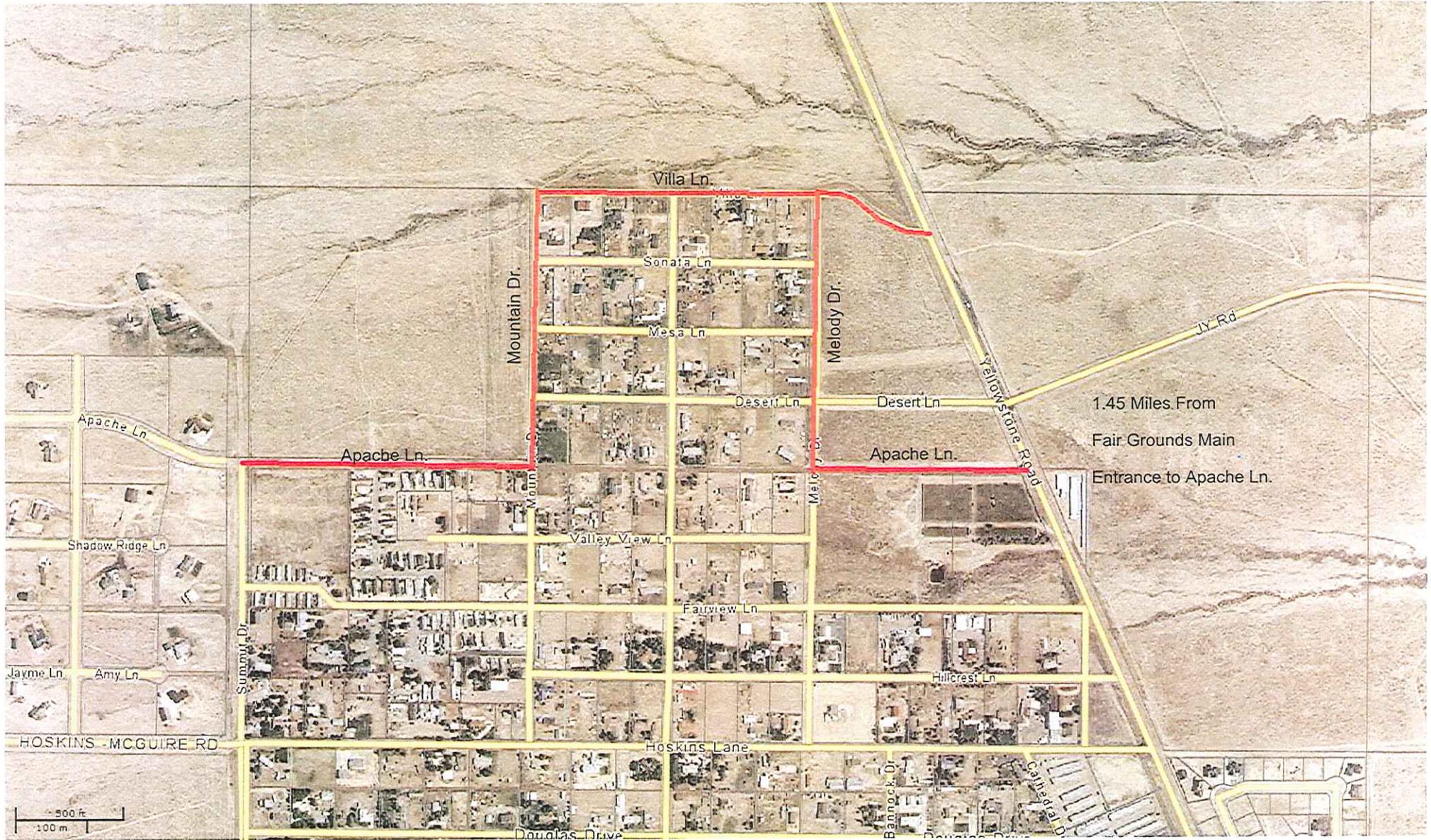
\_\_\_\_\_  
(Title)

Assistant Field Manager  
Minerals and Lands

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

July 7, 2013  
\_\_\_\_\_  
(Effective Date of Grant)



Villa Ln.

Sonata Ln

Mesa Ln

Desert Ln

Desert Ln

Apache Ln.

Apache Ln.

1.45 Miles From  
Fair Grounds Main  
Entrance to Apache Ln.

Apache Ln

Shadow Ridge Ln

Jayme Ln

Amy Ln

HOSKINS - MCGUIRE RD

Hoskins Lane

500 ft  
100 m

Mountain Dr.

Melody Dr.

Yellowstone Road

JY Rd

Summit Dr.

Mountain Dr.

Melody Dr.

Valley View Ln

Fairview Ln

Hillcrest Ln

Douglas Drive

Bainock Dr

Cathedral Dr





SWEETWATER COUNTY  
HISTORICAL MUSEUM

July 31, 2013

Wally Johnson, Chair  
Board of Sweetwater County Commissioners  
Sweetwater County Courthouse  
80 W. Flaming Gorge Way  
Green River, Wyoming 82935

Dear Commissioner Johnson:

Since the final approval of the FY 2013/2014 budget on June 27, 2013 we have discovered that the cash on hand amount used to determine the request for appropriations for the Sweetwater County Museum from the Board of County Commissioners was not accurate. The reported cash on hand total was considerably larger than the actual cash on hand total, resulting in an approved appropriation insufficient to meet the normal financial obligations of the museum. Budget Coordinator Bonnie Phillips was contacted as soon as the problem became apparent and she has been extremely helpful in clarifying the situation.

I would emphasize that all public funds are properly accounted for. This is shown by our yearly audit. The artificially inflated cash on hand total was a cumulative result of three years' worth of reporting errors, which came about primarily due to the use of an outdated reporting method. Administrative changes have been made in the reporting system to ensure that these errors will not be made again.

However, the shortfall in the budget must be addressed. Huge cuts, fifty percent in many cases, have been made in operation expenses, but this has not been enough to bring the budget into balance. The specific problem is a lack of sufficient cash carryover funds for the current budget year. The attached budget summary shows the situation in greater detail. Our current budget will support a very lean operation until the beginning of the new budget year in July of 2014. We will then be able to operate until about mid-August on our anticipated cash on hand. Unfortunately, based on past experience, we do not expect a tax distribution until October of 2014.

We are now informing you of the problem of this shortfall and are seeking your guidance and assistance in determining the best way to address it. The museum staff and board very much regrets that this situation has come about. We have always tried to submit budget requests reflecting good sense and an awareness of the public origin of the funds that we use to operate the museum. We hope that this long track record of responsibility, the unintentional nature of the errors which have brought about this problem and our sincere and timely efforts to address the situation will demonstrate that we value the trust and support that has always been given our institution. Thank you for your consideration.

Sincerely,

Ruth Lauritzen  
Director

3 East Flaming Gorge Way • Green River, Wyoming 82935  
307-872-6435 • 307-352-6715 • 307-872-3234 (fax)  
swchm@sweetwater.net • www.sweetwatermuseum.org

Sweetwater County Historical Museum  
 Summary Budgets FY 11-12, FY 12-13 and FY 13-14

	11-'12 Actual	FY 12-13 Actual	FY 14 Budget
<b>Revenue</b>			
	<b>338628</b>	<b>273127</b>	<b>281010</b>
<b>Expense</b>			
Salaries Personnel & Fixed	192997	219573	213436
Costs	121439	105906	117967
Operations Communication & Travel	71842	54993	43785
Utilities	12427	10550	9000
Administration	10810	12838	13694
	4486	4358	2100
	<b>414001</b>	<b>408218</b>	<b>399982</b>

**Reconciliation**

Cash On Hand 6/30/13	176173
Revenue	281010
(Expenses)	399982
Cash on Hand 6/30/14	57201
Monthly expenses	33332
Days cash on hand 6/30/14	51.5 days
2013 distribution	
July	0
August	0
September	0
October	45894



WARRANT AGREEMENT

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between the Sweetwater County Fair Board, hereinafter "Board," of Sweetwater County, Wyoming, and the RSNB Bank of Rock Springs, Sweetwater County, Wyoming, hereinafter "Bank."

WITNESSETH:

WHEREAS, the Board uses and desires to continue to use Bank as a Depository for Board funds; and

WHEREAS, the Board derives its funding, in part, through a property tax levy; and

WHEREAS, it is contemplated that at various times during the remainder of the Board's current fiscal year, the Board will be required to borrow funds to meet operation expenses; and

WHEREAS, Bank is willing to lend Board funds as needed up to a maximum limit at any given time of seventy-five per cent (75%) of the anticipated 2013-2014 fiscal year property tax revenues of the Board remaining uncollected, provided, however, pursuant to W.S. Statutes 18-4-103, such warrants shall not exceed, in any event, the current obligations for the necessary expenses for continuing the services and functions for which the Fair Board is responsible, and the expenses of the Fair board, for the period July 1, 2013 through November 30, 2013:

NOW THEREFORE, IN CONSIDERATION OF THE PROMISES AND MUTUAL COVENANTS, PROMISES AND AGREEMENTS HEREIN CONTAINED, THE PARTIES STIPULATE, AGREE AND ACKNOWLEDGE AS FOLLOWS:

1. Bank as Depository of Board Funds: The Board agrees to use Bank as a depository of its funds. Said funds held on deposit at Bank shall be withdrawn on the orders or warrants of the Board.

2. PERSONS AUTHORIZED TO SIGN ORDER OR WARRANTS: The following persons have the authority to sign Board orders or warrants, namely:

Larry Lloyd	Title: Executive Director
Kent McCann	Title: Chair
Faith Harris	Title: Vice-Chair
Jodee Burnett	Title: Secretary
Charles Barnum	Title: Treasurer
Deborah Arguello	Title: Trustee
Bill Valdez	Title: Trustee
Paul Zancanella	Title: Trustee

All orders or warrants must contain at least two (2) authorized signatures, subject to the following limitations: NONE

Attached hereto are true copies of signature cards that contain the signatures of the persons authorized to sign Board orders or warrants, to be drawn upon the warrant account to be established pursuant to this agreement, which signature cards are incorporated herein by this reference.

The person or persons authorized to sign Board orders or warrants may be changed by the Board from time to time by notifying the Bank in writing of such change and supplying Bank with a properly

executed signature card for each person added as an authorized signature.

The Bank shall honor all orders or warrants that contain on their face the signature of those persons authorized to sign Board orders or warrants not to exceed at any given time an aggregate amount equal to \$1,969,775 or seventy five percent (75%) of the anticipated revenues from the 2013-2014 property tax levy for the benefit of the Board remaining uncollected, whichever shall be less, in overdrafts on the Board's account at Bank during the term of this agreement.

3. LIABILITY OF BANK: Bank shall honor all of the Board's orders and warrants covered by the provisions of this agreement without regard to the payee named herein, and without regard to the purpose for which the funds may be used. Bank shall not be liable for any loss or any injury to the Bank with respect to Bank's duty to honor the Board's orders or warrants pursuant to the provisions of this agreement.

4. DEPOSITS TO THE BOARD'S ACCOUNT: Checks, orders and warrants naming the Board as payee may be deposited to the Board's checking account upon any Board endorsement. Checks, orders, and warrants naming the Board as payee may be cashed or credited to another account upon the endorsement of the persons named herein above in Paragraph 2.

5. WARRANTS AS EVIDENCE OF DEBT: Every warrant of the Board redeemed by the Bank shall become a loan to the Board by the Bank. Each person who is authorized to sign such warrants shall, as an agent of the Board, be authorized to borrow money pursuant to this agreement from the Bank on behalf of and in the name of the Board, and to deliver said warrants or other obligations to the Board.

6. RATE OF INTEREST ON WARRANTS: The rate of interest charged against all the Board's warrants redeemed by the Bank shall be the three (3) month U.S. treasury bill rate in effect upon date of payment of such warrant, plus two percent (2%). It is agreed that the overall rate of return shall not be less than three and three quarter's percent (3.75%).

Interest charged on each warrant redeemed by Bank shall accrue daily on such warrant from the date such warrant is posted to the warrant account established in accordance with Paragraph 8 herein, until the date such warrant is paid in full by the Board.

The form of warrant to be utilized by the Board for its purposes under the terms of this agreement is attached hereto and by this reference made a part hereof.

7. FINANCIAL REPORTING OF BOARD: Until all warrants issued by the Board hereunder shall have been paid in full, the Board shall provide Bank with internally generated financial statements including profit and loss information on all Board operations, within fifteen (15) days following each calendar quarter-end beginning with quarter ended September 30, 2013. The Board will also provide to Bank a certified copy of the County Assessor's final valuation of the property within the Board for fiscal year 2013-2014.

8. WARRANT ACCOUNT: Board will establish a warrant account with Bank for the purpose of negotiating its warrants. Each warrant shall be drawn payable to the Sweetwater County Fair Board, and will be deposited in the general operating account of the Board maintained in the Bank, for the purpose of providing for the day-to-day cash flow needs of the Board. The rate of interest to be paid upon each warrant shall be stated within the warrant.

9. TAX LEVY OF BOARD: The accrued interest and principal of all outstanding Board warrants shall be secured by the property tax received by the Board from the office of the Treasurer of Sweetwater County, Wyoming, hereinafter "Treasurer," which tax revenues are hereby assigned by the Board and by

the Board of County Commissioners of Sweetwater County, Wyoming to the Bank for such purpose. Bank has the right to notify the Treasurer in writing of the principal and interest due and owing to the Bank by the Board on all outstanding warrants.

10. Termination: This agreement shall terminate on June 30, 2014, the last day of the current fiscal year of the Board. Upon termination of this agreement, all amounts due and owing to Bank by the Board pursuant to the provisions of this agreement shall become immediately due and payable. All amounts due and payable to the Bank by the Board upon the termination of this agreement shall be secured by the property tax revenues due to the Board from the Treasurer, and Bank may make demand upon such tax revenues as provided for in Paragraph 9 herein.

11. DEFAULT: The Board further agrees that the Board shall be in default and will have breached this agreement should the Board fail to comply with all the terms and conditions herein.

The Bank's remedies upon a default to the Board shall be cumulative and are as follows:

- a. The Bank shall be able to dishonor all warrants after the date of default and without notice of default to the Board.
- b. The Bank shall be able to call immediately due and payable all amounts due and owing to the Bank.
- c. The Bank shall be able to notify the Treasurer to pay over to Bank all monies Treasurer holds for the Board or shall receive for the Board up to the amount due and owing to the Bank from the Board pursuant to the terms of this agreement.
- d. Any other remedies available at law or in equity to the Bank.

12. ATTORNEY'S FEES: In the event it becomes necessary to enforce any of the term of this agreement, either with or without suit, the losing party agrees to pay the prevailing party all reasonable costs and expenses, including a reasonable attorney's fee that may be made and incurred.

13. ENTIRE AGREEMENT: This instrument contains the entire agreement between the parties, and shall not be modified, changed or discharged in any manner except by an instrument in writing, executed by the parties. If any terms or provision of this agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this agreement shall be valid and enforced to the fullest extent permitted by law.

14. WAIVER OF BREACH: The waiver of either party hereto of any breach or any condition or provision of this agreement by the other party shall be limited to the particular instance, and shall not operate or be deemed to waive any future breach or breaches of said condition or provision. This failure of either party to insist in any one instance or more upon the performance or any of the condition or provisions of this agreement, or to excise any right or privilege herein conferred, shall not be construed as waiving any such condition, provision, right or privilege, but the same shall continue and remain in full force and effect.

15. NOTICES: All notices, demands, request and other required or permitted to be given hereunder shall be deemed duly given if delivered, or if mailed by registered or certified mail, postage prepaid, if addressed to the following:

Board: Larry Lloyd, Executive Director  
Sweetwater County Fair Board  
3320 Yellowstone Road  
Rock Springs, Wyoming 82901

Bank: Keith N. Hay, Vice President  
RSNB Bank  
333 Broadway  
Rock Springs, Wyoming 82901

Either party shall have the right to specify in writing, in the manner above-provided, another address to which subsequent notices or writings to such party shall be given.

Any notices given hereunder shall be deemed to have been given as of the date delivered or mailed. Personal delivery of such written notice shall have the same effect as notice given by mail.

16. BINDING: The terms, covenants and agreements of this agreement shall apply to, bind and insure to the benefit of the parties hereto, and their successors and assigns.

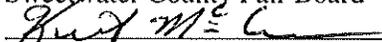
17. APPLICABLE LAW: The agreement shall be construed by the laws of the State of Wyoming.

18. COUNTY APPROVAL: The Board of County Commissioners of Sweetwater County, Wyoming, hereinafter "Commissioners", by its execution of this Warrant Agreement as reflected hereinafter, hereby consents to the within transaction by the Sweetwater County Fair Board (to the extent such consent is required by law) and joins in the pledge and assignment of the 2013-2014 fiscal year tax revenues levied by the Commissioners on behalf of the Sweetwater County Fair Board as provided in Paragraph 9 of this Warrant Agreement.

IN WITNESS WHEREOF the parties have set their hands the date first written herein above.

RSNB Bank  
\_\_\_\_\_  
Title: Vice President

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

Sweetwater County Fair Board  
  
\_\_\_\_\_  
Title: Chairman

Attest: Erika Lee Kosnar  
  
\_\_\_\_\_  
Title: Office Manager

Board of County Commissioners of Sweetwater County

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

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

State of Wyoming )  
 : ss.  
County of Sweetwater )

The above and foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, the \_\_\_\_\_ of the RSNB Bank.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

State of Wyoming )  
 : ss.  
County of Sweetwater )

The above and foregoing instrument was acknowledged before me this 23rd day of July, 2013, by Kent McCann, the Chairman of the Sweetwater County Fair Board.

WITNESS my hand and official seal.

Eulafew  
Notary Public



My Commission Expires:  
Dec 27, 2014

State of Wyoming )  
 : ss.  
County of Sweetwater )

The above and foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, the \_\_\_\_\_ of the Board of County Commissioners of Sweetwater County, Wyoming.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

ACCEPTANCE OF ASSIGNMENT OF  
BOARD FUNDS

I, \_\_\_\_\_, the duly elected Treasurer of Sweetwater County, Wyoming, hereby accept the assignment of SWEETWATER COUNTY FAIR BOARD FUNDS to the RSNB Bank according to the terms and conditions of the foregoing Warrant Agreement entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. Between the RSNB Bank and \_\_\_\_\_ the \_\_\_\_\_ Board.

DATED the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_

Title

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

**August 6, 2013**

**Land Use  
Agenda and Staff Report**

**Prepared by:**

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

# **Board of County Commissioners**

## **Public Hearing Agenda**

### **August 6, 2013**

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

#### **Public Hearing**

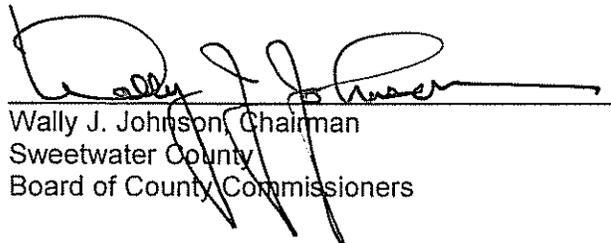
1. Language Amendment  
Zoning Resolution  
WECS Regulations



**Notice by the Sweetwater County Board of County Commissioners of its Intention to Repeal the Wind Farm Zoning Regulations and replace with new regulations entitled "Wind Energy Conversion Systems" and to amend the fees for Wind Energy Conversion Systems.**

- 1) The Sweetwater County Board of County Commissioners intends to amend the Sweetwater County Wind Farm Zoning Regulations which are included in the Sweetwater County Zoning Resolution.
- 2) The current Sweetwater County Wind Farm Zoning Regulations do not comply with Wyoming State Statutes 18-5-502 through 18-5-512.
- 3) This amendment will repeal Sweetwater County Zoning Resolution Section 18. Wind Farm Zoning Regulations in its entirety.
- 4) This amendment will replace the Wind Farm Zoning Regulations with new regulations entitled "Wind Energy Conversion Systems", and will update the Fees charged for Wind Energy Conversion Systems.
- 5) The proposed "Wind Energy Conversion System" regulations and proposed "WECS Fees" will provide a regulatory framework in which Sweetwater County will come into compliance with Wyoming State Statutes for Wind Energy Conversion Systems.
- 6) Any interested persons may comment on the amendments by writing to the Sweetwater County Land Use Department, c/o Eric Bingham, 80 W. Flaming Gorge Way Suite 23, Green River, WY 82935. All comments must be received before August 2, 2013.
- 7) Any interested person may obtain a copy of the proposed amendments by requesting a copy from the Sweetwater County Land Use Department, 80 W. Flaming Gorge Way Suite 23, Green River, WY 82935, phone: 307-922-5430, fax: 307-872-3991 or Email: landuse@sweet.wy.us.
- 8) Wyoming Statutes 18-5-502 through 18-5-512 are substantive state statutory requirements applicable to these proposed regulations.

Signed this 18<sup>th</sup> day of June, 2013.

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

**CERTIFICATION PAGE**

**Amended Rules and Regulations of the  
Sweetwater County Board of County Commissioners  
Sweetwater County, Wyoming**

I hereby certify that Resolution 13-08-CC-01 regarding the Sweetwater County Wind Energy Conversion Systems Regulations has been approved by the Sweetwater County Commission in accordance with all applicable provisions of the Administrative Procedures Act, including:

1. At its regular meeting on June 18, 2013, the Sweetwater County Commission announced its intent to repeal Section 18 of the Sweetwater County Zoning Resolution titled Wind Farm Regulations and replace it with Section 18 titled Wind Energy Conversion Systems.
2. Prior to adoption these rules were made available for public inspection, and more than forty-five (45) days have lapsed since the Sweetwater County Commission announced its intent to adopt said rules.
3. The Sweetwater County Wind Energy Conversion Systems Regulations shall become effective immediately upon filing with the Sweetwater County Clerk.

Signed this 6<sup>th</sup> day of August, 2013.

The Sweetwater County Commission:

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

**Resolution 13-08-CC-01**  
**Language Amendment to the Sweetwater County Zoning Resolution**  
**Repeal Section 18 – Wind Farm Regulations and Replace with**  
**Section 18 – Wind Energy Conversion Systems**

**Whereas**, the Board of Sweetwater County Commissioners (Board) is empowered by Wyoming Statutes 18-5-201 et. Seq. to regulate the use of land in the unincorporated areas of Sweetwater County; and,

**Whereas**, on January 11, 2013 the Sweetwater County Land Use Department advertised that a public hearing would be held before the Sweetwater County Planning and Zoning Commission at 10:00 a.m. on February 13, 2013 proposing to amend Section 18 of the Sweetwater County Zoning Resolution concerning Wind Energy Conversion Systems, and;

**Whereas**, the Sweetwater County Planning and Zoning Commission held a public hearing on February 13, 2013 regarding this *Language Amendment to the Sweetwater County Zoning Resolution*, and;

**Whereas**, the Sweetwater County Planning and Zoning Commission at their public hearing on February 13, 2013 requested and received public comment, and;

**Whereas**, after due consideration and discussion of all public comments received during a public hearing on February 13, 2013 the Planning and Zoning Commission voted 5-0 to recommend to the Sweetwater County Board of County Commissioners adoption of the proposed amendments to Section 18 of the Sweetwater County Zoning Resolution concerning Wind Energy Conversion Systems, and;

**Whereas**, the Sweetwater County Board of County Commissioners held a public hearing on the proposed amendments on May 21, 2013 which was tabled, and;

**Whereas**, the Sweetwater County Board of County Commissioners untabled the public hearing on the proposed amendments on June 18, 2013 and requested and received public comment, and after due consideration and discussion signed notice of its intention to repeal Section 18 of the Sweetwater County Zoning Resolution titled Wind Farm Regulations and replace it with Section 18 titled Wind Energy Conversion Systems, and;

**Whereas**, at least forty-five (45) days have lapsed since the Sweetwater County Board of County Commissioners expressed its intent, pursuant to W.S.§16-3-103(a)(i) of Wyoming’s Administrative Procedures Act, to repeal Section 18 titled Wind Farm Regulations and replace it with Section 18 titled Wind Energy Conversion Systems and adopt the language shown below:

**Section 18. Wind Energy Conversion Systems**

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<b>A. <u>Overview</u></b>	

This Section provides the regulatory framework for Wind Energy Conversion System Facilities. The regulations within this Section are in addition to relevant development standards and regulations in other parts of this Zoning Resolution and apply to all unincorporated areas of Sweetwater County. Unless otherwise provided, the requirements of this Section are in addition to the zone district requirements set forth in the Sweetwater County Zoning Resolution.

**B. Intent and Purpose**

The intent of these regulations is to: provide for public safety, prevent hazards from the construction of commercial and non-commercial Wind Energy Conversion System Facilities, preserve environmental, historical and cultural resources, maintain the unique custom and culture of Sweetwater County, and to sustain the diverse existing uses of the land. In addition, the purpose is to consider and require carefully planned and compatible Wind Energy Conversion System Facilities in Sweetwater County;

**C. Definitions**

- 1) "Applicant(s)" means owner or developer.
- 2) "Application Submittal Meeting" means a mandatory meeting that the applicant shall schedule and attend for the purposes of the Department providing a summary review of the WECS Facility Application.
- 3) "Areas of Critical Environmental Concern" means areas within the public lands where special management attention is required to protect and prevent irreparable damage to important historic, cultural, or scenic values, fish and wildlife resources or other natural systems or processes, or to protect life and safety from natural hazards. (Federal Land Policy and Management Act)
- 4) "Biologically Significant" means those species of plant or animal that are deserving of special management under the applicable State or Federal Agency.
- 5) "Bird Diverter Standards" means the requirements of BLM "*Appendix K MET Tower Requirements for Wildlife*" for flagging guy wires to reduce avian injuries or fatalities.
- 6) "Blade Glint" means small bright flashes of reflected light from a wind generation device.
- 7) "Board" means the Sweetwater County Board of County Commissioners.
- 8) "Commencement of Construction of a WECS Facility" means storage of construction equipment and vehicles on the project site, grading, road construction, and initiation of construction of a WECS Facility.
- 9) "Commercial WECS Facility" means a WECS Facility that produces more than 7.5 kilowatts.
- 10) "County" means Sweetwater County.

- 11) “dBA” means the A-Weighted measurement of sound pressure level which has been filtered or weighted to progressively de-emphasize the importance of frequency components below 1000 Hz and above 5000 Hz.
- 12) “dBC” means the measurement of sound pressure level which is designed to be more responsive to low-frequency noise. C-weighting is intended to represent the low-frequency emissions and immissions of wind turbine noise.
- 13) “Decommissioning” means the removal from service, disassembly, and proper off-site disposal of the WECS Facility.
- 14) “Department” means the Sweetwater County Land Use Department
- 15) “Developer” means a land owner, person, contractor, subcontractor or their successors and assigns that have obtained permission from the owner by way of a lease, a contract or otherwise, to construct a WECS Facility on owner’s land. The developer may be the applicant for a WECS Facility Permit.
- 16) “Emission” means the sound energy that is emitted by a source (Wind Generation Device). It is transmitted to a receiver (dwelling or property line) where it is immitted (see Immission).
- 17) “Endangered Species” means the classification provided by the U.S. Endangered Species Act to an animal or plant in danger of extinction within the foreseeable future throughout all or a significant portion of its range.
- 18) "Financial Assurance" means a security serving as collateral in the form of a surety bond, certificate of deposit, corporate guarantee, letter of credit, deposit account, insurance policy or other form acceptable to Sweetwater County to insure proper decommissioning, reclamation activities, and compliance with the Road Use and Maintenance Agreement.
- 19) “Foundation” means support for buildings or structures. A part of a building or structure, usually below the ground, that transfers and distributes the weight of the building or structure onto the ground.
- 20) “Greater Sage Grouse Core Area” means that sage grouse management and protection area as defined by the 2011-5 Executive Order issued by the Wyoming Governor’s Office *as amended*.
- 21) “Growth Management Area” means the total area covered by Exhibit A of the Growth Management Plan and Agreement as amended.
- 22) “Immission” means the sound energy received at a receiver (dwelling or property line) transmitted from the source (Wind Generation Device) that emitted sound energy (see Emission).
- 23) “Industrial Siting Council” means the council created by W.S. 35-12-104, This definition is enabled by W.S. 18-5-501(a)(i).

- 24) "MET Tower" means a tower that measures wind speed for the purposes of gathering data for a Commercial WECS Facility.
- 25) "MET Tower - Permanent" means a monopole, non-lattice and non-guyed MET Tower.
- 26) "MET Tower - Temporary" means a tubular, non-lattice, lattice, guyed or non-guyed MET Tower erected for a specific term as may be extended pursuant to Section E.3.c.3 of these regulations.
- 27) "Nacelle" means the part of the wind turbine which houses a drive train and all other related components that support the electrical generation system.
- 28) "Net Metering" means a facility for the production of electrical energy that:
  - a) Uses wind as its prime mover;
  - b) Has a generating capacity of not more than 7.5 kilowatts;
  - c) Is located on the applicant(s)/owner(s) premises;
  - d) Operates in parallel with the electric utility's transmission and distribution facilities; and
  - e) Is intended primarily to offset part or all of the customer-generator's requirements for electricity.
- 29) "Non-Commercial WECS Facility" means a WECS Facility with a single Wind Generation Device and with a generating capacity of 7.5 kilowatts or less located on property owned solely by the Applicant(s) to generate electricity for the Applicant's primary use, and is operated solely by the Applicant(s).
- 30) "Operator" means the primary person responsible for managing and maintaining the WECS Facility once the WECS Facility becomes functional by producing electricity.
- 31) "Original Grade" means pre-development grade of the surface
- 32) "Owner" means the surface owner of land. This definition is enabled by W.S. 187-5-501(a)(iv)
- 33) "Person" means and includes an individual, group, firm, partnership, corporation, cooperative, association, or other legally established entity excluding the state, federal government and local government. "Person" also includes the parent company, partnership or holding entity for a person.
- 34) "Pre-Application Meeting" means a meeting with the Department at the request of the applicant for the purpose of providing an overview of Sweetwater County's regulations and review of the proposed project.
- 35) "Primary Structures" means residences and occupied commercial or industrial buildings. Primary structure excludes structures such as storage sheds and other non-occupied structures.

- 36) "Qualified Professional" means a Person with professional training, certification, experience and expertise in an area of concern such as environmental, engineering, surveying, economics and architecture, who is retained by the Applicant for the purposes of completing work required by these regulations. The Board reserves the right to review the credentials of each person hired by the applicant to perform work as a Qualified Professional.
- 37) "Shadow Flicker" means the visible flicker effect when rotating blades of the WECS cast shadows on adjacent property causing a repeating pattern of light and shadow.
- 38) "Significant Shadow Flicker" means more than 30 hours per year of shadow flicker on adjacent property.
- 39) "Special Status Species" means a plant or animal species that requires administrative protection or special management as required by state or federal law. Examples of Special Status Species include: Threatened, Endangered, or a Proposed Species under the Endangered Species Act, BLM Sensitive Species; or Wyoming's Species of Greatest Conservation Need.
- 40) "Substation" means the apparatus that connects the collector system of the WECS and increases the voltage for connection to the off-site transmission lines.
- 41) "Threatened Species", under the Endangered Species Act, means an animal or plant species, as determined by the U.S. Fish and Wildlife Service that is likely to become endangered within the foreseeable future throughout all or a significant portion of its range.
- 42) "Transmission Lines" means non-utility owned electrical transmission lines.
- 43) "Wilderness Characteristics" means lands that have been inventoried and determined by the BLM to contain wilderness characteristics as defined in Section 2.c. of the Wilderness Act.
- 44) "Wind Energy Conversion System" (WECS) is interchangeable with WECS Facility.
- 45) "WECS Facility" means anything that is a necessity or a component that exists for the project and is a part of the WECS Project. The WECS Facility includes, but is not limited to, the following systems and components: WECS and associated support facilities including, roads, substations, collection systems, gathering systems, transmission lines, operation and maintenance buildings, primary structures, ancillary facilities, components and equipment, and Wind Generation Devices as specified in the application. The WECS Facility includes all WECS Facility Phases planned by the Developer.
- 46) "WECS Facility Area" means that region of land whose boundary is legally defined and established by the developer and encompasses the boundaries of all planned WECS Facility Phases and contains all elements for all WECS Facility

Phases provided; however, that the boundary may not extend beyond property owned or controlled by the developer.

- 47) "WECS Facility Boundary" means the legally described limits of the WECS Facility Area that contains all the elements of a WECS Facility and the area encompassed by all planned WECS Facility Phases.
- 48) "WECS Facility Phase" means a portion of the WECS Facility and WECS Facility Area that the Developer chooses to develop at a future time, leaving the remainder of the WECS Facility to be developed as one or several additional construction units or projects.
- 49) "WECS Tower" means the support structure to which the nacelle and rotor is attached.
- 50) "Wind Generation Device" means all components associated with a single device that uses wind as a prime mover for the production of an electrical resource.
- 51) "Wind Generation Device Height" means the distance from the highest point of the device to the original surface grade.

**D. Commercial WECS Facility Application Requirements**

No person shall commence or construct a Commercial WECS Facility without obtaining the required permit from the Board.

Non-Commercial WECS Facilities and MET towers will be administered in accordance with the Non-Commercial WECS Facilities requirements of these regulations.

Commercial WECS Facilities shall be administered as provided below:

- 1) WECS Facility Permit Application for a Commercial WECS Facility including all WECS Project Phases shall be accompanied with the following information:
  - a) **Fee:** The Applicant shall submit fees as required in Section N. in this Regulation and Section 25 of the Sweetwater County Zoning Resolution.
  - b) **Copies:** The Application submittal to the Department shall be accompanied by twenty hard copies and two memory sticks with digital copies on of a complete WECS Facility Permit Application.
  - c) **Certifications:** All certifications, affidavits, consents and acknowledgements required of the Applicant by these Regulations must meet the approval of the Sweetwater County Attorney's Office.
  - d) **Owner consent:** Letters from all surface property owners upon which the WECS Facility will be located or other legal documentation (memorandum of lease, etc.) which demonstrates consent of owners for the WECS Facility.

- e) **Contact information:** The names, addresses, telephone numbers and email addresses of the applicants, developers, operators and owners of land within the WECS Facility.
- f) **Public Utility Information:** Documentation that the proposed WECS Facility is owned or operated by a Public Utility and subject to the requirements of the Public Service Commission, if applicable.
- g) **Adjacent Land Owners' Contact Information:** The names, addresses, telephone numbers and email addresses of all adjacent surface property owners within 2,640 feet of the WECS Facility Boundary.
- h) **General Scope of WECS Facility:** Relevant information on the project including general location of the project, timeframe for construction including the schedule for phasing, project life, markets for the electricity produced and status of power purchase agreement.
- i) **Summary of the WECS Facility:** Provide a description of the WECS Facility including its total nameplate generating capacity and a nameplate capacity of each turbine, the equipment manufacturers, types of wind generation devices, complete component list of WECS, number of Wind Turbines, the maximum wind turbine height, maximum blade tip speed, the maximum diameter of the rotor, and the minimum distance between the ground and the rotor.
- j) **WECS Facility Site Plan:** WECS Facility site plan shall include the following:
  - (1) Drawings, prepared by a Professional Engineer and Surveyor Licensed in the State of Wyoming, prepared to a suitable scale on 24" X 36" sheets and two memory sticks with digital copies, depicting the layout of the following:
    - (a) All existing structures, right of ways, and above and below ground facilities and utilities within the WECS Facility Area and within 2,640 feet of the proposed WECS Facility Boundary. If access is not attainable outside the WECS Facility Boundary, the applicant shall propose to the Board of an alternative plan that addresses any impact the project causes to any existing structures above and below ground and R.O.W.'s outside of the WECS Facility Boundary.
    - (b) All proposed WECS Facility components and structures, right-of-ways, and above and below ground facilities within the WECS Facility Area and within 2,640 feet of the WECS Facility Boundary including, but not limited to, the following:
      - a. WECS Facility boundary lines and property lines prepared by a Wyoming Licensed Surveyor.

- b. Topographic lines showing the existing topography of the project and the surrounding area (USGS or other topographic maps may be utilized).
  - c. All existing and proposed public and private access roads and turnout locations including dimensions.
  - d. Utilities, pipelines and similar facilities.
  - e. Proposed location of each WECS Tower.
  - f. Project reference number for each WECS Tower.
  - g. Anchor bases and all supports.
  - h. Layout, use and dimension of all structures and ancillary equipment within the WECS Facility Area, within 2,640 feet of the WECS Facility Boundary and within the geographical boundaries of any applicable setback. Identify all setback distances for all structures and ancillary equipment.
  - i. Fencing detail.
  - j. A Complete electrical layout of the entire WECS facility project including substation locations, transmission, collector and gathering lines and other ancillary facility components.
  - k. Map of Dominant Wind Characteristics: A non-proprietary map showing wind characteristics and dominant wind direction, which is the direction from which fifty (50) percent or more of the energy contained in the wind flows.
- k) **Property Description and Vicinity Map:** Property description which includes a general vicinity map of the WECS Facility and a legal description of the WECS Facility Boundary (i.e. NW1/4, SE1/4, Sec 2, T42N, R6W), and acreage within this Boundary.
- l) **Construction Site Plan:** A construction site plan and narrative showing and explaining all components necessary during the project construction phase including, but not limited to, batch plants, stock piles, office trailers, lay down yards, water storage, health and sanitation facilities. This site plan shall be drawn to a suitable scale on 24" X 36" sheets and submitted in digital format.
- m) **Environmental Report and NEPA Compliance:** All applicants are required to prepare and submit to the County an Environmental Report. Said Environmental Report must satisfy all the requirements of this section. For those applicants who have complied with the requirements

of a published Draft Environmental Impact Statement (Draft EIS) pursuant to the National Environmental Policy Act (NEPA), those applicants may request a waiver, from the Board, of some or all of the requirements of the Environmental Report. If no Draft EIS has been prepared pursuant to NEPA, the Board may grant a waiver or partial waiver if the applicant submits an Industrial Siting Application pursuant to the requirements of the Industrial Siting Council. No waiver shall be provided unless the applicant can demonstrate that the contents of the Draft EIS or the Industrial Siting Application, if applicable, substantially match, in whole or in part, the requirements of the Environmental Report herein. These Reports must be prepared by Qualified Professionals and submitted with the WECS Facility Permit Application, and include the following:

All applicants shall present an Environmental Report which contains the following specific report requirements; however, certain requirements and standards will be required of all applicants as specifically designated in Section 18.E.

1. Wildlife and Habitat: A report that includes a survey of all of the wildlife and habitat within the WECS Facility Area and in any Biologically Significant area surrounding the WECS Facility Area where legal access is available and as determined by the Wyoming Game and Fish Department or governing federal agency. Where legal access is not obtainable, the applicant shall advise the Land Use Department or the Board of County Commissioners. Wildlife mitigation and monitoring plan shall be prepared if recommended by the Wyoming Game and Fish and/or governing federal agency.

Said report shall address:

- a. All Special Status Species
- b. The presence of elk, mule deer, antelope and other mammal populations.
- c. All avian species present, including raptors and other migratory birds. Said report shall include the important habitat for those avian species, such as nesting, stop-over sites, roost sites, and hunting perches.
- d. All bats, both resident and migratory. Said report shall include surveys for hibernacula, maternity roosts and colonial roost sites.
- e. All wildlife crucial ranges including winter ranges, parturition areas, nesting areas, fish spawning areas, migration corridors and similar areas that are critical to wildlife.
- f. All Greater Sage Grouse Core Areas, leks and winter concentration areas.

- g. Wildlife Studies and Surveys shall be performed in conformance with the protocols and recommendations of the Wyoming Game and Fish Department and governing federal agencies.
  - h. A Wildlife Impact Mitigation Plan, if recommended or required by Wyoming Game and Fish Department and governing federal agencies, prepared in conformance with the protocols and recommendations of the Wyoming Game and Fish Department and governing federal agencies.
  - i. A Wildlife Monitoring Plan, if recommended or required by Wyoming Game and Fish Department and governing federal agencies to monitor the effects of the developed WECS Facility on wildlife, prepared in conformance with the protocols and recommendations of the Wyoming Game and Fish Department and governing federal agencies.
  - j. An inventory of all flora and the anticipated impacts to the flora within the WECS Facility Area and a flora mitigation plan prepared by a Qualified Professional, if determined necessary by the appropriate agency.
  - k. A report, prepared by a Wyoming Licensed Professional Engineer, detailing produced water quality, supply, demand, disposal of water during the construction and maintenance of the WECS Facility, and the Project's effect on water quality and supply within 2,640 feet of the WECS Facility. This report shall include a water impact mitigation plan, if the report identifies significant adverse impacts.
  - l. An inventory of wetlands and riparian areas and any anticipated impacts to these areas within the WECS Facility Area, and an appropriate mitigation plan prepared by a Qualified Professional, if determined necessary by the appropriate agency.
2. Historical, Cultural and Archaeological Resources: The applicant shall coordinate with appropriate agencies for matters concerning cultural resources studies (archaeological and historic sites) and any other relevant federal, state and local issues. This information shall be provided with the application.
3. WECS Facility: The WECS Facility requirements shall include a report on the following including any necessary mitigation measures:
- a. The applicant shall provide a report describing the impact of the proposed WECS with the application on the adjacent community and residents. It shall describe in detail all

noise studies/models and must demonstrate compliance with all ANSI/ISO standards for outdoor measurements and model predictions. Where such standards/protocols include confidence limits or limitations of use the report shall present them and provide an explanation of how they were addressed. Applicable ANSI Standards include: S12.9 "Quantities and Procedures for Description and Measurement of Environmental Sound" Part 4 "Noise Assessment and Prediction of Long-term Community Response" and ISO 9613-2 "Acoustics-Attenuation of sound during propagation outdoors, Part 2, "General Method of Calculation."

The computer model developed to estimate sound propagation from the WECS into the community shall be constructed to represent the sound immissions at the receiving properties for the predictable worst case conditions for sound emissions and propagation including that of a stable nighttime atmosphere with high levels of wind shear and turbulence above the temperature inversion boundary.

Models shall be constructed using octave band sound power levels covering the range of 31.5 to 4,000 Hz minimum. Predictions shall address all parts of the community where sound immission levels may exceed 30 dBA and 40 dBC.

All measurements, models, and reports shall be produced and certified by a qualified acoustical consultant with Full Member status with the Institute of Noise Control Engineering (INCE) and include:

- i. A description and map of the project's sound producing features, modeled in dB(A) and dB(C), and the basis for the expectation.
- ii. A description and map of the existing land uses and structures including any residences, hospitals, libraries, schools, places of worship, and parks within one and one-quarter (1.25) miles of the exterior boundary of the proposed WECS. Said description shall include the location of the structure/land use, distances from the source of the sound or WECS and background (as defined in S12.9, Part 1 for "residual" noise) decibel readings (including appropriate documentation per ANSI standards for reporting, keyed to the date and time when measurements are taken) for each identified land use and structure described and mapped.

- iii. A description of the project's proposed sound control features shall be described in detail, including specific measures to minimize noise impacts to structures and land uses identified in the preceding item. Information about potential post construction mitigation options, such as operation in Noise Reduction Operating (NRO) modes shall be described. If there are no post construction mitigation methods available a statement to that effect shall be included along with reasons supporting that statement.
  - iv. The report shall address the potential for any and all adverse impacts from wind turbine sound emissions on the community and its residents located within 1.25 miles from the boundary of the WECS.
  - v. The report shall provide sufficient detail to permit complete peer review and include the information required in ANSI S12.18 "Procedures for Outdoor Measurement of Sound Pressure Levels" Section 9, Reporting.
- b. The effect on Areas of Critical Environmental Concern, County and State Parks, Wilderness Study Areas, lands with wilderness characteristics, Historical Areas and Trails, and other similar areas.
  - c. The Applicant(s) shall provide certification and evidence that there will be no electromagnetic interference, caused by the WECS Facility, on any emergency and non-emergency telecommunication providers within Sweetwater County.
  - d. All reasonable public safety concerns as to the potential hazards to properties, public roadways, communities and subdivisions that may be adjacent to, or within five miles of, the WECS Facility Boundary.
  - e. Public and private aviation and airports/airstrips.
  - f. Potential hazards from ice throw.
  - g. Impact of Shadow Flicker on residences and occupied structures from any WECS Facility and estimated duration of the Shadow Flicker in hours per year.
  - h. Light impact on neighboring properties and communities
  - i. Potential hazards of Blade Glint.

- j. Identify fire hazards and mitigation measures.
  - k. Potential hazards from collapse of damaged turbines or other system components caused by severe storms or other circumstances.
4. Social and Economic: The Social and Economic reporting requirements shall include the following and any mitigation measures to address adverse social and economic impacts :
- a. The estimated amount of property, sales, and other taxes to be generated by the project in Sweetwater County and outside of Sweetwater County.
  - b. Estimated local expenditures of construction materials in Sweetwater County.
  - c. The estimated number of construction jobs and estimated construction payroll. Estimated number of local construction job opportunities.
  - d. Estimate the construction workforce spending in Sweetwater County.
  - e. The estimated number of federal, state and local government jobs effected and added as a result of the WECS project.
  - f. The estimated number of permanent jobs and estimated continuing payroll.
  - g. The estimated demographic characteristics of the construction and permanent work force including workers, family members and any adverse impacts on local infrastructure i.e., schools, housing, EMS, Local and State Government, law enforcement, health, etc.
  - h. The estimated costs of the WECS Facility's impacts on roads or other public infrastructure.
  - i. A mitigation plan to address identified significant adverse socio-economic impacts.
- n. **Drainage, Erosion, Dust Control, Grading and Vegetation Removal Plan:** A Drainage, Erosion, Dust Control, Grading and Vegetation Removal Plan for each phase of the project shall be prepared by a Wyoming Licensed Professional Engineer, drawn to scale and include, but not be limited to, the following:

- (1) Drainage calculations based on a 25 year storm event unless the location, terrain and topography dictate a higher amount.
  - (2) Existing and proposed contours
  - (3) Historic and produced flows
  - (4) Existing wetlands
  - (5) Established floodways
  - (6) Existing and proposed roadways
  - (7) Water management structures
  - (8) Drainage through the WECS Facility area
  - (9) Effects on downstream and upstream properties
  - (10) Erosion mitigation and runoff control
  - (11) Dust Control
  - (12) A mitigation plan that addresses the risks of erosion and flooding, including flooding on all adjacent, upstream and downstream properties.
- o. **Waste Management Plan:** A waste management plan that includes an inventory of estimated solid wastes to be generated and a proposed disposal program for the construction, operation and eventual decommissioning of the proposed WECS Facility.
- p. **Transportation Plan:** A transportation plan prepared in accordance with Section 18.F.
- q. **Emergency Management Plan:** Applicant(s) shall submit a written Emergency Management Plan for review and comment to the appropriate fire department or district, County Emergency Management Coordinator and the County Sheriff. If the WECS Facility extends into another county, the Emergency Management Plan shall address multi-county coordination of emergency notices and use of emergency services and the plan shall be commented upon by officials of the other county. If the WECS Facility permit is granted, the plan shall be supplemented and revised following construction of the WECS Facility and prior to its operation, if there are any variations in the project construction which would materially impact the original emergency management plan.
- r. **Reclamation and Decommissioning Plan:** Provide a site and facility reclamation and decommissioning plan in accordance with Section H & I of these regulations and Wyoming Statute 18-5-503(a)(x). In addition, the

applicant shall certify that any owner who is not the applicant has been notified of the requirements of the reclamation and decommissioning plan.

- s. **Certification to Provide As-Built Drawings** A certification that as-built drawings will be provided in compliance with Wyoming Statute 18-5-503(a)(viii).
- t. **Certification of Compliance with Zoning and Land Use Regulations:** Certify that the proposed WECS Facility will comply with the Sweetwater County Zoning Resolution and all other applicable Sweetwater County Development Codes and Land Use Regulations. Additionally, if explosives are to be stored on site, a Conditional Use Permit is required.
- u. **Certification of Compliance with Wyoming Statutes:** Certify that the proposed WECS Facility will comply with all the standards required by Wyoming Statute 18-5-504 if Sweetwater County has not adopted more stringent standards. If Sweetwater County has adopted more stringent standards, the certification requirement shall apply to the more stringent standards.
- v. **Certification of Compliance with Noise Standards:** Certification that the WECS project facility will not exceed any of the criteria herein at the project boundary line and at the nearest property line of land not owned by or leased to the WECS owner/operator.
- w. **Coordination with Local, State and Federal Agencies:** A list of all local, state and federal agencies requiring approval and the projected timeline for obtaining approval from these agencies. If approved, provide a copy of such approval, including all required studies, reports and certifications. When a WECS Facility requires a Federal National Environmental Policy Act (NEPA) document and approval, the applicant shall submit with its application for a WECS Facility Permit a completed, published electronic Draft NEPA document required by the governing federal agency for the proposed WECS Facility.
- x. **Viewshed Impact Analysis and Proposed Mitigation Measures Report:** Provide an accurate visual simulation of the WECS Facility structures and components by showing a minimum of 25 key vantage points providing the worst case scenario, in coordination with the Department, that are representative of the diverse public usage of the land including recreational, residential, and business. These vantage points shall consider a 360 degree view of the project site. The applicant shall provide a report including the following:
  - (1) Analysis of the viewshed impacts and mitigation program for all key vantage points; and,
  - (2) Visual rendering of the proposed WECS Towers, blades and other WECS Facility structures and facilities with color scheme represented on a relatively clear day.

- y. **Certification of Advertising and Promotional Lettering:** Certify that there shall be no advertising or promotional lettering on any WECS Facility structure, WECS Tower, turbine, nacelle or blade beyond the manufacturer's or applicant's logo on the nacelle of the turbine as approved by Sweetwater County.
- z. **Publication of Notice in Newspaper:** Certify that notice of the WECS Facility application will be published in the official newspaper of Sweetwater County and the official newspapers of all counties in which the proposed WECS Facility is located. This notice shall be published in all official newspapers at least twice in two (2) different weeks, at least twenty (20) days prior to the Board of County Commissioners public hearing on the application. The notice shall include a brief summary of the WECS Facility, invite the public to submit comments and identify the time and date of said hearing.
- aa. **Required Letters and/or Reports:** Provide letters and/or reports addressing issues or concerns from the following agencies related to the WECS Facility Area and surrounding region as determined by the Wyoming Game and Fish, Wyoming State Historic Preservation Office, Sweetwater County Conservation District, Wyoming Department of Environmental Quality and Federal Aviation Administration:
  - i. Wyoming Game and Fish: A letter or report from the Wyoming Game and Fish addressing any environmental issues concerning endangered or threatened species, wildlife migrations or protected populations.
  - ii. Wyoming State Historic Preservation Office: A letter or report from the Wyoming State Historic Preservation Office addressing any historic, cultural or archaeological resources.
  - iii. Sweetwater County Conservation District: A letter or report from the Sweetwater County Conservation District addressing soil conditions and erosion within the WECS Facility Area.
  - iv. Wyoming Department of Environmental Quality: A letter or report from the Wyoming Department of Environmental Quality addressing any land and water quality issues.
  - v. FAA and Airport Notification and Letters of Approval: Provide letters from the FAA and the owners of the potentially affected public and/or private airports or airstrips demonstrating that the affected entities have been notified of the pending WECS Facility.
- bb. **Notice of Mineral Rights:** Applicant(s) shall certify that notice has been provided to the record owners and claimants of mineral rights located on

or under the lands where the proposed facility will be constructed. Such notice shall contain the location of proposed WECS towers and underground wiring and may include notice by publication. The certification of notice shall be provided with the application. The notice shall comply with all standards and requirements adopted by the Industrial Siting Council as provided below:

- (1) Notice to record owners of mineral rights. Before submitting the application, the applicant shall provide notice to record owners of mineral rights located on or under the land where the proposed facility will be constructed.
- (2) The notice shall consist of a statement of the applicant's intention to construct the project, features of the project, a legal description of the boundaries of the project, locations where the application may be examined and persons to contact for additional information.
- (3) The notice shall be mailed by first class mail to all record owners of mineral rights whose identity and current addresses are readily obtainable from publicly available documents.
- (4) The notice shall be published twice in a newspaper of general circulation in the county or counties where the project is to be located at least 20 days prior to the public hearing.
- (5) The notice and details of steps taken to notify the record owners of mineral rights shall be submitted with the application.

cc. **Notice Requirements.** An affidavit by the Applicant(s) shall be submitted which certifies that the Applicant has undertaken reasonable efforts to provide written notice to all owners of land within one (1) mile of the property line of the proposed WECS Facility and to all cities and towns located within twenty (20) miles of the WECS Facility. Notice shall include a general description of the project including its location, projected number of turbines and the likely routes of ingress and egress. The affidavit shall attest that notice was mailed to those owners of record on file at the Sweetwater County Clerk's Office.

**E. WECS Facility Compliance Standards:** The following standards are to be achieved by each Commercial WECS Facility whether it has been analyzed by NEPA or not. The final decision on whether or not a particular standard is achieved by a Commercial WECS Facility shall be made by the Board. The project shall also be installed as approved by the Board.

1. **WECS Facility Safety:** WECS Facilities shall be developed in a manner that utilizes sound engineering practices and considers public safety in regard to the potential hazards that may be created to adjacent properties, public infrastructure, communities, aviation, etc. The following lists public safety

matters that shall be addressed and implemented in the development of the WECS Facility.

- a) **Design Safety Certification:** WECS Facilities shall conform to applicable industry standards, including those of the American National Standards Institute ("ANSI") and the Institute of Electrical and Electronics Engineers ("IEEE") and the National Electrical Code (NEC). Concurrently with permits for construction, the Applicant(s) shall submit certificates of design compliance that equipment manufacturers have obtained from Underwriters Laboratories ("UL"), Det Norske Veritas ("DNV"), Germanischer Lloyd Wind Energie ("GL"), or an equivalent third party.
- b) **Construction Standards:** All WECS Facility structures and components shall conform to the most recent edition of the International Building, Plumbing, Fire, Mechanical and Fuel Code, and the National Electrical Code. Before the construction permit is issued, the Applicant shall provide drawings stamped by a Wyoming Licensed Professional Engineer certifying that all structures comply with the applicable code standard.
- c) **Airport and Aircraft Safety:** WECS Facilities shall comply with applicable FAA regulations and comply with conditions regarding WECS Facility installation established by affected airports. If approved by the FAA, all WECS Facilities shall implement a FAA approved Aircraft Visual Warning System (AVWS) that allows for the use of aircraft warning lights to be minimized.
- d) **Retro-fitting AVWS Systems:** If a WECS Facility is approved without having an AVWS system installed, the Project Owner or Operator shall install an AVWS system within one year of when AVWS systems are approved by the FAA and made available.
- e) **Marking Guy Wires and Anchor Points:** For projects that are placed on land with public access, visible, reflective, colored objects, such as flags, reflectors, or tape shall be placed on the anchor points of guy wires and along the guy wires up to a height of fifteen feet (15') from the ground. All guy wires must comply with the Bird Diverter Standards stated in Section 18.E.3.c.2.c.
- f) **Exterior Climb Prevention:** All Wind Generation Devices and other similar WECS Facility structures must be un-climbable by design or protected by anti-climbing devices.
- g) **Potable Water and Sanitary Sewer:** All permanent and occupied WECS Facility management and office buildings must have approved centralized potable water and sanitary sewer systems. This approval shall be obtained from the Sweetwater County Health Department or the Wyoming Department of Environmental Quality.
- h) **Impact on regional water supplies:** The WECS Facility shall not adversely affect ground water resources, in particular the ground water supplies of nearby subdivisions or other developments.

- i) Fire Prevention Measures:
    - (1) All structures shall comply with the most recently adopted edition of the International Fire Code adopted by Sweetwater County.
    - (2) Appropriate fire protection measures as required by the Sweetwater County Code Enforcement Specialist shall be implemented.
    - (3) All roads servicing primary structures or occupied accessory buildings shall be constructed to the standards of the most recently adopted edition of the International Fire Code.
  - j) As-Built Drawings: The Developer shall provide as-built drawings showing the location of all structures. All structures shall be constructed no greater than 50 feet from the locations identified with the permit application and must meet all setback requirements.
- 2) **Visual Impacts:** WECS Facilities shall not adversely impact scenic areas that are considered important by federal, state and local governments. Important scenic areas include visual corridors, viewsheds, historic landscapes, scenic byways and scenic overlays. In determining the important scenic areas for Sweetwater County, and any adverse visual impacts caused by the proposed WECS Facility, the Board shall take into account the federal, state and local important scenic areas, the WECS visual simulations and public comment. The Board may require specific design standards or restrictions that may mitigate or prohibit the degree to which the WECS Facility may impact those important scenic areas such as structure color, building height, greater setback distances and lighting.
- a) Visual Simulation Standards: The Applicant shall employ representative sampling to achieve a fair and accurate result regarding the visual impacts of the proposed WECS Facility to residents of Sweetwater County. A minimum of 25 key vantage points providing the worst case scenario, in coordination with the Department, that are representative of the diverse public usage of the land including recreational, residential, and business.
  - b) Growth Management Area: Commercial WECS Facilities shall not be located within the identified Growth Management Area.
  - c) WECS Facility Color: When not conflicting with colors required by the Federal Aviation Administration or other federal agencies, Wind Generation Devices or WECS and other WECS Facility structures shall be painted a non-reflective and unobtrusive color that blends with the landscape and is accepted by the Board. The color selected shall be compatible with the natural visual character of the area.
  - d) Significant Shadow Flicker: WECS Facilities shall be designed so that there is no Significant Shadow Flicker at an adjacent property unless

waived in writing and recorded against the property by the landowner in the Sweetwater County Clerk's office.

- e) Visibility, Screening and Buffering: WECS Facility structures shall be located to make maximum use of existing terrain, vegetation and structures for the purposes of maintaining the viewshed.
- f) Light Pollution: WECS Facilities, including buildings and structures, shall utilize International Dark-Sky Association compliant fixtures or an approved equal unless subject to FAA regulations.
- g) Screening of Outdoor Storage: Except during construction, re-construction or decommissioning, outdoor storage is not permitted within the project boundary except at locations that are screened in accordance with the regulations of the Sweetwater County Zoning Resolution.
- h) Buried Collector and Gathering Lines: Intra-project power lines having a voltage of 34,500 volts or less shall be buried unless the applicant can sufficiently demonstrate that burying the lines will violate other guidelines, standards or applicable law.
- i) Signage: There shall be no advertising or promotional lettering of any type allowed on any WECS Facility structures or Wind Generation Devices beyond the manufacturer's or the applicants' logo on the nacelle of the turbine.

**3) Natural and Biological Resources.**

- a) Wildlife Critical Areas: WECS Facilities shall not be located in areas that would result in significant impact to wildlife, wildlife habitat, or crucial wildlife ranges as determined by the Wyoming Game and Fish and/or the governing federal agency. Wildlife critical areas include, but are not limited to, crucial winter ranges, parturition areas, nesting areas, spawning areas, riparian areas and migration corridors.
- b) Lands with Special Characteristics: WECS Facilities shall not be located in Wilderness Study Areas, Lands with Wilderness Characteristics, Areas of Environmental Concern, federal, state or county parks, National Recreation Areas, historic trails or special management areas and the Sweetwater County Growth Management Area.
- c) MET Towers, WECS Facility Components and Avian Protection: Developers shall use MET Towers and WECS Facility components with designs that provide for the best prevention of injuries to avian predators and other avian species. For the purposes of avoiding bird collisions and to eliminate the need for MET Tower conversion during the WECS Facility construction phase, MET Towers shall comply with the following standards:
  - (1) Permanent MET Towers: Monopole, non-lattice, non-guyed towers are required on Permanent MET Towers. The State of

Wyoming requires that the owner or leasee of a MET Tower meeting established criteria must enter data into the Wyoming Department of Transportation MET Tower Database for the MET Tower. For MET Towers meeting the established criteria, the State of Wyoming also requires that a MET Tower structure be made visible so that it is recognizable in clear air during daylight hours from a distance of at least 2,000 feet. Structures can be made visible by lighting, marking, painting, flagging, or otherwise constructing the tower in a manner that makes the tower visible from at least 2,000 feet.

- (2) Temporary MET Towers: Where guyed Temporary MET Towers are installed, the following stipulations apply:
- (a) The State of Wyoming requires that the owner or leasee of a MET Tower meeting established criteria must enter data into the Wyoming Department of Transportation MET Tower Database for the MET Tower. For MET Towers meeting the established criteria, the State of Wyoming also requires that a MET Tower structure be made visible so that it is recognizable in clear air during daylight hours from a distance of at least 2,000 feet. Structures can be made visible by lighting, marking, painting, flagging, or otherwise constructing the tower in a manner that makes the tower visible from at least 2,000 feet.
  - (b) Bird diverters are required to be installed on guy wires.
  - (c) Bird diverters shall display the following characteristics:
    - i. Movement in at least a 5 mph wind and able to withstand winds above 20 miles per hour.
    - ii. Reflective in sunlight.
    - iii. 10 hours of luminescence at night.
    - iv. Incorporate UV reflection for lowlight conditions.
    - v. At least 18–square inches per single diverter design.
  - (d) Term of Temporary MET Towers: Not to exceed three years with an option of 1 renewal not to exceed three years. If an applicant has an obligation from a state or federal agency to report bird fatalities caused by MET Towers, the applicant shall provide a copy of said report to the Board of County Commissioners for each period in which the report is prepared. The Board may use this information in reviewing any application for renewal.

- d) Greater Sage Grouse Core Areas: No WECS Facility shall be located within Greater Sage Grouse Core Areas as defined by Governor Order 2011-5 or as amended.
- e) Avian Protection: Whether or not the proposed WECS Facility is on public or private lands, Developers, Operators and Project Owners of WECS Facilities shall comply with all governing federal or state regulations regarding protection of avian species
- f) Construction and Access during Wildlife Use: The Developer shall only perform WECS Facility construction activities within wildlife crucial ranges or migration corridors as recommended by the Wyoming Game and Fish or authorized by the applicable governing agency. Portions of the WECS Facility inside crucial winter ranges or migration corridors shall be closed to vehicle use during their period of use by wildlife as determined by the applicable governing agency. Vehicles for emergency and routine maintenance will be allowed as approved by the applicable governing agency.
- g) Protection of Bats: WECS Facilities shall be designed to avoid identified areas of concentrated bat use as recommended by the Wyoming Game and Fish or authorized by the governing federal agency. If WECS Facilities are sited across known migration routes or between roosting and feeding areas, then these Projects may be subject to mitigation measures by the Wyoming Game and Fish or the governing federal agency. For WECS Facility applications that involve 30 or fewer turbines and are not otherwise reviewed by the Industrial Siting Council and where surveys have determined the WECS Facility will increase bat mortality, the turbine blade minimum “cut in” speed shall be set to wind velocities greater than 6 meters per second or as otherwise recommended by the Wyoming Game and Fish or other governing federal authority.
- h) Protection of Raptors:
  1. WECS Facilities shall not be permitted within or adjacent to areas of elevated raptor concentration that are recognized by the Wyoming Game and Fish Department or a governing federal agency.
  2. WECS Facilities shall be designed to avoid frequently used flight paths to and from nesting and/or roosting sites as determined by Wyoming Game and Fish or a governing federal agency.
  3. WECS Facilities shall be set back at a distance of at least 328 feet (100 meters) from rims to reduce mortality of soaring raptors, or as recommended by the Wyoming Game and Fish or a governing federal agency.
  4. WECS Facilities shall not be located within canyons or passes to avoid conflicts with raptors, unless otherwise approved by the

Wyoming Game and Fish Department or the governing federal agency.

- i) Historical, Cultural and Archeological Resources: On public lands or where otherwise required by law, WECS Facilities shall avoid sites with known sensitive historical, cultural, archaeological as determined by Wyoming State Historical Preservation Office and the governing federal agency. If mitigation is available, the selected site may be approved subject to the acceptance of the mitigation plan by the Wyoming State Historical Preservation Office and the governing federal agency. On private lands, the Board strongly encourages mitigation and preservation of these important historical, cultural and archaeological resources.
- j) Site Management of Air, Water, Soil and Vegetation:
  - 1. Drainage from the WECS Facility shall not adversely affect upstream and downstream properties.
  - 2. Soil Erosion and Run-off: WECS Facilities shall avoid soil erosion and controlled runoff. Disturbance and construction on erodible soils and slopes shall be avoided.
  - 3. Dust Control: Dust Control within all phases of the WECS Facility is mandatory, and shall be accomplished with Magnesium Chloride by means acceptable to Sweetwater County and WDEQ.
  - 4. Noxious Weed and Invasive Species Control: Noxious weed control, as defined by Wyoming Statutes, shall be required in all phases of the WECS Facility. Invasive species, as defined by Sweetwater County Weed and Pest, shall be controlled in all phases of the WECS Facility.
  - 5. Vegetation: Damage to existing vegetation shall be minimized. Disturbed areas shall be reseeded in accordance to WDEQ and the reclamation plan approved by the Board.
  - 6. WECS Facility Area Ground Disturbance: Minimize site disturbance by limiting the number and widths of roads, construction staging areas, crane pad sites, etc.
  - 7. Topsoil Storage: Topsoil removed by grading shall be stored in accordance with the reclamation plan approved by the Board.
- k) Noise Management: Noise Immissions from the operation of a WECS shall not exceed:
  - 1. forty-five (45) decibels on the dB(A) scale during the hours between 7 am and 7 pm MDT, and
  - 2. forty (40) decibels on the dB(A) scale during the hours between 7 pm and 7 am MDT. In addition, noise immissions shall not exceed

fifty (50) decibels on the dB(C) scale during the hours between 7 pm and 7 am. Such noise immissions shall be measured at the nearest receiving property or lot line not owned or leased to the WECS owner/operator.

\* Property owners located within 1.25 miles of the proposed WECS project boundary, where noise immissions may exceed 50 decibels on the dBC scale or 45 decibels on the dB(A) scale day or 40 decibels on the dBA scale (night), may waive the noise management requirements by a written noise easement that meets the following requirements:

- a. The non-participating landowner is made aware of all risks in writing associated with granting the easement such as risks of potential adverse health effects from the sound levels on people and animals or property value issues including how such a lease could affect financing and future sales of the property.
- b. The noise easement will allow the WECS project to exceed the 50 dBC or 45/40 db(A) on the landowners' property.
- c. The term of the noise easement shall remain in effect for the duration of the WECS project until reclamation is complete.
- d. The noise easement shall be a non-exclusive easement.
- e. The easement shall be recorded in the Sweetwater County's Clerks Office as part of the chain of title for the subject property.
- f. Easement documentation shall be approved by the Sweetwater County's Attorney's Office and Board of County Commissioners.

Noise emissions shall be free of audible and inaudible tones that exceed a Tone to Noise Ratio greater than 10 for frequencies below 1000Hz or greater than 8 for frequencies of 1000 Hz and above. Procedures of ANSI S1.13 2005 (2010 or most recent) Measurement of Sound Pressure Levels in Air, Annex A Identification and evaluation of prominent discrete tones, Section A.7 Tone-to-noise ratio method.

All measurements shall be conducted using properly calibrated Type 1 sound testing instruments meeting ANSI S1.43 1997 (R2007 or most recent) Specification for Integrating-Averaging Sound Level Meters (or IEC 61672-1).

In addition, all test protocols must be in compliance with ANSI Standards for outdoor sound measurements and be under the supervision of a Full Member of the Institute of Noise Control Engineers (INCE). Applicable ANSI Standards include: S12.9,

"Quantities and Procedures for Description and Measurement of Environmental Sound" Parts 1, 2, and 3; and S12.18 "Procedures for Outdoor Measurement of Sound Pressure Levels."

An anemometer accurate to  $\pm 10\%$  at 2m/s to full-scale accuracy. The anemometer shall be located 1.5 to 2 meters above the ground and orientated to record maximum wind velocity. The maximum wind velocity, wind direction, temperature and humidity shall be recorded in one (1) minute increments at a site within 5 m. of the measuring microphone.

Sound tests shall meet all requirements in ANSI S12.18 Method #2, Precision, to the extent possible, while still permitting testing of the conditions that lead to complaints. The meteorological requirements in ANSI S12.18 may not be applicable for some complaint tests. For sound measurements in response to a complaint, the compliance sound measurements should be made under conditions that replicate the conditions that caused the complaint without exceeding instrument and windscreen limits and tolerances.

The report shall provide sufficient detail to permit complete peer review and include the information required in ANSI S12.18 "Procedures for Outdoor Measurement of Sound Pressure Levels" Section 9 Reporting. The report shall identify any deviations from the requirements of this regulation, explain the basis for those deviations, and explain how those deviations impact the results of the tests.

4) **Commercial WECS Setbacks and Standards**

<b>Commercial Wind Generation Device</b>	<b>Minimum Setbacks</b>	<b>Additional, Waivers &amp; Similar</b>
Primary Structure	5.5 times the Wind Generation Device Height or 1/2 mile, whichever distance is greater.	If the person owning the primary structure waives, in writing, the setback requirement of 5.5 times the height of the Wind Generation Device, the minimum setback shall be 1.5 times the Wind Generation Device Height.
Third Party Transmission and Distribution Lines	1.5 times the Wind Generation Device Height.	
Communication Towers	1.5 times the Wind Generation Device Height.	
WECS Facility Boundary Line	1.5 times the Wind Generation Device Height or a minimum distance of 1,600 feet, whichever distance is greater.	

County Residential Zone District and any City and Town	1.25 Miles	
Any Platted Subdivision	1.25 Miles	
Right-of-Way of all Federal, State, County and Municipal Roads	5.5 times the Wind Generation Device Height or 1/2 mile from the Right-of-Way (ROW), whichever distance is greater.	Unless waived by the Board. Measured from the edge of the Right-of-Way (ROW).
Railroads	5.5 times the Wind Generation Device Height or 1/2 mile from the Right-of-Way (ROW), whichever distance is greater.	Unless waived by the Board. Measured from the edge of the Right-of-Way (ROW).
Federal, State and County Parks, National Recreation Areas and Wildlife Refuges	A minimum distance of one (1) mile.	Unless waived by the Board upon recommendation from the applicable agency

A waiver from the setback requirements shall run with the land and shall be recorded as part of the chain of title for the subject property. Copies of the recorded waivers shall be furnished to the County and included in the application file.

Setbacks shall be measured from the center of the Wind Generation Device foundation.

**F. Transportation and Other Public Infrastructure**

- 1) **Transportation Plan:** Any Applicants proposing to use any public or private roads for the purpose of transporting WECS Facility components or equipment for construction, operation, maintenance and decommissioning shall submit a Transportation Plan, prepared by a Wyoming Licensed Professional Engineer, that addresses and includes the following:
  - a) **Legal Access and Public Roadways:** A report demonstrating how legal access will be provided to the WECS Facility. The report shall describe how private roadways within the project will be marked as private roadways and shall acknowledge that the County is not required to repair, maintain or accept any dedication of the private roadways to the public use.
  - b) **WECS Facility Roadways and Haul Routes:** A report, with plans and maps, prepared by a Wyoming Licensed Professional Engineer, that:

1. Explains and identifies all existing and proposed county, public, federal resource roads and private roads expected to be used in the construction, operation and decommissioning of the WECS Facility, including all roads that will be used as WECS Facility haul and transportation routes for all equipment and materials necessary for the WECS Facility.
  2. Includes the anticipated height, width, length, and weight data for all WECS Facility loads to be transported and the plan for upgrading, maintaining and reclaiming.
  3. Provides plans demonstrating compliance with the application site plan requirements.
- c) **Traffic Study:** A traffic study, prepared by a Wyoming Licensed Professional Engineer, of any public roadways leading to and away from the proposed project during construction, operation and decommissioning. This traffic study must assess the existing roadway conditions, evaluate the ability of the existing roadways and proposed roadway to accommodate WECS Facility traffic loads, identify proposed mitigation measures to address roadway impacts and propose a plan to implement identified mitigation measures. This traffic plan must address costs of mitigation. These costs are the responsibility of the Developer and must be addressed to the satisfaction of Sweetwater County in the Road Use and Maintenance Agreement.
- 2) **Road Use and Maintenance Agreement:** The Board of County Commissioners shall require the Applicants to enter into a Road Use and Maintenance Agreement for the use of County roads prior to construction of the project. The Road Use and Maintenance Agreement shall be developed by the Applicants for review by the Sweetwater County Engineering Department, Land Use Department, and the County Attorney's Office. In the Road Use and Maintenance Agreement, the Applicant shall certify and acknowledge that:
- a) Prior to preconstruction, site occupancy, over lot grading or construction of any component of the WECS Facility, the Applicant shall obtain and submit to Sweetwater County copies of all approved Federal, State and local government or agency required permits related to access, access modification, change of use of access permits; utility crossing permits or approved plans required by applicable governments and agencies necessary to address and mitigate impacts to any Federal, State or County Highway/Road facilities.
  - b) The Applicant(s) shall conduct a pre-construction baseline survey to determine existing road conditions for assessing potential damage to roadways due to the WECS Facility.
  - c) The use of public roads and other public infrastructure shall be in accordance and compliance with existing regulations governing such activities. Any degradation to or damage of public roads or other infrastructure by parties affiliated with the installation, operation or

maintenance of the WECS Facility shall bear all costs required to return the public roads or other infrastructure to their original or better condition.

- d) Financial Assurance. The Applicant shall submit Financial Assurance in a sufficient amount to repair damage to all public roadways attributed to the construction, operation and maintenance of the WECS Facility. Said Financial Assurance shall be signed and sealed by the Applicant's engineer and approved by the Sweetwater County Public Works Director for final approval by the Board.

**G. Operations and Maintenance:**

- 1) The Developer or Operator shall perform routine and scheduled maintenance including the repainting of equipment and structures and servicing of the grounds and landscape. If the WECS Facilities are under the jurisdiction of the Wyoming Public Service Commission, the requirements of this subparagraph may not apply.
- 2) All solid wastes and hazardous materials related to the construction, operation and maintenance of a WECS Facility shall be handled, stored or disposed of in accordance with the approved waste management plan and in accordance with all applicable Federal, State and County laws and regulations.
- 3) On April 1st of every even numbered year after the third anniversary of the permit, the Developer or Operator of the WECS Facility shall submit to the Department a statement that lists all WECS Towers currently inoperative for longer than six (6) continuous months. All WECS Towers that remain inoperative for eighteen (18) continuous months or longer must be removed unless the Developer or Operator provides a written plan and schedule acceptable to the Board for refurbishing and/or reactivating the inoperative WECS. If the Developer or Operator of the WECS Facility is a person regulated by the Wyoming Public Service Commission, the requirements of the second sentence of this subparagraph may not apply.
- 4) The Developer or Operator of the WECS within the WECS Facility shall control and eradicate noxious and invasive weed species within the disturbed areas of the project. Weed control shall be maintained as directed by the Sweetwater County Weed and Pest District or the appropriate public entity having jurisdiction.
- 5) To the extent not inconsistent with confidentiality and security obligations under State and/or Federal law; the Developer or Operator shall provide the Department with a detailed map of the site within ninety (90) days of when operation begins. This map will include the geographic coordinates of each WECS structure, all roads within the WECS Facility area, and public roads and turnouts connecting to roads of the WECS Facility. This Map shall be updated by the Developer or Operator every five (5) years or after the completion of any significant additional construction, whichever occurs first, and approved by the Department.

**H. General WECS Facility Decommissioning, Reclamation, and Financial Assurance:**

- 1) WECS Facilities owned or operated by a Public Utility subject to requirements of the Public Service Commission are exempt from Sweetwater County's and Wyoming Industrial Siting Council's decommissioning, reclamation and financial assurance requirement in accordance with W.S. 35-12-105(d) and (e). Documentation that the proposed WECS Facility is owned or operated by a Public Utility and subject to the requirements of the Public Service Commission shall be provided with the application.
- 2) Commercial WECS Facilities under the jurisdiction of the Industrial Siting Council as provided under Wyoming Statute 35-12-102(a)(vii)(E) and (F) shall submit a WECS Facility decommissioning and reclamation plan and financial assurance that complies with the criteria of W.S. 35-12-105(d) and (e) and the Rules and Regulations of the Industrial Siting Council.
- 3) For all other Commercial WECS Facilities, pursuant to W.S. 35-12-102(a)(vii)(E) and (F), which are not subject to the Wyoming Industrial Siting Council, the applicant or developer shall meet the Sweetwater County WECS Facility Decommissioning, Reclamation and Financial Assurance Regulations as stated in these Regulations.
- 4) The chart below provides regulatory requirements for reclamation and decommissioning.

<b>Categories of Commercial Wind Energy Facilities</b>	<b>Regulatory Jurisdiction Regarding Decommissioning, Reclamation, Financial Assurance.</b>
WECS Facility development cost estimates meet or exceed the qualifying amount for an Industrial Siting Council Project.	Wyoming Statute 35-12-102(a)(vii)(E) and (F) and 35-12-105(d) and (e); Industrial Siting Council Rules and Regulations.
WECS Facilities that contain 30 or more WECS Towers.	Wyoming Statute 35-12-102(a)(vii)(E) and (F) and 35-12-105(d) and (e); Industrial Siting Council Rules and Regulations
WECS Facilities that contain less than 30 WECS Towers, accepted by the Industrial Siting Council after referral by the County Commissioners on the basis of environmental, social or economic factors.	Wyoming Statute 35-12-102(a)(vii)(E) and (F) and 35-12-105(d) and (e); Industrial Siting Council Rules and Regulations
WECS Facilities that contain less than 30 WECS Towers not referred by the County Commissioners nor accepted by the Industrial Siting Council.	Sweetwater County Decommissioning, Reclamation and Financial Assurance Regulations (See Section 18.I of these Regulations)

**I. WECS Facility Decommissioning, Reclamation, and Financial Assurance:**

- 1) WECS Facility Decommissioning. The applicant shall provide a WECS Facility Decommissioning Plan which includes the following:
  - a) Provisions regarding the removal and proper disposal of all wind turbines, towers, substations, buildings, structures, cabling, electrical components, foundations to a depth of forty-eight (48) inches from original grade, and any other associated or ancillary equipment or structures within the facility boundary above and below ground.
  - b) The Developer may request that buildings be left on site if approval is obtained from the owner and upon written notification to the Board.
  - c) WECS Facility or individual Wind Generation Device decommissioning shall begin:
    1. Within twelve (12) months after the end of the useful life of the facility or individual Wind Generation Device, or
    2. When no electrical energy is generated for a continuous period of twelve (12) months by the facility or individual Wind Generation Device.
    3. If the WECS Facility provides good cause prior to the end of the continuous period stated herein, the Board may extend the time for decommissioning once the generation of electricity has ceased for the facility or individual Wind Generation Device.
  - d) The facility decommissioning plan shall be updated and submitted to Sweetwater County every five years.
- 2) Interim Reclamation shall comply with the applicable permitting requirements of the Department of Environmental Quality Water Quality Division Storm Water Program.
- 3) Final Reclamation. The applicant shall provide a final reclamation plan which shall include:
  - a) A detailed description of site conditions prior to construction, including topography, vegetative cover (including plant species and plant community structure), climate and land uses.
  - b) Regrading. Provisions regarding the regrading of all WECS Facility component and structure foundations, roads, and all other surface disturbances within the facility boundary to the natural contours of the area. Backfilling, grading and contouring of affected land shall be accomplished by one or more of the following as detailed in the approved reclamation plan:
    1. Re-establishment of the contour of the land in a manner consistent with the proposed future use of the land.

2. Contouring affected land to blend in with the topography of the surrounding terrain unless doing so would create an erosion problem or hazard.
  3. The WECS facility may leave a road un-reclaimed if approval is obtained from both the surface landowner and the Board.
- c) Re-vegetation.
1. After backfilling, grading and contouring, and the replacement of topsoil, re-vegetation shall be commenced in such a manner so as to most efficiently accommodate the retention of moisture and control erosion on all affected lands to be re-vegetated.
  2. Re-vegetation requirements shall include seedbed preparation, seed mixture, and post seeding maintenance of all disturbed areas.
  3. If applicable, documentation of any mulching and/or use of fertilizers.
  4. Reclamation shall consist of restoring the land using native or adaptive perennial vegetative cover to a condition equal to, or better than, the original condition.
  5. Re-vegetation of all affected lands shall be accomplished in a manner consistent with the approved reclamation plan and the proposed future use of the land.
  6. Seeding of affected land shall be conducted during the first normal period for favorable planting conditions after final preparation, unless an alternative plan is approved by the Board. The species of vegetation to be used in re-vegetation efforts shall be described in the reclamation plan indicating the composition of seed mixtures and the amount of seed to be distributed on the areas on a per acre basis.
  7. The developer must control and minimize the introduction of noxious weeds into the re-vegetated areas until final reclamation is achieved.
- d) The final reclamation plan shall be updated and submitted to the Board every five years.
- 4) Financial Assurance: The applicant shall provide Financial Assurances sufficient to assure complete decommissioning and site reclamation of the WECS Facility in accordance with the provisions of these rules. WECS Facilities subject to regulation by the Public Service Commission shall be exempt from these Financial Assurance provisions and from the Cost Estimation of Decommissioning and Site Reclamation provisions of Section 18.1.5 of these regulations.

- a) All Financial Assurances shall be in place prior to commencement of construction of any WECS Facility.
  - b) The amount of the Financial Assurance shall be adjusted up or down every five years from the date of permit issuance by the Board based on the results of Section 18.I.3 - Final Reclamation.
  - c) Additional Financial Assurances to cover risks not anticipated at the time of the permit may be required at any time by the Board, as reasonable and necessary, provided that the Board first gives thirty (30) days written notice stating the reason for and the amount of the additional Financial Assurance.
  - d) Financial Assurance in the form of domestic securities may be accepted in any of the following forms at the discretion of the Board with consideration of credit worthiness, financial strength, credit history, credit rating and debt.
    - 1. Surety bond with a corporate surety registered in Wyoming.
    - 2. Certificate of deposit in the name of "Sweetwater County" with a state or federally insured financial institution in Wyoming. The permittee shall be entitled to all interest payments.
    - 3. Other forms of assurance such as corporate guarantee, letter of credit, insurance policy, or other forms of assurance as may be acceptable to the Board.
- 5) Cost Estimation for Decommissioning and Site Reclamation of the WECS Facility
- a) Estimates of cost for decommissioning and site reclamation shall be made by a Wyoming Licensed Professional Engineer and subject to review and approval by the Board.
  - b) Total decommissioning costs shall be estimated without regard to the salvage value of the equipment.
  - c) Decommissioning and site reclamation estimates shall be submitted to the Board in the application and every five years after the date of permit issuance until the completion of final reclamation.
  - d) The Wyoming Licensed Professional Engineer estimate of decommissioning and reclamation costs shall include the following:
    - 1. A general discussion of assumptions, including equipment, timeframes, backup calculations, procedures, methods and any other considerations used in developing the cost estimate.
    - 2. A detailed description of the decommissioning activities to be performed.

3. A detailed description of the reclamation activities to be performed.
- e) The Developer may request release of the Financial Assurance mechanism when the facility has achieved final reclamation. Final reclamation means that all surface disturbances have been re-graded and re-vegetated with a uniform perennial vegetative cover with a density of 90% of the native or adaptive background vegetative cover. Noxious weeds shall not be included in the density requirement in determining reclamation success.
- 6) The Board may grant a case by case variance to requirements of Section 18.I (Sweetwater County WECS Facility Decommissioning, Reclamation and Financial Assurance Regulations) after considering whether good cause is shown by the applicant or landowner.

**J. Approval Process for WECS Facility Permit:**

- 1) Pre-Application Submittal Meeting: Prior to submitting an application for a WECS Facility, the applicant shall arrange and attend a Pre-Application Meeting with the Land Use Department.
- 2) Application Submittal Meeting: After preparing an application for the WECS Facility, the applicant shall arrange for and attend an Application Submittal Meeting. The purpose of this Meeting is for the Department to provide a summary review of the Application. This review determines whether the application is generally complete and Application is not missing major application components, such as the Transportation Plan or the Social and Economic Study. If, during this meeting, application components are found missing, the applicant has the following options:
  - a) The applicant may file the application as a final application to begin the review period by the County Commissioners as required by Wyoming Statute 18-5-505, or
  - b) The applicant may correct the identified application deficiencies and formally resubmit the corrected application at a later date.

It is important to note that the Application Submittal Meeting review by Staff is intended to be a summary review that assists the applicant to determine if the application contains the required components. This review is not a substitute for the statutory completeness review conducted by the Board, nor does this summary review commit the County to a finding that any of the required application components are complete.

- 3) Upon receipt of an application, the Board shall review the application to determine if it contains all the information required by W.S. 18-5-503 and Section 18 of the Sweetwater County Zoning Resolution and any other applicable rules and regulations. If the Board determines that the application is incomplete, it shall, within thirty (30) days of receipt of the application, notify the Applicant(s) of the specific deficiencies in the application. The Applicant(s) shall provide the

additional information necessary within thirty (30) days of receipt of a request for additional information. When the Board determines that the application is complete it shall notify the Applicant(s) that the application is complete and shall provide notice of the date and time at which the hearing required by W.S. 18-5-506 and J.4 of these regulations shall be conducted. The determination by the Board that an application is complete is no assurance that a particular outcome will be achieved at the public hearing.

- 4) The Board shall hold a public hearing to consider public comment on the application no less than forty-five (45) days and not more than sixty (60) days after determining that the application is complete. Written comments on the application shall be accepted by the Board for not less than forty-five (45) days after determining that the application is complete.
- 5) Decision of the board; findings necessary
  - a) Within forty-five (45) days from the date of completion of the hearing required by W.S. 18-5-506, the Board shall make complete findings, issue an opinion, render a decision on the record either granting or denying the application and state whether or not the Applicant(s) has met the applicable standards. The decision shall be subject to the remedies provided in W.S. 18-5-508. The Board shall grant a permit if it determines that the proposed WECS Facility complies with all standards properly adopted and the standards required by this regulation.
  - b) No permit shall be granted if the application is incomplete or if all notices required by this regulation and W.S. 18-5-503(a)(i) & (ii), and 18-5-504(c) have not been met.
  - c) A copy of the decision shall be provided to the Applicant(s).

**K. Administration & Enforcement of Commercial WECS**

- 1) Liability Insurance
  - a) Liability insurance. The applicant and or operator(s) of the WECS Facility shall maintain a current general liability policy covering bodily injury and property damage with limits of at least \$5 million per occurrence and \$10 million in the aggregate. The applicant(s) shall provide proof of insurance to the Board prior to the approval of the submitted application. If the application is approved, the owner(s) or operator(s) of the WECS shall provide proof of insurance annually.
- 2) Transfer of WECS Facility Permits
  - a) Notification of a proposed change of owner of the WECS Facility shall be provided to the Board forty-five (45) calendar days prior to any such change taking place. Documentation evidencing any such transfer shall be submitted to the Board within twenty (20) days after such transfer is complete. The transferee upon transfer of ownership shall be responsible for assuming all obligations under the approved WECS Facility Permit.

3) Revocation or Suspension of WECS Facility Permit

- a) A WECS Facility Permit may be revoked or suspended by the Board for:
1. Any materially false statement in the application or in accompanying statements or studies required of the Applicant(s).
  2. Failure to comply with the terms or conditions of the permit after notice of the failure and reasonable opportunity to correct the failure.
  3. Failure to comply with the requirements in W.S. 18-5-501 through 18-5-513, or failure to comply with any order, rule or regulation which has been adopted under the authority of these statutes by the Board, or any rule or regulation of the Industrial Siting Council.
  4. Failure of the proposed WECS Facility to receive a required permit from the Industrial Siting Council pursuant to the Industrial Development Information and Siting Act, W.S. §35-12-101 through §35-12-119; or
  5. Failure of the permitted WECS Facility to:
    - i. Transmit electricity created by wind energy for a period of two (2) consecutive years or more;
    - ii. Maintain land rights necessary to operate the WECS Facility.

4) Expiration of WECS Facility Permits

- a) Any WECS Facility for which a WECS Facility Permit is granted under this section must be commenced within three (3) years from the date of approval by the Board. If the WECS Facility is not commenced within three (3) years from said date of approval, then the WECS Facility Permit shall expire and become null and void and be of no further effect. If the WECS Facility is not operational within two (2) years from the date of project or phase commencement, then the WECS Facility Permit shall expire and become null and void and be of no further effect. If the WECS Facility is to be constructed in phases, the applicant shall submit the schedule for completion of each phase for Board approval with his application, subject to a time limit of seven (7) years for phased development, which means all phased projects must be completely operational within seven (7) years of the date that the WECS permit was approved.
- b) For the purpose of this section, “commencement of construction” means storage of construction equipment and vehicles on the project site, grading, road construction, and initiation of construction of a WECS

Facility. For the purpose of this section, the WECS Facility shall be considered to be “operational” if the project is transmitting electricity.

- c) If the WECS Facility has not been commenced or has not become operational as required, the Applicant(s) may request an extension of the permit. The Applicant(s) shall apply to the County in writing for the extension no later than ninety (90) days prior to the expiration of the permit. At the time of the application for the extension, the Applicant(s) shall provide such information as is necessary for the County to determine whether good cause exists for the extension. Such information may include, but is not limited to, good faith efforts to obtain required authorization for the WECS Facility from other agencies having jurisdiction, such as the Wyoming Industrial Siting Council, delay in construction due to weather conditions, or other causes which have delayed the project and which are beyond the reasonable control of the Applicant(s). The Board shall promptly consider the application for the extension and either allow it or deny it. No permit shall expire during the time the decision on the extension is being considered.

5) Penalties for Violations of Commercial WECS’s

- a) No person shall:
  - 1. Commence to construct a WECS Facility on or after July 1, 2010 without first obtaining a permit required by W.S.18-5-501-513 and this section;
  - 2. Construct, reconstruct, operate, locate, erect, maintain, enlarge, change or use a WECS Facility after having first obtained a WECS Facility permit, other than in specific compliance with the permit; or
  - 3. Cause any of the acts specified in this subsection to occur.
- b) Any person violating subsection (a) of this section is liable for a civil or criminal penalty as provided for in Wyoming Statute 18-5-512 or as amended.

6) Industrial Siting Council Referral. The Board may refer any application to the Industrial Siting Council to permit a WECS Facility which does not meet the definition of a facility as defined by W.S. 35-12-102(a)(vii) subject to the provisions found under W.S. 18-5-509 and W.S. 18-5-510.

7) Periodic Inspections.

- a) Staff may perform periodic inspections of the WECS Project to verify WECS Facility Permit requirements.
- b) The Project Owner or Operator shall provide an affidavit to the Land Use Department every five years certifying that the WECS project is in compliance with their WECS Facility permit.

**L. Construction Permit for Commercial WECS Facility Permit.**

Upon approval of the WECS Facility permit, the applicant shall submit to the Department a complete Sweetwater County WECS Commercial Construction Use Permit application that includes all of the following:

- 1) Evidence that all applicable conditions and terms of the approved WECS Facility Permit have been satisfied.
- 2) Construction Drawings. Building and foundation plans stamped by a Wyoming Licensed Professional Engineer as required by Section 18.E.1.
- 3) Floor plans of all buildings.
- 4) A final plan for site security.
- 5) Final documentation that the project is in compliance with all of the requirements of all applicable state and federal agencies.
- 6) After the Department receives a complete Construction Use Permit application, the Department will review it for compliance, and, if approved, the Department will issue a Construction Use Permit.
- 7) The Construction Use Permit shall be enforced pursuant to Section 18.K of these regulations.

**M. Non-Commercial WECS Facility Permit and MET Towers**

Non-Commercial WECS Facilities and MET Towers will be administered in accordance with these requirements and Section 18.E.3.c:

- 1) Non-Commercial WECS Facility Permit Standards and Application Requirements:
  - a) Maximum Wind Generation Device Height: Parcels less than five (5) acres in size shall have a maximum tower height of sixty feet (60'). Parcels five acres in size and larger shall have a maximum Wind Generation Device height of one hundred feet (100').
  - b) Maximum Wind Generation Device Limit: Parcels 5 acres in size and less shall be limited to one Wind Generation Device. Parcels 5 acres and more shall be limited to two Wind Generation Devices unless approved by the Board.
  - c) Noise: Sound emitted by a Wind Generation Device shall not exceed:
    1. forty (40) decibels on the dB(A) scale during the hours between 7 am and 7 pm MDT, and
    2. thirty five (35) decibels on the dB(A) scale during the hours between 7 pm and 7 am MDT. In addition, noise immissions shall

not exceed fifty (50 ~~45~~) decibels on the dB(C) scale during the hours between 7 pm and 7 am. Such noise immissions shall be measured at the nearest receiving property or lot line. All other requirements of E.3) k. Noise Management shall be followed.

- d) Setbacks: No Wind Generation Device shall be constructed on any property a distance of less than one hundred and fifty percent (150%) of the Wind Generation Device Height from all adjacent property lines.
  - e) Clear Zone: The Wind Generation Device shall be maintained in a circular clear zone that has a radius which is equivalent to one hundred and ten percent (110%) of the wind generation device. The clear zone shall be maintained free of any occupied structure, tanks containing combustible/flammable liquids and above ground utility/electrical lines.
  - f) Tower Security: All WECS's or Wind Generation Devices shall be unclimbable.
  - g) Lighting: All WECS structures shall have International Dark-Sky Association compliant fixtures or an approved equal in accordance with FAA regulations.
  - h) Advertising: No WECS or Wind Generation Device shall have any writing or picture that may be construed as advertising.
  - i) Colors: All towers shall be standard colors as provided by the manufacturer.
  - j) Approved Non-Commercial WECS or Wind Generation Device: At the time of application, the Applicant must present a certification from the manufacturer that the all of the system's turbines and other components are equal or exceed the standards of one of the following national certification programs such as the Institute of Electrical and Electronics Engineers ("IEEE"), National Electric Code (NEC), National Electric Safety Code, (NESC), American National Standards Institute (ANSI) or any other appropriate recognized standard and in no case shall the standards be less stringent than the requirements of the most recent edition adopted by the State of Wyoming.
  - k) Utility Notification: If applicable, permit applications for Non-Commercial WECS shall be accompanied by evidence that the utility company serving the property of the Applicant has been informed of the customer's intent to install an interconnected customer owned generator.
- 2) Administration and Enforcement of Non-Commercial WECS Facility Permit
- a) Removal of Defective or Abandoned WECS's or Wind Generation Devices.

1. Any Wind Generation Device found to be unsafe by an authorized County official, or designated authority, shall be repaired or removed with all due urgency within 14 days by the Owner(s) to meet federal, state and local safety standards. If any WECS Tower is not operational for a continuous period of twelve (12) months, the County will notify the landowner by registered mail and provide thirty (30) days for a response. In such a response, the landowner shall set forth reasons for operational difficulty and provide a reasonable timetable for corrective action. If the County deems the timetable for corrective action as unreasonable, they must notify the landowner and such landowner shall remove the turbine within one hundred twenty (120) days of receipt of notice.
- b) Construction Permit. No person shall construct a Non-Commercial WECS Facility without first obtaining a Construction permit for a Non-Commercial WECS Facility.
  - c) Maintaining compliance. All Non-Commercial WECS or Wind Generation Devices shall be maintained as per the manufacturer's specifications.
  - d) Neighborhood Concerns. All reasonable concerns of neighbors must be resolved before a Construction Use Permit for a Non-Commercial WECS Facility will be issued. To help identify and mitigate neighborhood concerns early in the permitting process after receiving a Construction Use Permit application, the Department shall send a request for comment form to all property owners within 200 feet of the applicant's property, and will post the applicant's property with a sign that states the nature of the applicant's proposed Non-Commercial WECS Facility.
1. If the Land Use Department has not received any written objections during the 21 days following the latest date of either the posting or of the mailing of the request for comments, the Department will approve the applicant's request provided all requirements of these rules are met.
  2. If any written objections are received from any adjacent property owners from properties within 200 feet of applicant's property, and the Wind Generation Device is rated to produce between 100 watts and 7.5 kilowatts, the Land Use Department will schedule a public hearing before the next regularly scheduled Planning and Zoning Commission meeting that allows for 30-day advertised notice.
  3. At the public hearing, the Sweetwater County Planning and Zoning Commission will take testimony concerning objections to the proposed Non-Commercial WECS. After hearing and considering all testimony from staff and concerned parties, the Sweetwater County Planning and Zoning Commission will then make a recommendation to the Board to approve, conditionally approve or deny the application.

4. The Board shall conduct a public hearing on the application for a Non-Commercial WECS. The Board may approve, conditionally approve or deny the application at the conclusion of the public hearing based on evidence, comments, and the recommendation from the Planning and Zoning Commission. Notice of the hearing shall be provided in the same manner as for an application for a Zone Map Amendment, as per Section 26 of the Sweetwater County Zoning Resolution.
- e) Penalties and Violation of Non-Commercial WECS Facility Permit
    1. Violations of these regulations for Non-Commercial WECS Facilities shall be enforced in accordance with the Sweetwater County Zoning Resolution and pursuant to Wyoming Statute 18-5-204 through 18-5-206.
  - f) Fees – Non Commercial WECS Facility Permit Fees
    1. The application fee for a WECS Non-Commercial Construction Use Permit as provided for in Section 25 - Application Fees.

**N. FEES – Commercial WECS**

- 1) **WECS Commercial Facility Application:** The application fee for a Wind Energy Facility shall be used to reimburse all staff costs that are incurred to review and process a Wind Energy Facility Application. The Land Use Department shall record all staff time, equipment, and expenses related to persons with the required expertise to review and process a Wind Energy Facility Application. This shall include, but not be limited to, meetings with County staff, meetings with the BLM and public agencies, completeness review required by County staff following the filing of an Application, review and public hearing preparation and processing. A Reimbursement Account shall be established for the Applicant when a Wind Energy Facility is filed. At the time of filing, the Applicant shall fund the Reimbursement Account in the amount of \$50,000. The Applicant shall provide additional funding to the Reimbursement Account at any time the account becomes less than \$20,000. The Land Use Department shall submit periodic invoices to the Reimbursement Account.
- 2) **WECS Construction Use Permit:** The Permit Fee for a WECS Construction Use Permit shall be used to reimburse all staff costs, including vehicle and equipment costs, the value of all staff time allocated to processing the application, and the expenses reported by any person with particular expertise that is hired to assist the County in reviewing the application and in determining compliance with all requirements of the applicant identified herein. The Land Use Department shall record all staff time and equipment required to issue the permit and conduct inspections. This shall include, but not be limited to, meetings with County staff prior to issuing the Construction Permit, meetings with other public agencies prior to issuing the Construction Permit, and site inspections. A Reimbursement Account shall be established for the Applicant when a WECS Construction Use Permit is approved. At the time of permit approval, the Applicant shall fund the Reimbursement Account in the amount of \$50,000. The

Applicant shall provide additional funding to the Reimbursement Account at any time the account becomes less than \$20,000. The Land Use Department shall submit periodic invoices to the Reimbursement Account.

- 3) If the applicant fails to provide the required payments to the Reimbursement Account, all efforts and work on the project shall cease.
- 4) Once all construction has been completed and the project is operational, all fees paid by the applicant remaining in the Reimbursement Account will be returned.

**Now therefore be it resolved** that the Sweetwater County Board of County Commissioners, as authorized by Wyoming Statute, hereby repeals Section 18 of the Sweetwater County Zoning Resolution titled Wind Farm Regulations and replaces it with Section 18 titled Wind Energy Conversion Systems and **APPROVES** the proposed language as presented.

This resolution shall be filed in the Records of the Sweetwater County Clerk.

Dated this 6<sup>th</sup> day of August, 2013.

Sweetwater County  
Board of County Commissioners

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

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

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

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

Attest:

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

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

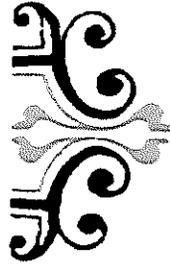


**Clearview Improvement & Service District**  
**Wyoming Public Water System**  
**5600091C**

**2013 Funding Request**

*Formally Submitted: Tuesday, August 6, 2013*

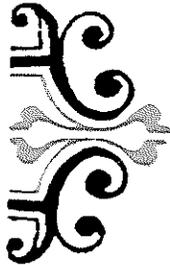
*Clearview Improvement & Service District*



**Margaret R Jones**  
Supervisor, District Operations

PO Box 2634  
117 Mountain View Drive  
Rock Springs, WY 82901  
Cell: 307-703-0146  
Phone: 307-362-1140  
cisid@rocketmail.com

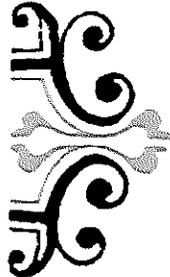
*Clearview Improvement & Service District*



**Lee Splett**  
Water Operator/Engineering Technician

PO Box 2634  
117 Mountain View Drive  
Rock Springs, WY 82901  
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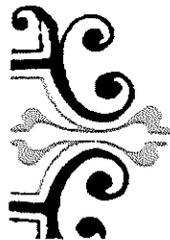
*Clearview Improvement & Service District*



**Carmen Staab**  
District Board Secretary

PO Box 2634  
117 Mountain View Drive  
Rock Springs, WY 82901  
Cell: 307-389-4138  
Phone: 307-382-8828  
cisid@rocketmail.com

*Clearview Improvement & Service District*



**Bruce Thomson**  
District Board Treasurer

PO Box 2634  
117 Mountain View Drive  
Rock Springs, WY 82901  
Cell: 307-362-1404  
Phone: 307-362-1140

# Clearview Improvement & Service District

117 Mountain View Drive  
PO Box 2634  
Rock Springs, WY 82902-02634  
307-362-1140  
[cisd@rocketmail.com](mailto:cisd@rocketmail.com)

## BOARD OF DIRECTORS

Vacant, CISD Board President  
Carmen Staab, CISD Board Secretary  
Bruce Thomson, CISD Board Treasurer

## STAFF

Margaret Jones, Supervisor, District Operations  
Lee Splett, Water Operator/Engineering Technician

July 30, 2013

Sweetwater County Commission  
80 West Flaming Gorge Way  
Green River, Wyoming 82935

Honorable Commissioners of Sweetwater County:

Please find enclosed Clearview Improvement & Service Districts Funding Request to be submitted to the commission publically on Tuesday, August 6, 2013.

As you are well aware, CISD has been working diligently to recover from the theft we suffered and all of the repercussions caused from the incident. I am happy to say the district is now solvent, compliant, and ready to carry out an extensive process of surveys, repair, rehabilitation, and maintenance on the infrastructure and above ground components of our systems.

Within the submission binders, you will be able to review a complete and accurate report regarding the step-by-step process the district has undergone to reach our current status. All of the material presented for your review and consideration is part of a Federal Grant Application I have been preparing since January 2013. If our funding request is granted by the Commission, the allotted funding will classify as Matching Funds within the above mentioned grant application. The following information is for future reference if commission funding is granted:

## TITLE SUBMISSION

CISD Emergency Funding Request

Environmental Grant Identification Number: *WY56-89-2013*  
EPA/DEQ Committee Number: *WY-R-8-FY13*

United States Environmental Protection Agency  
Region 8

In short, the district financial information contained herein basically shows the district as being solvent and current with all our creditors and vendors. We increased the Operating & Maintenance fee and focused on collecting account arrearages once we were certain the Utility Billing amounts were correct to the absolute best of our ability. As you will see, by receipt of the insurance funds in the amount of \$100,000.00 and a gradual collection process of outstanding bills along with the O&M fee increase, we are almost even for the closing of FY 2012/2013 with a very small amount of cash on hand to be carried into the new fiscal year.

The financial status of the district has led us to this funding request and the upcoming grant submission. The district cannot foresee a timely replenishment of our reserve fund needed to in case of a critical repair or replacement within our systems. We are in desperate need of a hydraulic study and water system model. Without this critical study, we will not be able to carry out the desperately needed replacement and repairs the systems require to bring both systems into compliance.

Recent staff and board member changes will allow us to perform a great deal of the study "in house" saving us a great deal of money. We are currently in full compliance with all EPA/DEQ Water Compliance guidelines.

If this funding request is granted by the commission, we intend to use the funds for the hydraulic study and model and to purchase a shed that will be sufficient to carry out the "in house" tasks mentioned.

Please feel free to contact me at any time if you have any questions or concerns regarding the funding request. I will be happy to answer any questions you may have.

Thank you for your time and consideration in this very important matter and I look forward to working with all you to get these plans underway and eventually completed.

Sincerely,



Margaret R. Jones  
CISD Supervisor, District Operations  
117 Mountain View Drive  
PO Box 2634  
Rock Springs, WY 82902-2634  
307-362-1140 (office)  
307-703-0146  
[cisd@rocketmail.com](mailto:cisd@rocketmail.com)

Encl: 2013 Funding Request Clearview Improvement & Service District

# **Formal Funding Request**

## **Sweetwater County Commission**

*Mr. Wally Johnson, Chairman*

*Mr. Gary Bailiff*

*Mr. John Kolb*

*Mr. Reid West*

*Mr. Don Van Matre*

**80 West Flaming Gorge Way  
Green River, Wyoming 82935  
307-872-3732**

## **Submitting Entity**

# **Clearview Improvement & Service District**

**Wyoming Public Water System Identification  
WY5600091C**

### **Board Of Director's**

*Mrs. Carmen Staab, Acting Board President, Board Secretary  
Mr. Bruce Thomson, Board Treasurer*

### **Staff**

*Ms. Margaret R. Jones, Supervisor, District Operations  
Mr. Leon Splett, Water Operator/Engineering Technician*

**PO Box 2634  
117 Mountain View Drive  
Rock Springs, Wyoming 82902-2634  
307-362-1140  
cisd@rocketmail.com**

**STATEMENT OF NEED**  
**Clearview Improvement & Service District**

**ORGANIZATION AND PURPOSE:**

The Clearview Improvement & Service District is a legally formed political subdivision of the State of Wyoming organized in accordance with the Wyoming Improvement and Service District Act, Sections 18-12-101 through 18-12-140, Wyoming Statutes 1977, as amended. The purpose of its existence is to provide certain, legally mandated services and improvements to the residents and property owners within the boundaries defined as below:

*Southeast Quarter (SE1/4) of Section 32, Resurvey Township 19 North,  
Range 105 West of the 6<sup>th</sup> Principal Meridian, Sweetwater County, Wyoming*

The mandated services provided must be at the highest possible quality and at the lowest possible cost. The operations of the District are governed by a Board of Directors consisting of three (3) duly elected and/or appointed owners of the property within the District. The Board of Directors is the legal representatives of the residents and property owners of the District in matters concerning District purposes.

**LEGALLY MANDATED SERVICES PROVIDED:**

Clearview Improvement & Service District currently provides the residents, landowners and businesses within its boundaries a connection to the City of Rock Springs' Waste Water (Sewer) Collection System and also a connection to its Potable (culinary) Water Service (JPWB).

**STATEMENT OF POSITION:**

The Board of Directors and Staff of CISD are the legal representatives of the residents and property owners of the district. Any actions taken by individuals, companies, corporations, or agencies which are not in the best interest of the residents and land owners must be met with action from the governing body. Non-payment of bills, theft of services, willful destruction of District owned property, unauthorized use of District equipment and property, and/or interference with District employees or contractors in the performance of their duties cannot and will not be tolerated. Whenever valid evidence of such detrimental activities exists, the Board of Directors will actively pursue any and all actions allowed by the Laws of the State of Wyoming, the United States of America, and the legally enacted Resolutions governing the District and their associated agencies.

**CURRENT SERVICE RATES:**

Clearview Improvement & Service District currently charges the following rates for the said services listed above:

*Water (culinary) Rate: .01597/cubic foot*  
*Waste Water (sewer) Rate: Calculated based on a three (3) month average of culinary water usage during the lowest usage (non-irrigation) months from the previous year.*  
*Operating and Maintenance Rate: \$46.00/tap/month*  
*Debt Service Fee: \$7.00/tap/month*

**CURRENT BOARD OF DIRECTORS AND STAFF:**

Carmen Staab, CISD Board Secretary/Acting Board President  
Bruce Thomson, CISD Board Treasurer  
Margaret R. Briggs-Jones, Supervisor, District Operations  
Leon Splett, Water Operator/Engineering Technician

**CONTRIBUTING AGENCIES:**

Choice Engineering Services, Inc.  
404 N Street, Suite 201  
Rock Springs, WY 82901  
307-362-6065  
Contact: Gene Legerski, P.E.

Wire Brothers, Inc.  
4016 Springs Drive, PO Box 543  
Rock Springs, WY 82902-0543  
307-362-5460  
Contact: Glenn Godfrey, Field Supervisor

Sanitary Systems, Inc  
300 Lincoln Street, PO Box 103  
Lander, WY 82520-0103  
307-332-3011  
Contact: Corey Seely, Owner

Sweetwater County Joint Powers Water Board  
#3 Telephone Canyon Rd, PO Box 1299  
Green River, WY 82935-1299  
307-875-4317 ext. 224  
Contact: Bryan Seppie, Director

City of Rock Springs Municipal Utility  
212 D Street  
Rock Springs, WY 82901  
307-352-1527  
Contact: Lisa Tarufelli, Administrator

Sweetwater County Commissioners  
80 W. Flaming Gorge Way, Suite 115  
Green River, WY 82935  
307-872-3890  
Contact: Wally Johnson, Chairman

Palmer Law Office  
PO Box 589  
Lander, WY 82520  
307-350-0736  
Contact: Steve Palmer, P.C.

Rocky Mountain Bank  
2515 Foothill Blvd, PO Box 1770  
Rock Springs, WY 82901  
307-362-1234  
Contact: Suzette Williams, Account Manager

**PURPOSE/BACKGROUND LEADING TO FUNDING REQUEST:**

The misappropriations of Clearview Improvement & Service District funds by its former District Clerk have had a devastating effect on the financial affairs of the district. These misappropriations have limited the ability of the District to conduct required maintenance and repair of the district infrastructure. During the time in which these misappropriations occurred, the District incurred thousands of dollars in late fees charged by its service providers and insufficient fund check fees charged by our financial institution. The misappropriations depleted the District's reserve funds and created a very dismal situation for the new Board of Director's and staff when they assumed responsibility of the respective positions. On February 16, 2012, the District held approximately \$2,000.00 in its bank account and was in arrears in the hundreds of thousands of dollars to our creditors and service providers and held a insufficient funds check to the Office of State Lands and Investments in the amount of \$15000.00.

Since February 16, 2012, the progress of the Board of Directors and Staff to correct the situation has been steady and quite measureable. However, we have encountered numerous, unforeseeable problems and obstacles.

**WASTE WATER (SANITARY SEWER) SYSTEM:** ***\$40773.88 Expended***

The District's waste water system has been found to be in a severe state of deterioration. Main lines are broken, sagging, misaligned, blocked by tree roots, and otherwise damaged. The services of Sanitary Systems, Inc. were obtained to jet, clean and video streets within the district and the results are very alarming. The lines have extensive damage from tree roots and improper previous repairs. The tree roots in the main lines could not be jetted but had to be cut from the line. Several laterals have extensive root damage and contributed to the blockages. The video inspection of the system has not reached the lower end of the district due to the problems encountered and the expense involved. The problems found within the lines surveyed by Sanitary Systems, Inc. indicate that the remaining lines within the District will need to be cleaned and inspected. The data obtained will need to be reviewed by a qualified engineer and a structured comprehensive program developed to resolve identified issues and deficiencies. Sanitary Systems, Inc. has estimated an additional \$33,000.00 will be needed to complete the survey of the infrastructure and design a comprehensive plan to correct the deficiencies found in the survey.

**CULINARY (POTABLE) WATER SYSTEM:** ***\$115328.70 Expended***

During the last year, the District experienced a series of water line breaks, service line breaks and malfunctions. Meter and service line damage has been identified due to invasive tree roots as well as corrosion of meter components. The District has found that service lines have been improperly installed, twisted, kinked and otherwise damaged during installation. Furthermore, the corporation saddles on the main lines are corroding away indicating that the corporation saddles may not be satisfactory for direct burial. Therefore the District must evaluate each corporation. The District will need to conduct a study to determine the time frame in which each block was connected and then excavate selected corporations to determine a status of each line segment. Where corroding or otherwise improper saddles or service lines are found the water line in the entire block will need to be uncovered and the deficiencies corrected. These problems indicate that a comprehensive evaluation needs to be done on all service line connections both at the meters and at the main line corporations.

The engineering drawings of the water system indicate that the District does have several dead-end lines. This problem should have been corrected by the developer but apparently was not.

**EMERGENCY WATER SERVICES:** **\$20624.46 Expended**

The District has also encountered problems with fire hydrant failures. We have 34 fire hydrants, two of which were found to be in an inoperable state when inspected. The district made this problem top priority. The hydrant located at Locust & Hillview was complex due to the close proximity of an unmarked gas line. This required the hydrant to be replaced by hydro-vacing. Due to lack of thrust blocks or base support on the old hydrant the line failed during excavation. Also, the as-built piping did not match the prints in our office. Additional time was required to relocate the underground gas line and service from the water main. The hydrant located at Cottonwood & Sweetwater Drive was also replaced by hydro-vacing to limit damage to the sidewalk and pavement. The hydrants have been replaced and are fully functional.

**COMPUTER HARDWARE AND BILLING SYSTEM:** **\$14262.52 Expended**

The District was forced to operate for several months without the billing system available as investigators searched the hardware for evidence of misappropriations and theft. When the hardware was finally returned, the Caselle utility billing software was in an inoperable state plagued with viruses contracted thru the downloading and installation of numerous gaming/entertainment programs. Due to this unforeseen event, the District had to purchase a new computer system.

Upon purchasing the new system, the utility billing software was transferred from the old computer to the new computer. However, numerous changes made to the master program by the former clerk created thousands of errors and mistakes within the utility billing, cash receipting, and general ledger modules. Despite the best combined efforts of the District Clerk and Caselle programmers to correct the data within the system modules and return it back to its original operating condition, the efforts where to of no avail. By somehow obtaining the main system control password, the former clerk was able to commence changes in all areas of the software program including restricted areas that should only be accessed by an experienced programmer. The current District Clerk performed a series of mock billing runs on the data only to find all the changes, mistakes, inconsistencies and errors reappeared on each account within each module of the program. The billing system had not been maintained by installing scheduled updates to the program provided by Caselle. The District was forced to purchase the latest upgraded version of Caselle software, another additional expense that was unforeseeable. In order to comply with GAAP (*generally accepted accounting practices*), the district also purchased the Accounts Payable Module from Caselle. By using this AP software we can keep track of all our finances through (1) one program. In the past, we used (3) three different programs and were forced to do an extensive amount of financial calculations by hand. With the conversion of our Utility Billing, Cash Receipting, Accounts Payable, and General Ledger modules we can rest assured our figures are accurate and staff will spend less valuable time doing calculations by hand.

**CONCLUSION:**

Bringing the infrastructure up to an acceptable operating level is beyond the financial capabilities of the District due to unforeseen costs in excess of \$100,000.00. We closed our Fiscal Year 2012/2013 over our budgeted amounts for the year.

In order for the district to correct the numerous deficiencies within our system, we must first have a hydraulic study of the water system and design a Water System Rehabilitation Plan to correct the deficiencies found. The completion of the hydraulic study will enable the district to seek additional funding through grants and loans and complete the rehabilitation on the system.

The Board of Director's and staff of CISD have recently re-structured and it should be less difficult and less costly to perform some of the work that needs completed. With a certified Water Operator/Engineering Technician employed on an "as needed" basis, a lot of the work can be performed "in house" cutting the costs incurred by thousands.

Therefore, Clearview Improvement & Service District, by and through their Supervisor of District Operations, formally requests emergency funding from the Sweetwater County Commission for an amount to be determined by the Commission upon receipt of the formal request presented at the regular monthly meeting on Tuesday, August, 6, 2013.

Respectfully Submitted,



Margaret R. Jones  
Supervisor, District Operations  
Clearview Improvement & Service District  
117 Mountain View Drive  
PO Box 2634  
Rock Springs, WY 82902-2634  
307-362-1140 (office)  
307-703-0146 (mobile)  
cisd@rocketmail.com

# **Formal Funding Request**

## **Sweetwater County Commission**

*Mr. Wally Johnson, Chairman*

*Mr. Gary Bailiff*

*Mr. John Kolb*

*Mr. Reid West*

*Mr. Don Van Matre*

**80 West Flaming Gorge Way**

**Green River, Wyoming 82935**

**307-872-3732**

## **Submitting Entity**

# **Clearview Improvement & Service District**

**Wyoming Public Water System Identification  
WY5600091C**

### **Board Of Director's**

***Mrs. Carmen Staab, Acting Board President, Board Secretary  
Mr. Bruce Thomson, Board Treasurer***

### **Staff**

***Ms. Margaret R. Jones, Supervisor, District Operations  
Mr. Leon Splett, Water Operator/Engineering Technician***

**PO Box 2634  
117 Mountain View Drive  
Rock Springs, Wyoming 82902-2634  
307-362-1140  
cisd@rocketmail.com**

**STATEMENT OF NEED**  
**Clearview Improvement & Service District**

**ORGANIZATION AND PURPOSE:**

The Clearview Improvement & Service District is a legally formed political subdivision of the State of Wyoming organized in accordance with the Wyoming Improvement and Service District Act, Sections 18-12-101 through 18-12-140, Wyoming Statutes 1977, as amended. The purpose of its existence is to provide certain, legally mandated services and improvements to the residents and property owners within the boundaries defined as below:

*Southeast Quarter (SE1/4) of Section 32, Resurvey Township 19 North,  
Range 105 West of the 6<sup>th</sup> Principal Meridian, Sweetwater County, Wyoming*

The mandated services provided must be at the highest possible quality and at the lowest possible cost. The operations of the District are governed by a Board of Directors consisting of three (3) duly elected and/or appointed owners of the property within the District. The Board of Directors is the legal representatives of the residents and property owners of the District in matters concerning District purposes.

**LEGALLY MANDATED SERVICES PROVIDED:**

Clearview Improvement & Service District currently provides the residents, landowners and businesses within its boundaries a connection to the City of Rock Springs' Waste Water (Sewer) Collection System and also a connection to its Potable (culinary) Water Service (JPWB).

**STATEMENT OF POSITION:**

The Board of Directors and Staff of CISD are the legal representatives of the residents and property owners of the district. Any actions taken by individuals, companies, corporations, or agencies which are not in the best interest of the residents and land owners must be met with action from the governing body. Non-payment of bills, theft of services, willful destruction of District owned property, unauthorized use of District equipment and property, and/or interference with District employees or contractors in the performance of their duties cannot and will not be tolerated. Whenever valid evidence of such detrimental activities exists, the Board of Directors will actively pursue any and all actions allowed by the Laws of the State of Wyoming, the United States of America, and the legally enacted Resolutions governing the District and their associated agencies.

**CURRENT SERVICE RATES:**

Clearview Improvement & Service District currently charges the following rates for the said services listed above:

*Water (culinary) Rate: .01597/cubic foot*  
*Waste Water (sewer) Rate: Calculated based on a three (3) month average of culinary water usage during the lowest usage (non-irrigation) months from the previous year.*  
*Operating and Maintenance Rate: \$46.00/tap/month*  
*Debt Service Fee: \$7.00/tap/month*

**CURRENT BOARD OF DIRECTORS AND STAFF:**

Carmen Staab, CISD Board Secretary/Acting Board President  
Bruce Thomson, CISD Board Treasurer  
Margaret R. Briggs-Jones, Supervisor, District Operations  
Leon Splett, Water Operator/Engineering Technician

**CONTRIBUTING AGENCIES:**

Choice Engineering Services, Inc.  
404 N Street, Suite 201  
Rock Springs, WY 82901  
307-362-6065  
Contact: Gene Legerski, P.E.

Wire Brothers, Inc.  
4016 Springs Drive, PO Box 543  
Rock Springs, WY 82902-0543  
307-362-5460  
Contact: Glenn Godfrey, Field Supervisor

Sanitary Systems, Inc  
300 Lincoln Street, PO Box 103  
Lander, WY 82520-0103  
307-332-3011  
Contact: Corey Seely, Owner

Sweetwater County Joint Powers Water Board  
#3 Telephone Canyon Rd, PO Box 1299  
Green River, WY 82935-1299  
307-875-4317 ext. 224  
Contact: Bryan Seppie, Director

City of Rock Springs Municipal Utility  
212 D Street  
Rock Springs, WY 82901  
307-352-1527  
Contact: Lisa Tarufelli, Administrator

Sweetwater County Commissioners  
80 W. Flaming Gorge Way, Suite 115  
Green River, WY 82935  
307-872-3890  
Contact: Wally Johnson, Chairman

Palmer Law Office  
PO Box 589  
Lander, WY 82520  
307-350-0736  
Contact: Steve Palmer, P.C.

Rocky Mountain Bank  
2515 Foothill Blvd, PO Box 1770  
Rock Springs, WY 82901  
307-362-1234  
Contact: Suzette Williams, Account Manager

**PURPOSE/BACKGROUND LEADING TO FUNDING REQUEST:**

The misappropriations of Clearview Improvement & Service District funds by its former District Clerk have had a devastating effect on the financial affairs of the district. These misappropriations have limited the ability of the District to conduct required maintenance and repair of the district infrastructure. During the time in which these misappropriations occurred, the District incurred thousands of dollars in late fees charged by its service providers and insufficient fund check fees charged by our financial institution. The misappropriations depleted the District's reserve funds and created a very dismal situation for the new Board of Director's and staff when they assumed responsibility of the respective positions. On February 16, 2012, the District held approximately \$2,000.00 in its bank account and was in arrears in the hundreds of thousands of dollars to our creditors and service providers and held a insufficient funds check to the Office of State Lands and Investments in the amount of \$15000.00.

Since February 16, 2012, the progress of the Board of Directors and Staff to correct the situation has been steady and quite measureable. However, we have encountered numerous, unforeseeable problems and obstacles.

**WASTE WATER (SANITARY SEWER) SYSTEM:** ***\$40773.88 Expended***

The District's waste water system has been found to be in a severe state of deterioration. Main lines are broken, sagging, misaligned, blocked by tree roots, and otherwise damaged. The services of Sanitary Systems, Inc. were obtained to jet, clean and video streets within the district and the results are very alarming. The lines have extensive damage from tree roots and improper previous repairs. The tree roots in the main lines could not be jetted but had to be cut from the line. Several laterals have extensive root damage and contributed to the blockages. The video inspection of the system has not reached the lower end of the district due to the problems encountered and the expense involved. The problems found within the lines surveyed by Sanitary Systems, Inc. indicate that the remaining lines within the District will need to be cleaned and inspected. The data obtained will need to be reviewed by a qualified engineer and a structured comprehensive program developed to resolve identified issues and deficiencies. Sanitary Systems, Inc. has estimated an additional \$33,000.00 will be needed to complete the survey of the infrastructure and design a comprehensive plan to correct the deficiencies found in the survey.

**CULINARY (POTABLE) WATER SYSTEM:** ***\$115328.70 Expended***

During the last year, the District experienced a series of water line breaks, service line breaks and malfunctions. Meter and service line damage has been identified due to invasive tree roots as well as corrosion of meter components. The District has found that service lines have been improperly installed, twisted, kinked and otherwise damaged during installation. Furthermore, the corporation saddles on the main lines are corroding away indicating that the corporation saddles may not be satisfactory for direct burial. Therefore the District must evaluate each corporation. The District will need to conduct a study to determine the time frame in which each block was connected and then excavate selected corporations to determine a status of each line segment. Where corroding or otherwise improper saddles or service lines are found the water line in the entire block will need to be uncovered and the deficiencies corrected. These problems indicate that a comprehensive evaluation needs to be done on all service line connections both at the meters and at the main line corporations.

The engineering drawings of the water system indicate that the District does have several dead-end lines. This problem should have been corrected by the developer but apparently was not.

**EMERGENCY WATER SERVICES:** **\$20624.46 Expended**

The District has also encountered problems with fire hydrant failures. We have 34 fire hydrants, two of which were found to be in an inoperable state when inspected. The district made this problem top priority. The hydrant located at Locust & Hillview was complex due to the close proximity of an unmarked gas line. This required the hydrant to be replaced by hydro-vacing. Due to lack of thrust blocks or base support on the old hydrant the line failed during excavation. Also, the as-built piping did not match the prints in our office. Additional time was required to relocate the underground gas line and service from the water main. The hydrant located at Cottonwood & Sweetwater Drive was also replaced by hydro-vacing to limit damage to the sidewalk and pavement. The hydrants have been replaced and are fully functional.

**COMPUTER HARDWARE AND BILLING SYSTEM:** **\$14262.52 Expended**

The District was forced to operate for several months without the billing system available as investigators searched the hardware for evidence of misappropriations and theft. When the hardware was finally returned, the Caselle utility billing software was in an inoperable state plagued with viruses contracted thru the downloading and installation of numerous gaming/entertainment programs. Due to this unforeseen event, the District had to purchase a new computer system.

Upon purchasing the new system, the utility billing software was transferred from the old computer to the new computer. However, numerous changes made to the master program by the former clerk created thousands of errors and mistakes within the utility billing, cash receipting, and general ledger modules. Despite the best combined efforts of the District Clerk and Caselle programmers to correct the data within the system modules and return it back to its original operating condition, the efforts were to of no avail. By somehow obtaining the main system control password, the former clerk was able to commence changes in all areas of the software program including restricted areas that should only be accessed by an experienced programmer. The current District Clerk performed a series of mock billing runs on the data only to find all the changes, mistakes, inconsistencies and errors reappeared on each account within each module of the program. The billing system had not been maintained by installing scheduled updates to the program provided by Caselle. The District was forced to purchase the latest upgraded version of Caselle software, another additional expense that was unforeseeable. In order to comply with GAAP (*generally accepted accounting practices*), the district also purchased the Accounts Payable Module from Caselle. By using this AP software we can keep track of all our finances through (1) one program. In the past, we used (3) three different programs and were forced to do an extensive amount of financial calculations by hand. With the conversion of our Utility Billing, Cash Receipting, Accounts Payable, and General Ledger modules we can rest assured our figures are accurate and staff will spend less valuable time doing calculations by hand.

**CONCLUSION:**

Bringing the infrastructure up to an acceptable operating level is beyond the financial capabilities of the District due to unforeseen costs in excess of \$100,000.00. We closed our Fiscal Year 2012/2013 over our budgeted amounts for the year.

In order for the district to correct the numerous deficiencies within our system, we must first have a hydraulic study of the water system and design a Water System Rehabilitation Plan to correct the deficiencies found. The completion of the hydraulic study will enable the district to seek additional funding through grants and loans and complete the rehabilitation on the system.

The Board of Director's and staff of CISD have recently re-structured and it should be less difficult and less costly to perform some of the work that needs completed. With a certified Water Operator/Engineering Technician employed on an "as needed" basis, a lot of the work can be performed "in house" cutting the costs incurred by thousands.

Therefore, Clearview Improvement & Service District, by and through their Supervisor of District Operations, formally requests emergency funding from the Sweetwater County Commission for an amount to be determined by the Commission upon receipt of the formal request presented at the regular monthly meeting on Tuesday, August, 6, 2013.

Respectfully Submitted,



Margaret R. Jones  
Supervisor, District Operations  
Clearview Improvement & Service District  
117 Mountain View Drive  
PO Box 2634  
Rock Springs, WY 82902-2634  
307-362-1140 (office)  
307-703-0146 (mobile)  
cisd@rocketmail.com

# **Financial Information**

## **Clearview Improvement & Service District**

**CISD BUDGET VS ACTUAL FINANCIAL ACCOUNTING**  
**7/1/2012 THRU 6/30/2013**

<b><u>INCOME</u></b>					
<b><u>GL Accnt. No.</u></b>	<b><u>Account Title</u></b>	<b><u>FY 12/13 Budgeted</u></b>	<b><u>FY 12/13 Actual Received</u></b>	<b><u>Budget vs Actual Balance</u></b>	
30-10	Sewer Processing Fees Receivable	\$ 93,204.19	\$ 61,213.64	\$	(31,990.55)
30-15	Water Usage Fees Receivable	\$ 35,625.98	\$ 22,428.42	\$	(13,197.56)
30-20	O&M Fees Receivable	\$ 156,216.00	\$ 159,458.89	\$	3,242.89
30-25	Debt Service Fees Receivable	\$ 3,500.00	\$ 2,604.58	\$	(895.42)
34-10	Bank Account Interest Receivable	\$ 500.00	\$ 36.36	\$	(463.64)
34-20	Penalties & Service Charges Receivable	\$ 3,750.00	\$ 4,115.71	\$	365.71
36-10	Cash Carry Over From FY 11/12	\$ 20,000.00	\$ 17,240.23	\$	(2,759.77)
<b><u>TOTAL INCOME</u></b>		<b>\$ 312,796.17</b>	<b>\$ 267,097.83</b>	<b>\$</b>	<b>(45,698.34)</b>

<b><u>EXPENSE</u></b>					
<b><u>GL Accnt. No.</u></b>	<b><u>Account Title</u></b>	<b><u>FY 12/13 Budgeted</u></b>	<b><u>FY 12/13 Actual Paid Out</u></b>	<b><u>Budget vs Actual Balance</u></b>	
40-10	Sewer Processing Fees Payable	\$ 93,204.19	\$ 80,104.44	\$	13,099.75
40-20	Water Usage Fees Payable	\$ 35,625.98	\$ 50,111.79	\$	(14,485.81)
41-45	Utility Fees Payable	\$ 3,480.00	\$ 3,814.80	\$	(334.80)
41-60	System Maintenance & Repair Payable	\$ 63,442.80	\$ 91,090.64	\$	(27,647.84)
48-15	Computer Support & Software Payable	\$ 5,000.00	\$ 14,262.52	\$	(9,262.52)
48-20	Office Supplies Payable	\$ 2,000.00	\$ 3,922.85	\$	(1,922.85)
48-25	Postage & Postage Meter Lease Payable	\$ 3,000.00	\$ 2,697.20	\$	302.80
48-30	Building Maintenance Fees Payable	\$ 2,000.00	\$ 879.48	\$	1,120.52
50-40	Public Notice Publication Fees Payable	\$ 50.00	\$ 11.50	\$	38.50
50-55	Water Testing Fees Payable	\$ 500.00	\$ 100.00	\$	400.00
50-65	Legal Fees Payable	\$ 3,000.00	\$ 2,924.30	\$	75.70
50-70	Insurance Fees Payable	\$ 5,500.00	\$ 4,888.03	\$	611.97
51-01	Wages Payable	\$ 21,043.20	\$ 31,329.61	\$	(10,286.41)
51-05	Wage Fees Payable	\$ 1,562.00	\$ 1,891.08	\$	(329.08)
51-10	Education & Training	\$ 1,000.00	\$ 750.00	\$	250.00
60-20	JPA (313) Payable	\$ 15,000.00	\$ 14,688.94	\$	311.06
60-30	JPA (316) Payable	\$ 12,000.00	\$ 11,761.59	\$	238.41
<b><u>TOTAL EXPENSES</u></b>		<b>\$ 267,408.17</b>	<b>\$ 315,228.77</b>	<b>\$</b>	<b>(47,820.60)</b>

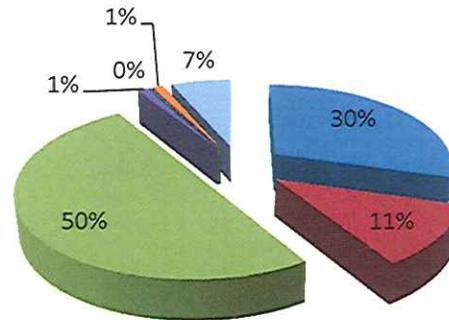
**CISD BUDGET VS ACTUAL FINANCIAL ACCOUNTING**  
**7/1/2012 THRU 6/30/2013**

**INCOME**

<b><u>GL Acct. No.</u></b>	<b><u>Account Title</u></b>	<b><u>FY 12/13 Budgeted</u></b>
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30-15	Water Usage Fees Receivable	\$ 35,625.98
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30-25	Debt Service Fees Receivable	\$ 3,500.00
34-10	Bank Account Interest Receivable	\$ 500.00
34-20	Penalties & Service Charges Receivable	\$ 3,750.00
36-10	Cash Carry Over From FY 11/12	\$ 20,000.00
<b><u>TOTAL INCOME</u></b>		<b>\$ 312,796.17</b>

**FY 2012/2013 Budgeted Income**

- Sewer Processing Fees Receivable
- Water Usage Fees Receivable
- O&M Fees Receivable
- Debt Service Fees Receivable
- Bank Account Interest Receivable
- Penalties & Service Charges Receivable
- Cash Carry Over From FY 11/12



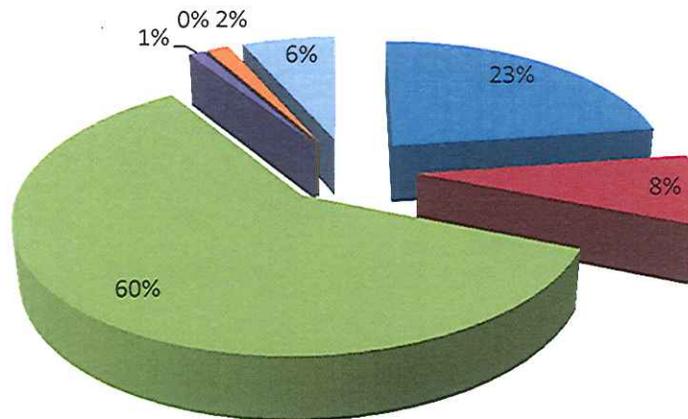
**CISD BUDGET VS ACTUAL FINANCIAL ACCOUNTING**  
**7/1/2012 THRU 6/30/2013**

**INCOME**

<u>GL Acct. No.</u>	<u>Account Title</u>	<u>FY 12/13 Actual Received</u>
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30-15	Water Usage Fees Receivable	\$ 22,428.42
30-20	O&M Fees Receivable	\$ 159,458.89
30-25	Debt Service Fees Receivable	\$ 2,604.58
34-10	Bank Account Interest Receivable	\$ 36.36
34-20	Penalties & Service Charges Receivable	\$ 4,115.71
36-10	Cash Carry Over From FY 11/12	\$ 17,240.23
<b><u>TOTAL INCOME</u></b>		<b>\$ 267,097.83</b>

**FY 2012/2013 Actual Income Received**

- Sewer Processing Fees Receivable
- Water Usage Fees Receivable
- O&M Fees Receivable
- Debt Service Fees Receivable
- Bank Account Interest Receivable
- Penalties & Service Charges Receivable
- Cash Carry Over From FY 11/12



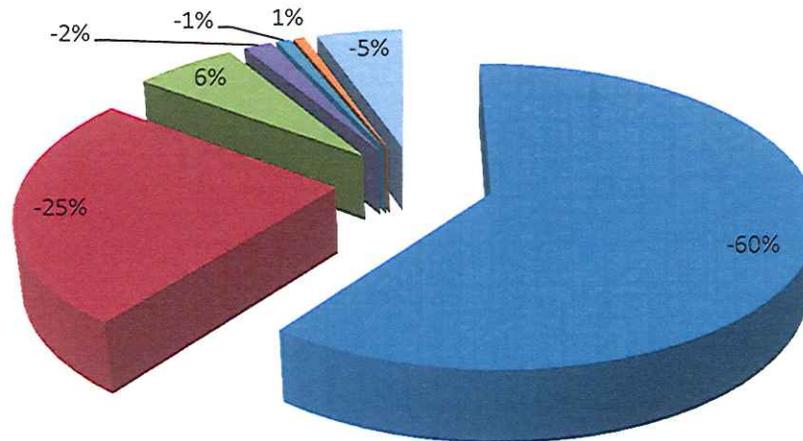
**CISD BUDGET VS ACTUAL FINANCIAL ACCOUNTING**  
**7/1/2012 THRU 6/30/2013**

**INCOME**

<u>GL Acct. No.</u>	<u>Account Title</u>	<u>Budget vs Actual Balance</u>	
30-10	Sewer Processing Fees Receivable	\$	(31,990.55)
30-15	Water Usage Fees Receivable	\$	(13,197.56)
30-20	O&M Fees Receivable	\$	3,242.89
30-25	Debt Service Fees Receivable	\$	(895.42)
34-10	Bank Account Interest Receivable	\$	(463.64)
34-20	Penalties & Service Charges Receivable	\$	365.71
36-10	Cash Carry Over From FY 11/12	\$	(2,759.77)
<b><u>TOTAL INCOME</u></b>		<b>\$</b>	<b>(45,698.34)</b>

**FY2012/2013 Budget vs. Actual Income**

- Sewer Processing Fees Receivable
- Water Usage Fees Receivable
- O&M Fees Receivable
- Debt Service Fees Receivable
- Bank Account Interest Receivable
- Penalties & Service Charges Receivable
- Cash Carry Over From FY 11/12

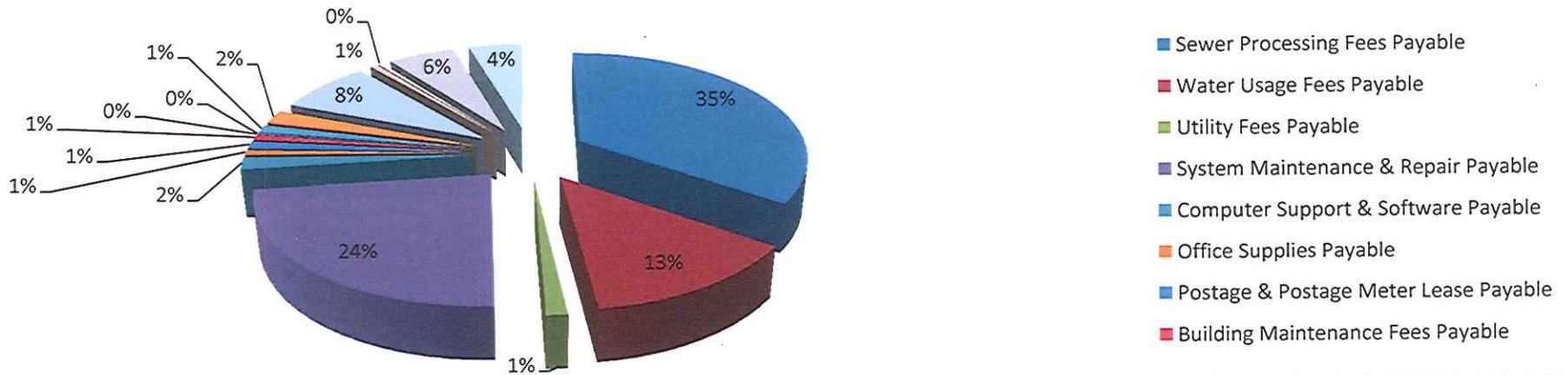


**CISD BUDGET VS ACTUAL FINANCIAL ACCOUNTING**  
**7/1/2012 THRU 6/30/2013**

**EXPENSE**

<u>GL Acct. No.</u>	<u>Account Title</u>	<u>FY 12/13 Budgeted</u>
40-10	Sewer Processing Fees Payable	\$ 93,204.19
40-20	Water Usage Fees Payable	\$ 35,625.98
41-45	Utility Fees Payable	\$ 3,480.00
41-60	System Maintenance & Repair Payable	\$ 63,442.80
48-15	Computer Support & Software Payable	\$ 5,000.00
48-20	Office Supplies Payable	\$ 2,000.00
48-25	Postage & Postage Meter Lease Payable	\$ 3,000.00
48-30	Building Maintenance Fees Payable	\$ 2,000.00
50-40	Public Notice Publication Fees Payable	\$ 50.00
50-55	Water Testing Fees Payable	\$ 500.00
50-65	Legal Fees Payable	\$ 3,000.00
50-70	Insurance Fees Payable	\$ 5,500.00
51-01	Wages Payable	\$ 21,043.20
51-05	Wage Fees Payable	\$ 1,562.00
51-10	Education & Training	\$ 1,000.00
60-20	JPA (313) Payable	\$ 15,000.00
60-30	JPA (316) Payable	\$ 12,000.00
<b>TOTAL EXPENSES</b>		<b>\$ 267,408.17</b>

**FY 2012/2013 Budgeted Expenses**

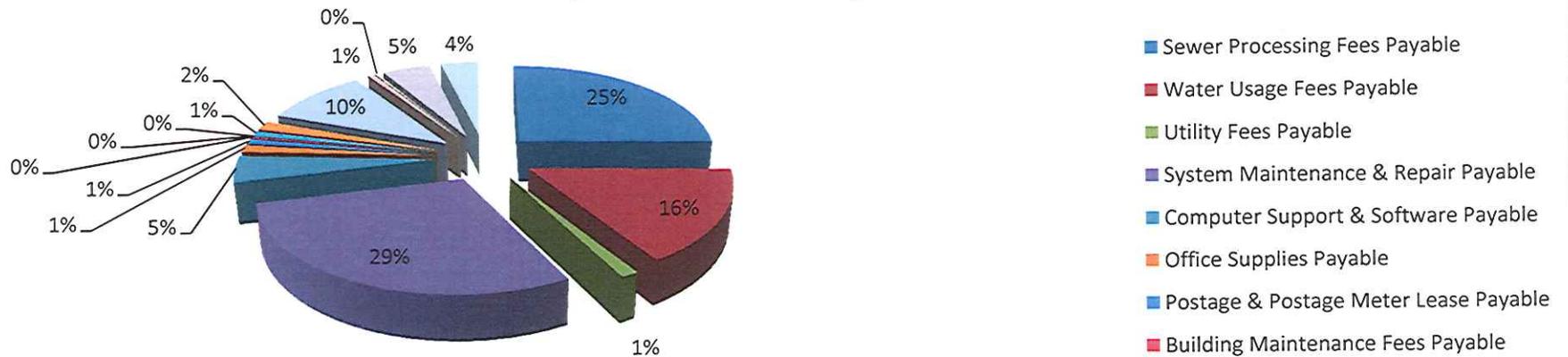


**CISD BUDGET VS ACTUAL FINANCIAL ACCOUNTING**  
**7/1/2012 THRU 6/30/2013**

**EXPENSE**

<u>GL Acct. No.</u>	<u>Account Title</u>	<u>FY 12/13 Actual Paid Out</u>
40-10	Sewer Processing Fees Payable	\$ 80,104.44
40-20	Water Usage Fees Payable	\$ 50,111.79
41-45	Utility Fees Payable	\$ 3,814.80
41-60	System Maintenance & Repair Payable	\$ 91,090.64
48-15	Computer Support & Software Payable	\$ 14,262.52
48-20	Office Supplies Payable	\$ 3,922.85
48-25	Postage & Postage Meter Lease Payable	\$ 2,697.20
48-30	Building Maintenance Fees Payable	\$ 879.48
50-40	Public Notice Publication Fees Payable	\$ 11.50
50-55	Water Testing Fees Payable	\$ 100.00
50-65	Legal Fees Payable	\$ 2,924.30
50-70	Insurance Fees Payable	\$ 4,888.03
51-01	Wages Payable	\$ 31,329.61
51-05	Wage Fees Payable	\$ 1,891.08
51-10	Education & Training	\$ 750.00
60-20	JPA (313) Payable	\$ 14,688.94
60-30	JPA (316) Payable	\$ 11,761.59
<b><u>TOTAL EXPENSES</u></b>		<b>\$ 315,228.77</b>

**FY 2012/2013 Actual Expenses**

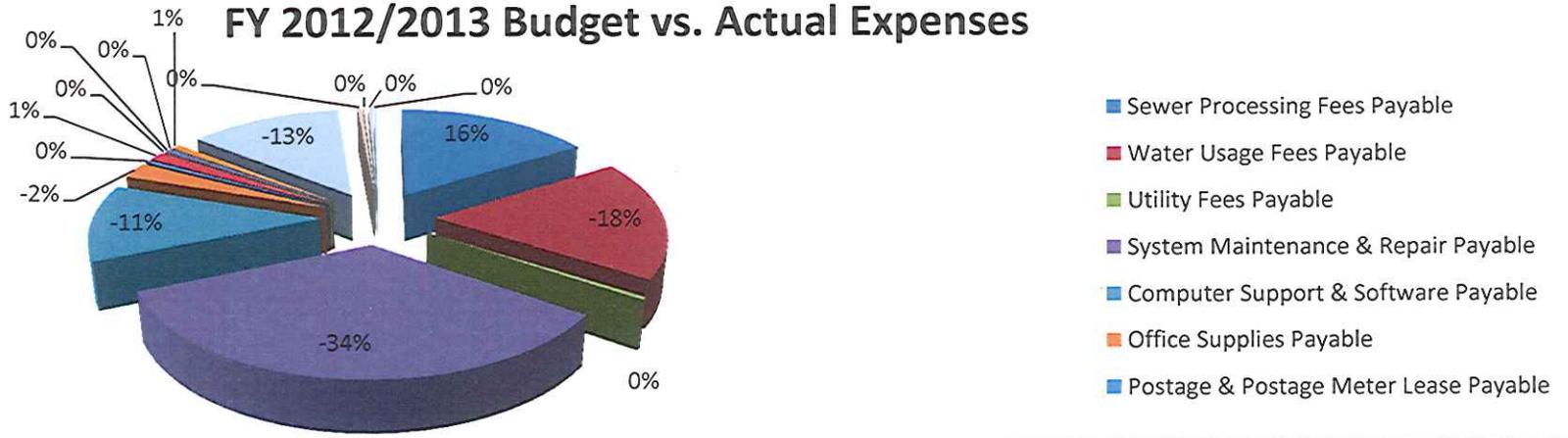


**CISD BUDGET VS ACTUAL FINANCIAL ACCOUNTING**  
**7/1/2012 THRU 6/30/2013**

**EXPENSE**

<u>GL Acct. No.</u>	<u>Account Title</u>	<u>Budget vs Actual Balance</u>
40-10	Sewer Processing Fees Payable	\$ 13,099.75
40-20	Water Usage Fees Payable	\$ (14,485.81)
41-45	Utility Fees Payable	\$ (334.80)
41-60	System Maintenance & Repair Payable	\$ (27,647.84)
48-15	Computer Support & Software Payable	\$ (9,262.52)
48-20	Office Supplies Payable	\$ (1,922.85)
48-25	Postage & Postage Meter Lease Payable	\$ 302.80
48-30	Building Maintenance Fees Payable	\$ 1,120.52
50-40	Public Notice Publication Fees Payable	\$ 38.50
50-55	Water Testing Fees Payable	\$ 400.00
50-65	Legal Fees Payable	\$ 75.70
50-70	Insurance Fees Payable	\$ 611.97
51-01	Wages Payable	\$ (10,286.41)
51-05	Wage Fees Payable	\$ (329.08)
51-10	Education & Training	\$ 250.00
60-20	JPA (313) Payable	\$ 311.06
60-30	JPA (316) Payable	\$ 238.41
<b><u>TOTAL EXPENSES</u></b>		<b>\$ (47,820.60)</b>

**FY 2012/2013 Budget vs. Actual Expenses**



**CISD Account Arrearage Collection Process 2/2012 thru 7/1/2013***CISD Arrearage Figures*

CISD Total Arrearage Balance as of 2/2012:	\$	(90201.51)
CISD Accounting Corrections, Billing/Payment Adjustments:	\$	65890.33
CISD Total Arrearage Balance as of 6/30/1012:	\$	(24311.18)
CISD Total Arrearage Balance as of 7/1/2013:	\$	(35571.13)
CISD Bad Debt Accounting Write-Off:	\$	2903.93
CISD Total Arrearage Accounts On Contract as of 7/1/2013:	\$	(21407.25)
CISD Lien Release Amounts as of 7/1/2013:	\$	5195.80
CISD Total Arrearage Accounts Subject to Lien as of 7/1/2013:	\$	(6064.15)

**Fiscal Year 2012-2013*****Final Financial Breakdown of FY 2012/2013***

CISD closed out FY 2012/2013 on June 30, 2013 with the following financial figures:

CISD Money Market Account (Operating):	\$	7990.45
CISD Depository Account (Savings):	\$	64957.47
CISD Petty Cash Fund:	\$	200.00
CISD Undeposited Funds:	\$	2183.73
Total Encumbered Funds:	\$	29685.50
Total Accounts Payable for Closing Period:	\$	(43450.41)
<b><u>Total Cash On Hand 7/1/2013</u></b>	<b>\$</b>	<b>2195.74</b>

**FISCAL YEAR 2013-2014**

GL ACCNT	TYPE	ACCOUNT TITLE	2013-14 PROJECTED	NOTES	GL ACCNT	TYPE	ACCOUNT TITLE	2013-14 PROJECTED	NOTES
<b>(ASSET ACCOUNTS HELD)</b>					<b>(SELF SUSTAINING ACCOUNTS)</b>				
1030	ASSET	CASH IN CHECKING	\$26,796.33		40-10	EXPENSE	ROCK SPRINGS MUNICIPAL UTILITIES BILLED	\$93,205.00	
1031	ASSET	CASH IN SAVINGS	\$51,533.61		40-15	EXPENSE	WATER USE FEES BILLED	\$39,190.00	
1070	ASSET	RETURNED CHECK CLEARING	\$0.00		60-20	EXPENSE	JPA (313)	\$14,609.00	1/2 AS OF 7/1/13
1075	ASSET	UTILITY CASH CLEARING	\$0.00		60-20	EXPENSE	JPA (316)	\$11,762.00	1/2 AS OF 7/1/13
1100	ASSET	ACCOUNTS RECEIVABLE BY SERVICE	\$50,000.00	A/R BY 6/30/13	60-10	EXPENSE	CUSTOMER TAP FEES PAYABLE	\$16,500.00	
1300	ASSET	SUSPENSE	\$0.00		60-90	EXPENSE	CUSTOMER DEPOSIT FEES PAYABLE	\$1,500.00	
1580	ASSET	SUSPENSE	\$0.00				<b>TOTAL SELF SUSTAINING EXPENSES HELD</b>	<b>\$176,766.00</b>	
		<b>TOTAL ASSETS</b>	<b>\$128,329.94</b>				<b>(WAGES/TAXES EXPENSE ACCOUNTS)</b>		
		<b>(SELF SUSTAINING LIABILITY ACCOUNTS)</b>			51-10	EXPENSE	DISTRICT CLERK WAGES PAYABLE	\$25,920.00	
2290	LIABILITY	CUSTOMER DEPOSIT FEES COLLECTED	\$1,500.00		51-15	EXPENSE	SPECIAL PROJECT WAGES PAYABLE	\$5,000.00	
30-30	LIABILITY	CUSTOMER TAP FEES COLLECTED	\$16,500.00	\$16500.00 - ENCUMBERED	41-65	EXPENSE	WASTE WATER OPERATOR WAGE BASE (1)	\$2,640.00	
30-25	LIABILITY	DEBT SERVICE FEES COLLECTED(313)	\$14,609.00	\$7304.50 - ENCUMBERED	41-65	EXPENSE	WASTE WATER OPERATOR WAGE BASE (2)	\$1,320.00	
30-25	LIABILITY	DEBT SERVICE FEES COLLECTED (316)	\$11,762.00	\$5881.00 - ENCUMBERED	51-05	EXPENSE	WAGE TAXES PAYABLE	\$4,000.00	
		<b>TOTAL LIABILITIES</b>	<b>\$44,371.00</b>	<b>\$29685.50 - ENCUMBERED</b>			<b>TOTAL WAGES/TAXES PAYABLE</b>	<b>\$38,880.00</b>	
		<b>(REVENUE/INCOME OPERATING ACCOUNTS)</b>			41-45	EXPENSE	TELEPHONE/INTERNET PAYABLE	\$2,400.00	
30-10	REVENUE	SEWER PROCESSING FEES COLLECTED	\$93,205.00		41-45	EXPENSE	ELECTRICITY - METER BUILDING PAYABLE	\$480.00	
30-15	REVENUE	WATER PROCESSING FEES COLLECTED	\$39,190.00		41-45	EXPENSE	ELECTRICITY - OFFICE BUILDING PAYABLE	\$720.00	
30-20	REVENUE	O&M FEES COLLECTED	\$167,680.00		41-45	EXPENSE	NATURAL GAS SERVICE PAYABLE	\$720.00	
30-25	REVENUE	PENALTY FEES COLLECTED @1.5%	\$1,000.00				<b>TOTAL UTILITIES PAYABLE</b>	<b>\$4,320.00</b>	
34-30	REVENUE	SERVICE CHARGES COLLECTED	\$3,000.00				<b>(ADMINISTRATIVE OPERATING ACCOUNTS)</b>		
30-25	REVENUE	TRANSFER FROM CASH RESERVES	\$0.00		50-70	EXPENSE	INSURANCE PAYABLE	\$5,500.00	PAYABLE BY 7/1/13
		<b>TOTAL REVENUE</b>	<b>\$324,075.00</b>		48-10	EXPENSE	OFFICE FURNISHINGS PAYABLE	\$1,000.00	
		<b>(RESERVE ACCOUNTS)</b>			48-20	EXPENSE	OFFICE SUPPLIES PAYABLE	\$2,000.00	
30-35	REVENUE	RESERVE ACCOUNT REPLENISHING FUNDS	\$26,760.00		48-15	EXPENSE	COMPUTER SUPPORT/SUPPLIES PAYABLE	\$5,000.00	
		<b>TOTAL RESERVES REPLENISHED</b>	<b>\$26,760.00</b>		48-25	EXPENSE	POSTAGE PURCHASE/LEASE PAYABLE	\$4,000.00	
					48-35	EXPENSE	REIMBURSEMENTS PAYABLE	\$1,000.00	
					51-10	EXPENSE	EDUCATION/TRAINING PAYABLE	\$1,000.00	

**CISD BUDGET WORKSHEET**

**FISCAL YEAR 2013-2014**

<b>*****BUDGET NOTES*****</b>		<b>GL ACNT</b>	<b>TYPE</b>	<b>ACCOUNT TITLE</b>	
<b>***DISTRICT OPERATIONS MANAGER WAGES CALCULATED: \$18.00/HOUR@30 HOURS PER WEEK</b>		50-40	EXPENSE	ADVERTISING PAYABLE	\$500.00
<b>***WATER CONTROL OPERATOR (1): \$220.00/MONTH SALARY BASE</b>		41-65	EXPENSE	LICENSING/FEES/DUES	\$875.00
<b>***WATER CONTROL OPERATOR(2): \$120.00/MONTH SALARY BASE</b>				<b>TOTAL ADMINISTRATIVE ACCOUNTS PAYABLE</b>	<b>\$20,875.00</b>
<b>***WATER AND SEWER ARE SELF SUSTAINING ACCOUNTS - INCOME MATCHES EXPENSE</b>				<b>(PROFESSIONAL SERVICE ACCOUNTS)</b>	
<b>***DEBT SERVICE FEES ARE SELF SUSTAINING ACCOUNTS - INCOME MATCHES EXPENSE</b>		50-60	EXPENSE	LEGAL SERVICES/FEES PAYABLE	\$4,000.00
<b>***TAP FEES ARE SELF SUSTAINING ACCOUNTS - HELD IN RESERVE AS LIABILITIES</b>		50-55	EXPENSE	WATER ANALYSIS/TESTING FEES PAYABLE	\$500.00
		50-65	EXPENSE	CONSULTING SERVICES/FEES PAYABLE	\$10,000.00
		50-10	EXPENSE	ENGINEERING SERVICES/FEES PAYABLE	\$5,000.00
				<b>TOTAL PROFESSIONAL SERVICES PAYABLE</b>	<b>\$19,500.00</b>
				<b>(REPAIR AND MAINTENANCE ACCOUNTS)</b>	
		48-30	EXPENSE	BUILDING/GROUNDS MAINTENANCE PAYABLE	\$4,000.00
		41-60	EXPENSE	SYSTEM MAINTENANCE/REPAIR PAYABLE	\$79,125.00
		42-10	EXPENSE	DISTRICT VEHICLE MAINT/OPER PAYABLE	\$2,500.00
				<b>TOTAL REPAIR AND MAINTENANCE PAYABLE</b>	<b>\$85,625.00</b>
<b>TOTAL INCOME</b>	<b>\$373,366.00</b>			<b>TOTAL EXPENSE</b>	<b>\$373,366.00</b>

**Proposals from Cooperating Agencies**  
**Clearview Improvement & Service District**

## CHOICE ENGINEERING SERVICES

474 "N" Street - Suite 101 | Rock Springs, WY 82901  
Phone: 307-326-2025 | Fax: 307-326-2026

### Proposal

Clearview Improvement & Service District  
Attn: Lee Splett  
117 Mountain View Drive  
Rock Springs, WY 82901

RE: Engineering Services for Clearview Acres Improvement & Service District

Dear Mr. Splett:

Choice Engineering Services, Inc. (C.E.S.I.) is pleased to give you the following proposal providing engineering services for the Clearview Acres Improvement & Service District.

Below is a summary of the proposed work as we understand it, and a proposed cost for the professional services.

#### SCOPE OF WORK

1. SANITARY SEWER STUDY
  - a. Review the latest sanitary sewer videos to identify problem areas. Recommendations will be provided to the Clearview Acres Improvement & Service District board including a plan of action and approximate construction cost to resolve issues found in the videos.
2. SANITARY SEWER REHABILITATION PLANS
  - a. Based on our findings during the sanitary sewer study and the Clearview Acres Improvement & Service District boards recommendations C.E.S.I. will design a construction project to remedy the issues found in the videos. Alternative costs, designs, and construction phasing will be presented to the board and C.E.S.I. will help the board implement the most cost effective, long term solution for the sanitary sewer issues.
  - b. C.E.S.I. will prepare a complete set of construction plans and specifications, obtain the required WYDEQ construction permits, and assist the board in advertising and bidding the project.

### 3. WATER SYSTEM MODEL

- a. C.E.S.I. will hydraulically model the water system and provide the Clearview Acres Improvement & Service District board with engineering recommendations on how to improve the water system. The model will be developed using existing system maps and data taken from various hydraulic field measurements.

### 4. WATER SYSTEM REHABILITATION PLANS

- a. Based on the results found during the water system model and the Clearview Acres Improvement & Service District boards recommendations, C.E.S.I. will design a construction project to resolve the issues found in the model and in the field. Known issues of the system will also be corrected. Alternative costs, designs, and construction phasing will be presented to the board during and C.E.S.I. will help the board come up with the most cost effective, long term solution for the water system issues.
- b. C.E.S.I. will prepare a complete set of construction plans and specifications, obtain the required WYDEQ construction permits, and assist the board in advertising and bidding the project. This can be a standalone project or combined with the sewer project.

### **COST PROPOSAL:**

The above services shall be provided on an Hourly Basis (based on our Hourly Rate Sheet- Attached): The following is a breakdown and for Estimate Only of the cost of work as outlined above:

1. Sanitary Sewer Study	\$ 7,550.00
2. Sanitary Sewer Rehabilitation Plans	\$ 37,930.00
3. Water System Model	\$ 15,400.00
4. Water System Rehabilitation Plans	\$ 43,330.00
5. Construction Administration*	See below

The above price does not include a geotechnical engineering investigation – to be done by others.

The above price does not include any flood plain development requirements if required. CESI will provide separate cost for this if requested.

Costs for items 2 and 4 are cost estimates only, the costs assumes a complete replacement project for the water and sewer system. Actual costs will be narrowed down after completion of items 1 and 3.

The above items will be billed monthly by progress payments based on the hours of work completed at the time.

The above prices are for items within the site only; any off site engineering or surveying work will be additional.

The above price is based on all items in the cost proposal being inclusive.

\*Construction Administration/Inspection/Management/Surveying (staking) prices are above and beyond the price as shown and if requested by the client will be billed at an hourly rate as shown on the attached 2013 schedule of fees.

All work as shown in this proposal shall be completed, reviewed and approved by all applicable government agencies prior to any construction on this project.

Choice Engineering Services, Inc. will not be responsible for any and all actions including but not limited to workmanship by the Contractor(s) or any other agents/parties of the client that are not in employment or of subcontract with Choice Engineering Services, Inc.

This proposal is only valid for 30 days.

If you should have any questions please feel free to contact me at the above phone number or on my cell at (307)389-8054.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Gene Legerski', written in a cursive style.

Gene Legerski, P.E.  
Choice Engineering Services, Inc.

Cc: File

# CHOICE ENGINEERING SERVICES

404 "N" Street - Suite 221 | Rock Springs, WY 82901  
Phone 307-362-6065 | Fax 307-362-6064

## Schedule of Fees

Effective January, 2013

### Professional Services:

• Professional Engineer/Professional Land Surveyor:	\$95.00/hour
• Project Manager:	\$90.00/hour
• Senior Design Manager:	\$90.00/hour
• Engineering Intern/Staff Engineer:	\$85.00/hour
• Design Technician:	\$80.00/hour
• Senior Construction Site Representative/Inspector:	\$70.00/hour
• AutoCAD/Drafting:	\$65.00/hour
• Survey Tech I:	\$65.00/hour
• Survey Tech II:	\$60.00/hour
• Construction Site Representative/Inspector:	\$60.00/hour
• Drafting Support Services – Outsource: Client to provide all hardware and software including work station.	\$45.00/hour
• Clerical:	\$30.00/hour

### Miscellaneous Charges:

• Vehicle Charges	\$60.00/day \$35.00/half-day
• Large Format Prints (Paper)	\$2.50/sheet
• Large Format Prints (Mylar)	\$5.00/sheet
• Computer Charges	\$20.00/hour
• Copies, Prints, supplies, etc.	Invoice Cost
• Consultants/Sub Consultants	Invoice Cost + 20%
• GPS Unit or Robotic Total Station*	\$420.00/day or \$70.00/hr
• Four Wheeler	\$90.00/day
• Per Diem (meals)	\$30.00/day
• Lodging	Invoice Cost

\*This daily rate includes all materials - stakes, lath, paint, ribbon, nails, etc.

All work requested by Client over 8 hours/day, on Holidays or weekends shall be charged 1.50 times the rate as shown above.

Vehicle charges are for the Rock Springs and Green River areas only. All other locations will be charged at \$1.00/mile to a maximum daily rate of \$150.00/day

Other negotiated rates may be provided as a Lump Sum Fee with a detailed scope of work.

Our Business • Your CHOICE





February 28, 2013

To: Clearview Water District  
From: Glenn Godfrey- Wire Brothers  
Topic: Inspect 260 meter pits, surface deficiencies, main line valves, fire hydrant, comp. plan of action

- A. Check condition of meter pits
  - a. Condition of meter (wiring in pit)
  - b. Position of meter
  - c. Debris-roots and insulation
  - d. Leaks and moisture
  - e. Lids secure
  - f. Pit above or below finish grade, tripping hazard
  - g. Touch pad relocation and proper mounting
  - h. Concrete position and attachments
- B. Fire Hydrants: Inspect
  - a. Debris around hydrant
  - b. Hydrants for exterior damage
  - c. Valve pits for hydrant, accessible, clean and accessible to nut on valve
  - d. Flushing
- C. Main Line Valves Inspection
  - a. Accessibility
  - b. Debris in Buffalo Box
  - c. Operational (closed or open)

**Inspection Cost: \$18,432.12**

This is an inspection bid only. There is no cost in this bid for any repairs, materials and/or equipment.

Thank you,  
Glenn Godfrey  
Wire Brothers  
307-705-6949

A handwritten signature in black ink, appearing to be 'Glenn Godfrey', is written over the typed name and contact information.

# **Photo Documentation**

## **Clearview Improvement & Service District**



Waste Water (sewer) Leakage

Mountain View Drive

May 14, 2012



Improper Installation of Water System Components

lley View Drive

July 2013



proper Repair and Patching of Waste Water (sewer) Lines

November 2012

8

**Compliance Documentation**  
**Clearview Improvement & Service District**

CLEARVIEW IMPROVEMENT & SERVICE DISTRICT  
PO BOX 2634  
117 MOUNTAIN VIEW DRIVE  
ROCK SPRINGS, WY 82901  
307-362-1140  
[cisd@rocketmail.com](mailto:cisd@rocketmail.com)

### BOARD OF DIRECTORS

Lee Splett, President  
Carmen Staab, Secretary  
Bruce Thomson, Treasurer

### STAFF

Margaret R. Briggs-Jones  
District Clerk/ Financial Secretary  
Wyoming Water Control Operator #12367

## *Annual Drinking Water Quality Report for 2012*

**PWS # WY 5600091 C**  
2013

The Clearview Improvement and Service District is pleased to present this year's Annual Quality Water Report. This report is designed to inform you about the quality of water and services we deliver to our customers every day. It is our commitment and our goal to provide you a safe and dependable supply of drinking water. Our continued efforts are focused on optimizing the water treatment process, ensuring quality water and protecting our water resources. Our water source is surface water from the Green River.

We are pleased to report that your drinking water is safe and meets federal and state requirements.

If you have any questions about this report or concerning your water utility, please contact Margaret Jones at the CISD office at 307-362-1140. We want our valued customers to be informed about their water utility. If you want to learn more, please attend any of our regularly scheduled meetings. They are held on the second Thursday of each month, they are advertised, and notices are sent to each community of time and location.

The water plant routinely monitors for constituents in your drinking water according to Federal and State laws. The following table shows the results of our monitoring for the period of January 1, to December 31, 2012. All drinking water, including bottled drinking water, may be reasonably expected to contain at least small amounts of some constituents. It's important to remember that the presence of these constituents does not necessarily pose a health risk.

In this table you will find many terms and abbreviations you might not be familiar with. To help you better understand these terms we've provided the following definitions:

*Parts per billion (ppb) or Micrograms per liter (ug/l)* - One part per billion corresponds to one minute in 2,000 years, or a single penny in \$10,000,000.

*Nephelometric Turbidity Unit (NTU)* - Nephelometric Turbidity unit is a measure of the clarity of water. Turbidity in excess of 5 NTU is just noticeable to the average person.

*Variances & Exemptions (V&E)* - State or EPA permission not to meet an MCL or a treatment technique under certain conditions.

*Action Level (AL)* - the concentration of a contaminant, which, if exceeded, triggers treatment or other requirements which a water system must follow.

*Treatment Technique (TT)* - A treatment technique is a required process intended to reduce the level of a contaminant in drinking water.

*Maximum Contaminant Level* - The "Maximum Allowed" (MCL) is the highest level of a contaminant that is allowed in drinking water. MCLs are set as close to the MCLGs as feasible using the best available treatment technology.

*Maximum Contaminant Level Goal* - The "Goal" (MCLG) is the level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs allow for a margin of safety.

Contaminant	Violation Y/N	Level Detected	Unit of measure	MCLG	MCL	Likely Source of Contamination
Turbidity	N	0.27 100 %		n/a	TT	Soil runoff
Nitrate as N	N	ND	ppm	10	10	Runoff from fertilizer use; leaching from septic tanks; sewage; erosion of natural deposits
Acrylamide	N	0.0002		0	TT	Added to water during sewage/wastewater treatment
Fluoride	N	0.2	ppm	4	4	Erosion of natural deposits; discharge from fertilizer and aluminum factories water additive which promotes strong teeth;
Total Organic Carbons ( TOC ) Actual % removed	N	Highest 52.63% Lowest 21.74% Ann. Avg.40.20%		n/a	n/a	Trees, grass, animals and other carbon base life forms found in and around the water source.
Haloacetic acids (HAA-5s)	N	Highest 17.2 Lowest 13.1 Ann. Avg. 15.93	ppb	n/a	60 Ann. Avg.	Byproduct of drinking water disinfection
Total Trihalomethanes (TTHMs)	N	Highest 25.2 Lowest 14.3 Ann. Avg. 20.15	ppb	n/a	80 Ann. Avg.	Byproduct of drinking water disinfection
Lead – 90 <sup>th</sup> percentile, Based on 30 samples (27 <sup>th</sup> highest value) Collected between June thru Aug. 2010	N	8.0	ppb	n/a	AL= 15 ppb	Corrosion of household plumbing systems, erosion of natural deposits. This sample was taken from a private residence on the system.
Copper – 90 <sup>th</sup> percentile, Based on 30 samples (27 <sup>th</sup> highest value) Collected between June thru Aug. 2010	N	1.03	ppm	1.3 ppm	AL= 1.30 ppm	Corrosion of household plumbing systems, erosion of natural deposits. This sample was taken from a private residence on the system.
Radionuclides Gross Alpha 1/2012 Gross Beta 1/2012 Radium 228 1/2012 Uranium 1/2012	N N N N	3.5 2.9 ND 0.0025	pCi/L pCi/L pCi/L ppm	n/a	15 50 5 0.03	Erosion of natural deposits Erosion of natural deposits Erosion of natural deposits Naturally present in the environment

Turbidity is reported as the highest single measurement and the lowest monthly percentage of samples meeting the turbidity limits specified for the filtration technology being used.

Our system had no violations. We're proud that your drinking water meets or exceeds all Federal and State requirements. We have learned through our monitoring and testing that some constituents have been detected. The EPA has determined that your water is SAFE at these levels.

The sources of drinking water include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it can dissolve naturally occurring minerals and in some cases, radioactive materials. The water can also pick up substances such as:

- (1) Microbial contaminants, such as viruses and bacteria, which may come from sewage treatment plants, septic systems, agricultural operations and wildlife.
- (2) Inorganic contaminants, such as salts and metals, which can be naturally-occurring or result from urban storm water runoff, industrial or domestic wastewater discharges, oil and gas production, mining or farming.
- (3) Pesticides and herbicides, which may come from agriculture, urban storm water run off and residential uses.

- (4) Organic chemical contaminants, which can come from industrial processes, gas stations, urban storm water runoff and septic systems.
- (5) Radioactive contaminants, which can be naturally occurring or the result of oil and gas production, and mining activities.

In order to ensure that tap water is safe to drink, EPA establishes regulations, which limit the amount of certain contaminants in water provided by public water systems. The Food and Drug administration establishes limits for contaminants in bottled water.

All drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that the water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the Environmental Protection Agency's Safe Drinking Water Hotline at 1-800-426-4791.

MCL's are set at very stringent levels. To understand the possible health effects described for many regulated constituents, a person would have to drink 2 liters of water every day at the MCL level for a lifetime to have a one-in-a-million chance of having the described health effect.

If present, elevated levels of lead can cause serious health problems, especially for pregnant women and young children. Lead in drinking water is primarily from materials and components associated with service lines and home plumbing. GR/RS/SW Co. Joint Powers Water Board is responsible for providing high quality drinking water, but cannot control the variety of materials used in plumbing components. When your water has been sitting for several hours, you can minimize the potential for lead exposure by flushing your tap for 30 seconds to 2 minutes before using for drinking or cooking. If you are concerned about lead in your water, you may wish to have your water tested. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available from the Safe Drinking Water Hotline or at <http://www.epa.gov/safewater/lead>

Some people may be more vulnerable to contaminants in drinking water than the general population. Immune-compromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. EPA/CDC guidelines on appropriate means to lessen the risk of infection by cryptosporidium and other microbiological contaminants are available from the Safe Drinking Water Hotline (800-426-4791). Ingestion of cryptosporidium may cause cryptosporidiosis, an abdominal infection. Symptoms of infection include nausea, diarrhea, and abdominal cramps. Cryptosporidium must be ingested to cause disease, and it may be spread through means other than drinking water.

The GR/RS/SW Co. Joint Powers Water Board was required to start monitoring the Source (the river) on a monthly basis for Cryptosporidium from April 2008 to March 2010. In November 2009 Cryptosporidium was detected at a 0.1 cysts/ L concentration. This was the only time any Cryptosporidium was detected in the Source water. The GR/RS/SW Co. Joint Powers Water Board water treatment plant was designed with filtration plus an ozone disinfection system to specifically address microbial and other organic contaminants in the source water.

The Clearview Improvement and Service District works around the clock to provide and maintain a safe and dependable water supply. We ask that all our customers help us protect our water sources, which are the heart of our community, our way of life and our children's future.



**WYOMING WATER DEVELOPMENT OFFICE  
2013  
PUBLIC WATER SYSTEM SURVEY**

**MUNICIPALITY/DISTRICT/ENTITY INFORMATION**

Name of entity? Clearview Improvement and Service District  
 Type of entity? (Municipality, District, JPB, Private Company, Other) Improvement District (government sub-division)  
 Public Water System I.D. # WY 560091C  
 Contact person(s) Margaret R. Jones  
 Address: PO Box 2634 City: Rock Springs Zip code: 82902 County: Sweetwater  
 Phone #: 307-362-1140 E-mail: cisd@rocketmail.com Fax#: 307-362-1140

**WATER SYSTEM DATA**

Number of Wells? 0 Depth of wells? NA Number of springs? 0  
 Surface water source(s)? NONE  
 Type of diversion(s)? (Surface Direct, Infiltration Gallery, Alluvial Wells, Dam, Ditch, Other)  
NONE  
 Other water sources? NONE

Total system capacity in gallons per day? Information not available through this office  
 Total raw water storage (gal)? 0 Total treated water storage (gal)? 0  
 Treatment method(s) (Disinfection/Chlorination, Filtration, Conventional Water Treatment Plant, or other)?  
NONE-Water is not treated by CISD

**WATER SYSTEM USAGE**

Total population served? 930 # of taps in entity? 334 # of taps outside entity? 0  
 Total annual water use by the system (gallons)? 14,869,372 gallons/annum  
 Peak day water use for the system (gallons)? Information not available through this office  
 Do you sell bulk water? NO What is the charge for bulk water? NA  
 Is the bulk water sold treated or untreated? NA  
 Do you sell water to other entities? NO If yes, to whom? NA  
 Do you buy water from other entities? YES If yes, from whom? Joint Powers Water Board  
 How much water do you buy? FY 2012-2013 Total Purchased: 14,869,372 gallons  
 What is the cost of the bulk water purchased? \$1.1597/CCF  
 What is the estimated loss to leakage? 15.8 gpd

**BILLING RATES**

What % of the system is metered? 100% Does the entity bill by meter? YES

What are the unmetered uses within the system if any? Waste Water, Operating & Maintenance, Debt Service

What is the average monthly water bill? \$27.00/month (water only)

	TAP FEES	BASE WATER RATE	GALLONS INCLUDED IN BASE RATE
RESIDENTIAL	750.00/tap	.011597/CF	NO BASE RATE
COMMERCIAL	2750.00/tap	.011597/CF	NO BASE RATE
INDUSTRIAL	2750.00/tap	.011597/CF	NO BASE RATE
OTHER	NA	NA	NA

What is the rate for each 1,000 gallons above the base amount? NA - No Base Rate Charged

What would a household's bill be for using 10,000 gallons in a month? \$15.51 (water only)

What would a household's bill be for using 20,000 gallons in a month? \$31.01 (water only)

**WATER SYSTEM FISCAL DATA**

	\$
What is the annual budget for the system?	39,190.00
How much is spent on operation and maintenance annually?	60,000.00
What does water quality testing cost annually?	500.00
How much money is in the emergency/replacement fund?	0.00
What is annual sinking fund contribution?	0.00
What are revenues from water bills?	39,190.00
What are revenues from tap fees?	0.00

Is the water system financially self supporting? YES

Are there other funding sources for the water system? NO

What are they? NA

**WELLHEAD PROTECTION AND CONSERVATION MEASURES**

Is there a wellhead protection plan in place? NO

What types of water conservation measures are in place? Any/all imposed plans and regs from JPWB, DEQ and EPA

What is the estimated water savings from the conservation measures? Unable to determine

General Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**MEMORANDUM OF AGREEMENT**

THIS AGREEMENT entered into between the City of Rock Springs, Wyoming, a municipal corporation of the State of Wyoming, herein referred to as "City" and the County of Sweetwater, Wyoming, a county corporation, herein referred to as "SWC", witnesseth:

WHEREAS, SWC collects and dispenses all monies secured by grant or otherwise for the DUI Supervised Probation Program, herein referred to as "DSP"

WHEREAS, DSP has in the past, and will in the future provide a unique function to the City by supervising individuals sentenced in Rock Springs Municipal Court for Driving Under the Influence of Alcohol related offenses; and

WHEREAS, the City desires to have DSP continue such activities to assure drunk driver compliance with their mandated probationary terms, and DSP desires to do so, but requires financial assistance in order to carry out its activities.

NOW, THEREFORE, IT IS DULY AGREED THAT for and in consideration of the amount of Ten Thousand Dollars and No Cents (\$10,000.00) from the City, payable in quarterly installments of Two Thousand Five Hundred Dollars and No Cents (\$2,500.00), on September 30, 2013; December 31, 2013; March 31, 2014; and June 30, 2014; or as close hereto as is convenient for the City. SWC and DSP hereby agree to:

1. Directly supervise a reasonable number of Defendant's convicted of alcohol related offenses in Rock Springs Municipal Court whom reside within corporate city limits.
2. Assure that Defendant's abide by those terms enumerated in their judgments and Sentences, including, but not limited to assuring their participation in any drug/alcohol counseling deemed necessary by the statutorily required drug/ alcohol evaluation.
3. Establish reasonable payment plans for those individuals required to pay fines, costs, restitution and DSP fees, or assure that plans already ordered by the Court be followed.
4. Report monthly to the Court and City Attorney on Defendant's compliance with the terms of their judgments and sentences.

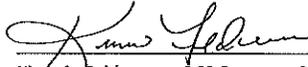
DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**SWEETWATER COUNTY (SWC)**

Attest:

\_\_\_\_\_  
Wally Johnson, Chairman

\_\_\_\_\_  
Board Secretary

  
\_\_\_\_\_  
Kimmie Felderman, DSP Program Coordinator/Caseworker

**CITY OF ROCK SPRINGS, WYOMING**

Attest:



  
\_\_\_\_\_  
Carl R. Demshar, Mayor

Sweetwater County DSP

731 C Street, Ste. 600  
Rock Springs, WY 82901  
(307) 922-5274



7/10/13

July 5, 2013

Rock Springs Municipal Court  
212 D Street  
Rock Springs, WY 82901

Attn: Judge G. Scott Nelson

Your Honor,

*Kimie - Please have both  
copies of the agreement signed,  
and return one copy to me.  
Thanks.*

*Janine Hood  
Deputy City Clerk*

I've enclosed a copy of the proposed Memorandum of Agreement with the city of Rock Springs for the current fiscal year that began July 1, 2013. I used the same format and wording that we've used in the previous years.

I've included copies of last year's MOA and Resolution. I expect that the County Commissioners will place the formal acceptance on their agenda, as in the past, when the paperwork is received from the Rock Springs City Clerk.

If there are any changes that need to be made or if you have any questions or concerns, please let me know.

Thank you for your continued support of the DSP Program.

Sincerely,

Kimie Felderman  
Program Coordinator/ Caseworker  
Sweetwater County DSP  
731 C Street, Suite 600  
Rock Springs, WY 82901  
(307)922-5274  
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1/1/13  
[Signature]

RESOLUTION NO. 2013- /07

A RESOLUTION ACCEPTING AND APPROVING A MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF ROCK SPRINGS, WYOMING, AND THE COUNTY OF SWEETWATER, WYOMING, AND AUTHORIZING CARL R. DEMSHAR, JR., AS MAYOR OF THE CITY OF ROCK SPRINGS, WYOMING, AND LISA M. TARUFELLI, AS CITY CLERK OF THE CITY OF ROCK SPRINGS, WYOMING, TO EXECUTE SAID MEMORANDUM OF AGREEMENT ON BEHALF OF THE CITY.

WHEREAS, Sweetwater County (SWC) collects and dispenses all monies secured by grant or otherwise for the DUI Supervised Probation Program (DSP); and

WHEREAS, DSP has in the past, and will in the future provide a unique function to the City of Rock Springs by supervising individuals sentenced in Rock Springs Municipal Court for Driving Under the Influence of Alcohol related offenses; and

WHEREAS, the City of Rock Springs desires to have DSP continue such activities to assure drunk driver compliance with their mandated probationary terms, and DSP desires to do so, but requires financial assistance in order to carry out its activities; and

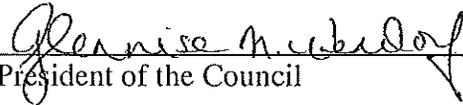
WHEREAS, the amount of Ten Thousand Dollars and No Cents (\$10,000.00) from the City of Rock Springs, payable in quarterly installments of Two Thousand Five Hundred Dollars and No Cents (\$2,500.00), on September 30, 2013; December 31, 2013; March 31, 2014; and June 20, 2014, or as close hereto as is convenient for the City of Rock Springs.

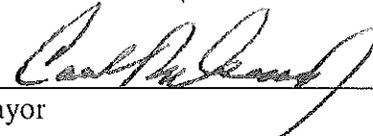
NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF ROCK SPRINGS, STATE OF WYOMING:

Section 1. That the terms and conditions of the Memorandum of Agreement between the City of Rock Springs and the County of Sweetwater, Wyoming, attached hereto and by this reference made a part hereof, is hereby accepted and approved by the City of Rock Springs, Wyoming.

Section 2. That the Mayor of the City of Rock Springs be, and he is hereby, authorized, empowered and directed to execute said Memorandum of Agreement on behalf of said City; and that the City Clerk of said City, be and she is hereby, authorized and directed to attest to said Memorandum of Agreement and to attach to said Memorandum of Agreement a certified copy of this resolution.

PASSED AND APPROVED this 16th day of July, 2013.

  
\_\_\_\_\_  
President of the Council

  
\_\_\_\_\_  
Mayor

Attest:

  
\_\_\_\_\_  
City Clerk

THE STATE OF WYOMING )  
COUNTY OF SWEETWATER) ss.  
CITY OF ROCK SPRINGS )

I, Carl R. Demshar, Jr., Mayor of the City of Rock Springs, Wyoming, do hereby proclaim that the foregoing Resolution of the said City of Rock Springs was, on the date thereof, duly and regularly passed and approved by the City Council of the said City of Rock Springs and by the Mayor of said City and attested by the City Clerk of said City, and I do hereby proclaim the same to be in full force and effect from and after the date of its passage and approval.

  
\_\_\_\_\_  
Mayor

THE STATE OF WYOMING )  
COUNTY OF SWEETWATER) ss.  
CITY OF ROCK SPRINGS )

I, Lisa M. Tarufelli, City Clerk of the City of Rock Springs, Wyoming, do hereby certify that on this 16<sup>th</sup> day of July, 2013, the foregoing Resolution of the City of Rock Springs was proclaimed by the Mayor of said City to be in full force and effect from and after the passage thereof as set forth in said Resolution, and that the same was posted by me in the office of the City Clerk as directed by the City Council on the 16<sup>th</sup> day of July, 2013, at 7:15 p.m. of said day.

  
\_\_\_\_\_  
City Clerk