

**NOTICE - SWEETWATER COUNTY
BOARD OF COUNTY COMMISSIONERS
WILL MEET IN REGULAR SESSION
Tuesday, August 20, 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: 8-6-13

ACCEPTANCE OF BILLS

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

PUBLIC HEARING

Budget Amendments:
Sweetwater County Museum
Guardian ad Litem and Court Library

COMMISSIONER COMMENTS/REPORTS

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

COUNTY RESIDENT CONCERNS

9:30

ACTION/PRESENTATION ITEMS

9:40 Approval of Human Service Contracts

9:45 Appeal of Denied Permit Filed by Dan Adams
for a Shed that exceeds the Square Footage of
the House

- 9:55** Historic Racing
- 10:10** County Commissioners 2013 Renewal Scholarship
- 10:15** 333 Broadway Building "Name that Building Contest"
- 10:25** Approval of the FY 2013-2014 CMAQ Grant Agreements
- 10:30** Request to Replace Vacant Position in Detention Center
- 10:35** SWCO Ambulance Service Board- Rock Springs, Report to BOCC
- 11:05** Request and Discuss County Assistance and Development to the Waterline West of Jamestown

OTHER

11:25

EXECUTIVE SESSION(S) AS NEEDED

LUNCH

PUBLIC HEARING @ 1:30

Language Amendment- Zoning Resolution
Temporary Uses

Language Amendment- Zoning Resolution
Fuel Regulations

ACTION/PRESENTATION ITEMS CONTINUED

- 2:00** Appeal of Denied Zoning Permit Filed by Isaiah Attebury & Melissa Perkins at 6 Beverly Hills Drive for a Proposed Horse Barn and Riding Arena which Exceeds the Square Footage of the Residence

ADJOURN

August 6, 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.

Approval of Agenda

Commissioner West moved to approve the agenda. Commissioner Kolb seconded the motion. After a brief discussion, the motion was approved unanimously.

Approval of Minutes 7-16, 2003

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

Acceptance of Bills

Approval of County Vouchers/Warrants, Monthly Reports, Bonds (Official Bond and Oath) and Abates/Rebates

Commissioner West moved to approve the acceptance of the bills which includes the county vouchers/warrants, monthly statements, bonds (official bond and oath) and the abates/rebates. Commissioner Kolb seconded the motion. With no discussion, the motion was approved unanimously.

WARR#	NAME	DEPT	TOTAL
	Salaries (Net)		428,541.65
55684	Capital Business Systems	Clk, Treas	84.54
5	Centurylink	Grants Proj, Flt Veh Main, RS Off Bld A, Fire Marshal, Commiss, Juv Prob, GR Fcl Mt CH, Land Use, Coroner	452.10
6	Centurylink	Clk, Treas, Assess, Shrf, Co Atrny, GR Cir Court, Clk Dist Crt, Road & Bridg, Elect, Comm Dev&Eng, Human Resour, Purchasing, Grants Admin	995.34
7	Centurylink	Commiss, Clk, Treas, Assess, Co Atrny, Juv Prob, GR Cir Court, IT Dept, GR Fcl Mt CH, Land Use, Comm Nur-Hom	1,452.27
8	Centurylink	Shrf, Clk Dist Crt, Road & Bridg, Elect, Comm Dev&Eng, Human Resour, Purchasing, Grants Admin, Shrf Emg Mgt, Comm Nur-Hom, Vet Services	1,962.26
9	Centurylink	IT Dept	1,117.98
55690	Centurylink	Elect	25.39
1	Centurylink	Shrf	70.95
2	Cigna	Human Svcs	18.24
3	Delta Dental	Intr Gv Pool	2,065.50
4	HCC Life Insurance Comp	Intr Gv Pool	23,476.16
5	Home Depot Credit Service	Shrf Dtn Mnt, GR Fcl Mt CH	317.90
6	Home Depot Credit Service	GR Fcl Mt CH	702.39
7	Paetec	Commiss, Clk, Treas, Assess, Shrf, Co Atrny, Juv Prob, Grants Proj, GR Cir Court, IT Dept, Coroner, Land Use, Clk Dist Crt	298.32
8	Paetec	GR Fcl Mt CH, Road & Bridg, Flt Veh Main, Elect, Comm Dev&Eng, Human Resour, Purchasing, Grants Admin, RS Off Bld A, Shrf Emg Mgt, Fire Marshal, Comm Nur-Hom	323.28
9	Payment Remittance Center	Coop Ext/4H, Shrf, Land Use	3,438.57
55700	Payment Remittance Center	Fire Marshal, Elect	198.65
1	Payment Remittance Center	Fire Marshal, Elect	185.23
2	Payment Remittance Center	GR Fcl Mt CH	184.07
3	Payment Remittance Center	Vet Services	197.10
4	Payment Remittance Center	Vet Services	29.19
5	Payment Remittance Center	Fire Marshal, Elect, Co Atrny, Commiss, Land Use	1,034.52
6	Payment Remittance Center	Elect, Fire Marshal, Comm Dev&Eng, Co Atrny, Shrf Dtn Mnt	7,299.85
7	Payment Remittance Center	Shrf	1,928.00
8	Payment Remittance Center	Coroner	52.54
9	Questar Gas	GR JV Maint, GR Fcl Mt CH, GR Cir Court, GR Rsvlt Mai, GR Wrhs Main, GR Rd & Brdg	1,087.39
55710	Rocky Mtn Power	RS R&B Lagoo, GR Fcl Mt CH, RS Veh Maint, Thmpsn Bld A,	

		JV 731 Bld D, RS Off Bld A, Att Bld 731C, RS 333 Bdwy	5,523.80
1	Satcom Global Fze	Coroner	136.32
2	Shepard Construction Inc	Capital Proj	87,390.00
3	Sweetwater County Insurance	Employee Ben, Human Svcs, Intr Gv Pool	49,929.80
4	Sweetwater County Insurance	Employee Ben	240,977.50
5	Verizon Wireless	Shrf, Shrf Emg Mgt, Fire Marshal, Vet Services, IT Dept, Commiss, Elect, Co Atrny	1,031.05
6	Vision Service Plan	Human Svcs, Intr Gv Pool, Employee Ben	4,908.66
7	Walmart Community/Gecrb-P	Fire Marshal	19.54
8	West Side Water & Sewer Dist	RS Mnt/C Pur, Shrf Dtn Mnt	2,199.50
9	Wex Bank	Shrf	19,614.19
55720	Wyoming Dept Of Workforce	Shrf Dtn Mnt, Shrf Emg Mgt	130.24
55721	Wyoming Waste Services -	RS Rd & Brdg	155.18
55983	Amazon	Treas, Fire Marshal, Coroner, Clk Dist Crt	814.16
4	Centurylink	Co Atrny, Grants Proj, GR Cir Court, Clk Dist Crt, GR Fcl Mt CH, Flt Veh Main, Human Resour, Purchasing, Grants Admin, Land Use, RS Off Bld A, Comm Nur-Hom	1,305.94
5	Centurylink	Commiss, Clk, Treas, Assess, Shrf, Juv Prob, IT Dept, Coop Ext/4H, Road & Bridg, Elect, Comm Dev&Eng, Shrf Emg Mgt, Fire Marshal	3,846.45
6	Centurylink	Commiss, Clk, Treas, Assess, Shrf, Co Atrny, Juv Prob, Grants Proj, GR Cir Court, IT Dept, Land Use, Clk Dist Crt, GR Fcl Mt CH	347.31
7	Centurylink	Road & Bridg, Elect, Capital Proj, Comm Dev&Eng, Grants Admin, Shrf Emg Mgt, Vet Services, Human Resour, Purchasing, Comm Nur-Hom	336.17
8	Paradigm System Solutions	Grants Proj	32,429.72
9	Questar Gas	RS 333 Bdwy, Facil 731C C, RS Off Bld A, JV 731 Bld D, Thmpsn Bld b, Thmpsn Bld A, RS Rd & Brdg, RS Veh Maint, Shrf Dtn Mnt, RS Mnt/C Pur	3,754.36
55990	R S Refrigeration Supply	Shrf Dtn Mnt	132.17
1	Rocky Mtn Power	GR Rd & Brdg, GR Wrhs Main	121.83
2	Union Telephone Company Inc	Assess, Co Atrny, Clk, Shrf Emg Mgt, Grants Admin, Road & Bridg, Clk Dist Crt, Commiss, GR Fcl Mt CH, Land Use, Vet Services	385.46
3	Union Telephone Company Inc	Commiss, IT Dept, Coroner, GR Fcl Mt CH, Fire Marshal, Comm Dev&Eng, Land Use, Purchasing, Road & Bridg, Juv Prob, Co Atrny, Coop Ext/4H	3,217.21
4	Union Telephone Company Inc	Shrf Dtn Mnt, Shrf	2,494.37
5	Walmart Community/Gecrb-S	Shrf Dtn Mnt, Shrf	677.71
6	Walmart Community/Gecrb-S	Shrf Dtn Mnt	360.10
7	Wells Fargo	Shrf Dtn Mnt, Shrf, Shrf Emg Mgt	433.03
8	Wells Fargo	Shrf	3,344.76
9	Bank Of The West	Gen Accts	117,274.07
56000	Cigna	Gen Accts, Employee Ben	45.26
1	Sweetwater County Section	Gen Accts	7,330.62
2	Valic	Gen Accts	250.00
3	Wyoming Dept Of Workforce	Gen Accts, Clk, Vet Services	6,332.14
4	Wyoming Retirement System	Gen Accts	3,042.30
5	058-Ncpers Group Life Ins	Gen Accts	16.00
6	Capital Business Systems	Shrf Emg Mgt, Clk, Treas	71.46
7	Rocky Mtn Power	GR JV Maint, GR Cir Court, GR Fcl Mt CH, GR Rsvlt Mai	11,762.65
8	Union Telephone Company Inc	Elect	43.92
9	Verizon Wireless	Fire Marshal, Shrf	976.90
56010	West Side Water & Sewer Dist	RS Mnt/C Pur, Shrf Dtn Mnt	2,199.50
56059	Accreditation Audit & Risk	Shrf Dtn Mnt	1,060.00
56060	Ace Hardware	GR Fcl Mt CH, Road & Bridg	196.02
1	Ace Hardware #11263-C	GR Fcl Mt CH, Road & Bridg	183.75
2	Ace Hardware #11263-C	GR Fcl Mt CH, Road & Bridg	246.77
3	Advanced Medical Imaging	Coroner	206.13
4	Afatasi, Esekia	Shrf	153.00
5	Airgas Usa LLC	Flt Veh Main	21.75
6	Alcohol & Drug Testing Serv	Shrf Dtn Mnt	455.00
7	Allbright, David	GR Fcl Mt CH	10.38
8	Alpine Pure Bottled Water	Vet Services, Co Atrny	101.00
9	Auto Parts Unlimited	Road & Bridg	413.94

56070	Autospa Inc	GR Fcl Mt CH	28.30
1	Awards Unlimited & Engraving	Road & Bridg	39.80
2	Battery Systems	Road & Bridg	468.50
3	Behavioral Interventions	Grants Proj	204.96
4	Bennett Paint & Glass	GR Fcl Mt CH	660.40
5	Bob Barker Company Inc	Shrf Dtn Mnt	4,920.33
6	Bookcliff Sales Inc	Road & Bridg	97.83
7	Buckboard Marina	Shrf	214.19
8	Bunning, Lisa	Co Atrny	14.02
9	C & J Enterprises	GR Fcl Mt CH	2,184.00
56080	Carquest Auto Parts	Flt Veh Main, Road & Bridg	26.94
1	Carquest Auto Parts	Road & Bridg, Flt Veh Main	1,223.32
2	Carrier Corporation	GR Fcl Mt CH, Shrf Dtn Mnt	5,066.20
3	Cartegraph Systems Inc	Comm Dev&Eng	4,120.00
4	CDW Government, Inc.	Comm Dev&Eng	152.29
5	City Of Green River	Animal Cntrl	970.00
6	City Of Rock Springs	Animal Cntrl	1,907.02
7	CNS Medical Group PC	Shrf Dtn Mnt	365.00
8	Coalition Of Local Govmnts	Gen Co Admin	15,000.00
9	Communication Technologies	Shrf, Shrf Emg Mgt	297.00
56090	Copier & Supply Co Inc	Shrf, Purchasing, Vet Services, Assess, Clk, Commiss, Land Use, Clk Dist Crt, Co Atrny	901.72
1	Copier & Supply Co Inc	Land Use, Shrf Dtn Mnt, Clk Dist Crt, Co Atrny	1,968.65
2	Cummins Rocky Mountain LLC	Capital Proj	2,624.11
3	Davies, Adam D	Co Atrny	3,025.00
4	Davis, Steven Dale	Elect	208.06
5	Debernardi, Damon A	Co Atrny	444.63
6	Dell Marketing L P	Treas	37.49
7	Divis, David S	Assess	127.69
8	DJ's Glass	Road & Bridg	980.00
9	Drinkle, Patricia W	Assess	127.69
56100	Eastin, Vickie	Elect	545.32
1	Electrical Connections In	GR Fcl Mt CH	691.56
2	F B McFadden Wholesale Co	Shrf Dtn Mnt	111.60
3	F B McFadden Wholesale Co	Shrf Dtn Mnt, Shrf	5,734.14
4	Fastenal Company	GR Fcl Mt CH	3.02
5	Felderman, Kimmie	Grants Proj	69.94
6	Fett, Joyce A	Shrf	406.81
7	Fleetpride	Road & Bridg	233.68
8	Fremont Motor Rock Spring	Road & Bridg, Flt Veh Main	322.88
9	FSH Communications, LLC	Shrf Dtn Mnt	70.00
56110	G & K Services	Road & Bridg	810.42
1	G & K Services	Road & Bridg	90.27
2	Garris, Steven M	Shrf	29.54
3	Grainger	Shrf	85.99
4	Greenline Equipment	Road & Bridg	2,800.00
5	Hamner, Tanya	Coop Ext/4H	974.79
6	Hampton Inn & Suites	Co Atrny	316.00
7	Harrington & Company	GR Fcl Mt CH	81.07
8	Haskell, Larry R.	Shrf	8.63
9	High Security Lock & Alarm	GR Fcl Mt CH	56.50
56120	Holiday Inn Express -Chey	Shrf	139.99
1	Homax Oil Sales Inc	Shrf, Road & Bridg	30,353.07
2	Horizon Laboratory Llc	Coroner	998.00
3	Howard Supply Company, LLC	Road & Bridg	448.02
4	IBS Incorporated	Flt Veh Main	652.21
5	Industrial Hoist And Crane	Road & Bridg	171.38
6	Industrial Solutions Inc	GR Fcl Mt CH	717.00
7	Industrial Supply	Commiss, Clk Dist Crt, Road & Bridg	118.08
8	Intermountain Equipment S	Road & Bridg	295.00
9	Ipromo	Shrf	1,562.50
56130	ISC Inc	Shrf Dtn Mnt	1,659.93
1	J & S Solar Products	Flt Veh Main	90.00
2	Jack's Truck & Equipment	Road & Bridg	1,802.58
3	Jenny Service Co	Shrf Dtn Mnt	2,217.82
4	Joint Powers Telecom Board	IT Dept	36,540.00
5	K-Motive & Sports	Flt Veh Main	819.92
6	Kenworth Sales - Rock Springs	Road & Bridg	207.38
7	Krazy Moose	Co Atrny	148.40
8	Kroger - Smith's Customer	Coop Ext/4H	71.39
9	Kroner III MD L F	Shrf Dtn Mnt	7,732.00
56140	L N Curtis & Sons	Fire Marshal	42.94
1	Lake, Cassandre R.	Co Atrny	55.34
2	Lawn World	GR Fcl Mt CH, Shrf Dtn Mnt	3,050.00
3	Lawson Products Inc	Road & Bridg	959.92
4	Lea/Aid Acquisition Compa	Shrf	208.00
5	Lewis And Lewis Inc	Road & Bridg	943.34
6	Lippman, Leonard	Shrf	93.30
7	Local Government Liability	Risk Mngmt	154,105.00
8	Lyle Signs Inc	Road & Bridg	2,965.26
9	Macy's Truck Repair Inc	Road & Bridg	34.17
56150	Manpower	GR Fcl Mt CH	7,725.33

1	Marchal, Krisena	Grants Admin	27.50
2	Matthew Bender & Co Inc	Shrf Dtn Mnt	464.39
3	Max Service Specialty Inc	Road & Bridg	422.00
4	McBride, Ryan	Shrf	153.00
5	McKee Foods Corporation	Shrf Dtn Mnt	575.04
6	Meadow Gold Dairy	Shrf Dtn Mnt	2,471.71
7	Medicalproducts LTD Inc	Coroner	408.32
8	Memorial Hospital Of SW Co	Title 25	32,604.97
9	Mendenhall Equipment Co.	Shrf Dtn Mnt	1,373.86
56160	Modern Electric Company	Capital Proj	39,891.59
1	Moore Medical, LLC	Shrf Dtn Mnt	167.35
2	Moore, Danielle	Co Atrny	13.04
3	Mountain West Business So	Juv Prob	30.00
4	Mountainland Supply Company	GR Fcl Mt CH	300.40
5	National Business Systems	Treas	2,062.08
6	Net Transcripts Inc	Co Atrny	828.90
7	Nicholas & Company	Shrf Dtn Mnt	3,033.50
8	Norco Inc	GR Fcl Mt CH	222.07
9	Office Depot Inc	Commiss	101.99
56170	Pacific Steel & Recycling	GR Fcl Mt CH, Road & Bridg	474.33
1	Pinedale Roundup Rough	GR Fcl Mt CH	48.95
2	Plan One/Architects	Capital Proj	118,932.97
3	Pms Screen Printing	Fire Marshal	406.00
4	Professional Systems Tech	Shrf Dtn Mnt	1,195.94
5	Public Defender	Public Defnd	5,000.00
6	Public Safety Center, Inc	Shrf	210.67
7	Quill Corporation	Shrf Dtn Mnt, Purchasing, GR Fcl Mt CH, Coop Ext/4H, Flt Veh Main, Assess, Clk, Treas	82.33
8	Quill Corporation	Clk Dist Crt, Treas, Shrf, Clk, Shrf Dtn Mnt, Flt Veh Main, Co Atrny, Vet Services, Coop Ext/4H, Fire Marshal, GR Fcl Mt CH	624.85
9	Quill Corporation	GR Fcl Mt CH, Fire Marshal, Shrf, Clk, Shrf Dtn Mnt, Commiss, Co Atrny, Treas, Land Use, Clk Dist Crt	1,686.00
56180	Quill Corporation	Shrf Emg Mgt, Clk Dist Crt, Shrf, Treas	3,182.53
1	R S Refrigeration Supply	GR Fcl Mt CH	19.19
2	Real Kleen Inc	Shrf Dtn Mnt	710.90
3	Riverside Nursery	Shrf Dtn Mnt	234.95
4	Rock Springs Chamber Of Comm	Commiss, Gen Accts	187.50
5	Rock Springs Newspapers Inc	Comm Dev&Eng	127.00
6	Rock Springs Newspapers Inc	Treas	11,651.32
7	Rock Springs Newspapers Inc	Land Use	194.94
8	Rock Springs Winnelson Co	GR Fcl Mt CH	58.36
9	Rocky Mountain Home Care	Shrf Dtn Mnt	14,026.66
56190	Rocky Mountain Wash, LLC	GR Fcl Mt CH	10.25
1	Rocky Mtn Information Net	Shrf	200.00
2	Ron's Ace Rentals	Flt Veh Main, Road & Bridg	240.50
3	Safety-Kleen Systems Inc	Road & Bridg	221.62
4	Shadow Mountain Water	Vet Services	27.00
5	Shopko Hometown - Pharmacy	Shrf Dtn Mnt	3,331.95
6	Skaggs Companies	Shrf, Shrf Dtn Mnt	642.49
7	Skaggs Companies	Shrf, Shrf Dtn Mnt	1,144.75
8	Smyth Printing Inc	Road & Bridg	211.03
9	Snap On Tools	Road & Bridg	1,087.10
56200	Standard Plumbing Supply	Shrf Dtn Mnt	297.90
1	Sterling Communications	Fire Marshal, Road & Bridg, Shrf Dtn Mnt	4,395.34
2	Sw-Wrap	Grants Proj	2,136.71
3	SWCO Conservation District	Conservation	8,205.03
4	Sweetwater Co Circuit Court	Co Atrny	40.00
5	Sweetwater Medics LLC	cr ambul svc	21,697.20
6	Sweetwater Plumbing & Heat	GR Fcl Mt CH, Shrf Dtn Mnt	287.20
7	Sweetwater Trophies	Clk Dist Crt	540.36
8	Sweetwater Urology	Shrf Dtn Mnt	20.00
9	Swick's Matco Tools	Flt Veh Main	198.82
56210	Swisher Hygiene Franchise	Shrf Dtn Mnt	1,446.03
1	The Bike And Trike	GR Fcl Mt CH	364.99
2	The Tire Den Inc	Road & Bridg	2,054.65
3	The Tire Den Inc	Road & Bridg	1,282.00
4	Thos Y Pickett & Company	Assess	40,000.00
5	Tony Avendorph Associates	Shrf	1,153.00
6	Tri Air Testing Inc	Fire Marshal	154.00
7	Tyler Technologies Inc	Capital Proj	11,055.00
8	U S Foods Inc	Shrf Dtn Mnt	2,813.59
9	United Site Services Of N	RS R&B Lagoo	140.08
56220	United Truck & Equipment	Road & Bridg	276.20
1	Vaughn's Plumbing & Heating	GR Fcl Mt CH, Capital Proj	1,147.50
2	Vehicle Lighting Solution	Road & Bridg	383.77
3	W A R M Property Insurance	Risk Mngmt	224,725.57

4	Western Wyoming Community	Grants Proj	420.00
5	Western Wyoming Community	Coop Ext/4H	3,550.00
6	Whisler Chevrolet Company	Flt Veh Main	340.28
7	White Mountain Lumber	GR Fcl Mt CH, Road & Bridg	528.14
8	Wilkerson IV MD PC, James	Coroner	1,040.00
9	Wyoming Conf Of Building	Land Use	50.00
56230	Wyoming Coroner's Assn	Coroner	125.00
1	Wyoming Dept Of Trans.	Capital Proj	654.60
2	Wyoming Machinery Company	Road & Bridg	612.61
3	Wyoming Machinery Company	Road & Bridg	3,971.76
4	Wyoming Pathology Inc	Coroner	2,400.00
5	Wyoming.COM	IT Dept, Road & Bridg	4,290.80
6	Young At Heart Senior Cit	Grants Proj	2,312.83
56237	Zumbrennen's American Car	Road & Bridg	16.19
GRAND TOTAL			2,011,369.45

The following unlisted warrants are payroll warrants: 55722 – 55982. Unlisted warrants 56011 – 56058 are payroll warrants that will not be approved until the next BOCC meeting.

The following bonds were placed on file:

Allen Wilson Sweetwater County Recreation Board - Treasurer \$10,000.00

TAXPAYER	VALUATION	TAXPAYER	VALUATION
CUTTING EDGE CURBING	-62	EOG RESOURCES INC	-3,584
CUTTING EDGE CURBING	-53	YATES PETROLEUM CORP	-6,443
CUTTING EDGE CURBING	-46	YATES PETROLEUM CORP	-6,591
CUTTING EDGE CURBING	-40	YATES PETROLEUM CORP	-15,531
A S A P ERRAND SERVICE	-1,864	ANADARKO E&P CO LLP	-16,677
A S A P ERRAND SERVICE	-1,697	ANADARKO E&P CO LLP	-43,997
XEROX LEASE EQUIP LLC	-98	ANADARKO E&P CO LLP	-5,951
SLAGS WELDING	-315	ANADARKO E&P CO LLP	-6,578
DEVON ENERGY PROD CO LP	-72,097	ANADARKO E&P CO LLP	-3,500
DEVON ENERGY PROD CO LP	-95,248	ANADARKO E&P CO LLP	-13,579
GOLDEN ENERGY PARTNERS LLC	-8,066	ANADARKO E&P CO LLP	-137,913
G&H RESOURCES	-2,703	ANADARKO E&P CO LLP	-3,204
BP AMERICA PROD CO	-1,682	ANADARKO E&P CO LLP	-357,452
BP AMERICA PROD CO	-68,197	ANADARKO E&P CO LLP	-3,764
BP AMERICA PROD CO	-196,971	ANADARKO E&P CO LLP	-12,913
BP AMERICA PROD CO	-762	MARATHON OIL CO	-577
BP AMERICA PROD CO	-798	YATES PETROLEUM CORP	-767
BP AMERICA PROD CO	-4,395		

Commissioner Comments/Reports

Chairman Johnson

Chairman Johnson reported that the governor attended the CDC Ribbon Cutting in Green River and the NHFR and expressed his appreciation that the governor has been willing to come to Sweetwater County. Chairman Johnson attended a CLG meeting in Kemmerer regarding the transportation plan and the Rock Springs RMP and expressed his feelings that the commission representing Sweetwater County should continue to have some say in the plan. Chairman Johnson spoke that he was asked to testify in Casper in front of the EPA on the haze rules as they are being implemented in our area. Chairman Johnson met with the new superintendent of schools for School District #1, the conservation district regarding roads and with the WLCI concerning project proposals. Chairman Johnson noted that he has been asked to serve on a search and selection committee to find a replacement for Cindy DeLancey who has resigned as Executive Director of the WCCA.

Commissioner Van Matre

Commissioner Van Matre reported that he appreciates the way the county works together to solve problems. Commissioner Van Matre expressed that this year's county fair was a good experience and that he enjoyed his volunteerism. Commissioner Van Matre visited with Director of Juvenile Probation Karin Kelly and met with IT Director Tim Knight and noted that they have completed software programs in the Assessor's office. Commissioner Van Matre reported that they are making progress with the software at 333 Broadway with a goal for financial implementation of October 1st. Commissioner Van Matre visited with Museum Director Ruth Lauritzen concerning budget issues, Grants Manager Krisena Marchal, and Ann Owen from the CDC who gave him a tour of the facility. Chairman Johnson noted the importance of obtaining an occupancy permit for the Rock Springs CDC.

Commissioner Kolb

Commissioner Kolb reported that he attended the Airport Board meeting, a Fair Board meeting, and a Skywest meeting in St. George Utah. Commissioner Kolb publicly thanked Greene's Energy Services Inc. who flew them down on their aircraft and noted that they care about the airport and that he appreciated their help. Commissioner Kolb reported that the National Finals Rodeo was a fantastic event

and shared his feeling that it will generate future business for Sweetwater County. Commissioner Kolb expressed that the Sweetwater County Fair was well attended, noted that it is the second largest fair in Wyoming, and thanked the office staff for their hard work. Commissioner Kolb reported that he met with Judge James regarding the GAL program, County Treasurer Robb Slaughter, County Assessor Pat Drinkle, County Clerk Dale Davis, and Land Use Director Eric Bingham

Commissioner Bailiff

Commissioner Bailiff reported that he attended the Ribbon Cutting ceremony for the Green River CDC and the NHFR reception for the governor. Commissioner Bailiff mentioned that he attended the rodeo and toured vendor displays which were very impressive. Commissioner Bailiff reported that he met with Road & Bridge Forman Tony Carson from the Road and Bridge department and visited the fire warden regarding concerns with heating, cooling and ventilation in his building. Commissioner Bailiff noted that he attended the Red Desert Roundup Rodeo. Commissioner Bailiff spoke that he attended a Recreation Board meeting and met with a member of the Sheriff's office and with Emergency Management. Commissioner Bailiff noted that he met with Bruce Thomson, Clear View Improvement & Service District Board Treasurer, and that District Operations Supervisor Margaret Jones had put together an informational packet to present to the commission. Lastly, Commissioner Bailiff complimented the County Clerk's office for their efficiency in quickly processing payroll with the new system.

Commissioner West

Commissioner West reported that he attended a Southwest Counseling Service meeting and noted that they have two new members. Commissioner West spoke that he attended a Memorial Hospital Finance and Audit Committee meeting and noted that the Medical Office Building has run into delays with the anticipated completion date. Commissioner West shared that CEO Jerry Klein would like to know when a good time would be for the commissioners to be given a tour. Commissioner West shared the new positions that have been hired in the last few months noting that they have filled all hires needed for the cancer center. Commissioner West spoke that he attended several fair activities and that they were well organized and ran smoothly. Commissioner West reported that the Board of Health hired Dr. Grant Christensen as their new director. Lastly, Commissioner West noted that Farson-Eden is having a meeting on August 7th with the Wyoming Water Development Commission in regard to their community water system that he will attend which could prevent him from attending the Memorial Hospital Board meeting.

County Resident Concerns

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

Action/Presentation Items

Parks & Recreation Board Appointment

Chairman Johnson noted that Dr. Shelly Wall had declined her appointment due to serving on another committee. Following a brief discussion, *Commissioner Bailiff nominated Mary (Robin) Lonnevik. Commissioner Kolb seconded the motion.* After a brief discussion, the motion was approved unanimously.

Break

Chairman Johnson called for a five minute break

Request Approval of 2013 Mill Levies

Sweetwater County Assessor Pat Drinkle presented the 2013 Mill Levy worksheet. Following discussion, Chairman Johnson entertained a motion to approve the Mill Levies as presented by Pat Drinkle, County Assessor. *Commissioner Van Matre so moved to approve. Commissioner West seconded the motion.* After further discussion, the motion was approved after a roll call vote with Chairman Johnson and Commissioners West and Van Matre voting aye and Commissioners Bailiff and Kolb voting nay.

Request Approval to Replace Vacant Position in Attorney's Office

County Attorney Brett Johnson requested approval to replace a vacant position in the attorney's office. Chairman Johnson entertained a motion to approve the request. *Commissioner Van Matre so moved. Commissioner Bailiff seconded the motion.* With no discussion, the motion was approved unanimously.

Approval of the FY 2014 Services to Victims of Crime Grant Documents

Grants Manager Krisena Marchal presented the Approval of the FY 2014 Services to Victims of Crime grant documents and requested a motion to approve and authorize the chairman to sign. County Attorney Brett Johnson noted that the grant has been in effect for a long time. Following discussion, *Commissioner West moved to accept the FY 2014 Services to Victims of Crime grant contract. To approve and authorize the Chairman to sign the Certified Assurances and Special Provisions related to the FY 2014 Services to Victims of Crime grant and to approve, and authorize the Chairman to sign, the Division of Victim Services subgrantee audit requirements. Commissioner Kolb seconded the motion.* After further discussion, the motion was approved unanimously

David Allison's Contract Extension-Public Lands

Public Lands Director Mark Kot presented Resolution 13-08-CC-04 to extend a contract for Mr. David Allison to assist Sweetwater County in completing the update of the federal lands portion of the Sweetwater County comprehensive plan. Following discussion, Chairman Johnson entertained a motion to approve Resolution 13-08-CC-04. *Commissioner Bailiff so moved. Commissioner Van Matre seconded the motion.* With no discussion, the motion was approved unanimously.

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 6th 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

Reid West, Member

Attest: Consultant

Steven Dale Davis
County Clerk

David L. Allison

Approval of Human Service Contracts

Accounting Manager Bonnie Phillips presented several Human Services contracts prepared by the County Attorney's office and signed by the agencies. Following discussion, *Commissioner Bailiff moved to approve all of these Human Service contracts. Commissioner Kolb seconded the motion.* With no discussion, the motion was approved unanimously.

Break

Chairman Johnson called for a five minute break.

Approval of the Enhanced Air Service Cooperative Agreement

Accounting Manager Bonnie Phillips presented the Enhanced Air Service Cooperative Agreement to be approved and signed. She noted that it has already been budgeted for. Following a brief discussion, Chairman Johnson entertained a motion to approve, and authorize the Chairman to sign, the Enhanced Air Service Cooperative Agreement. *Commissioner Kolb made the motion to approve the Enhanced Air Service Cooperative Agreement and have the Chairman sign. Commissioner Van Matre seconded the motion.* With no discussion, the motion was approved unanimously.

Federal Grant-Rehabilitate Runway 3/21

Airport Manager Terry Doak presented a Federal Grant to Rehabilitate Runway 3/21. Following discussion, Chairman Johnson entertained a motion to have the grant agreement approved as presented and authorize the Chairman to sign. *Commissioner West so moved. Commissioner Kolb seconded the motion.* With no further discussion, the motion was approved unanimously.

Renewal of BLM Right of Way Grant WYW82646

Public Works Director John Radosevich presented a Renewal of Right of Way Grant WYW82646 Following discussion, Chairman Johnson entertained a motion to approve. *Commissioner Kolb moved to approve. Commissioner Bailiff seconded the motion.* With no further discussion, the motion was approved unanimously.

Application to BLM to Amend Existing BLM ROW Grant for Realignment (1750 feet) of County Road 4-17 (Chilton Road)

Public Works Director John Radosevich presented an application to BLM to amend existing BLM ROW grant for realignment (1750 feet) of County Road 4-17. Following discussion, *Commissioner Kolb moved to approve the request and authorize the chairman to sign. Commissioner West seconded the motion.* With no discussion, the motion was approved unanimously.

Award of the 2013 Paint Striping Contract

Public Works Director John Radosevich and Dinesh P. Sheth from Indo American Engineering, Inc presented the Paint Striping Bid Opening. After a detailed summary of the bids, Mr. Radosevich recommended to award the bid to S & L Industrial for a sum of \$174,618.18 and authorize the chairman to sign all necessary documents. Following discussion, Chairman Johnson entertained a motion to approve the request for \$174,618.18 and authorize the chairman to sign. *Commissioner Van Matre so moved. Commissioner Bailiff seconded the motion.* With no further discussion, the motion was approved unanimously.

GAL and Court Library Discussion

Accounting Manager Bonnie Phillips, Judge James, and Judge Lavery came forward to discuss the budget for the court library and Guardian Ad Litem program. Following discussion, it was acknowledged that purchases for the court library would go through County Purchasing. Deputy County Attorney Cliff Boevers noted that there is a statutory obligation to maintain a law library. The commission directed Accounting Manager Bonnie Phillips to draft a budget amendment adding \$20,000 for the court library.

Regarding the Guardian Ad Litem program, County Attorney Brett Johnson shared that, currently, there has not been an amount budgeted for Sweetwater County but that there is interest in re-involving our county. Judge James noted that Sweetwater County had previously participated in the GAL program but that the attorneys backed out of the program several years ago. She shared that the system has since been improved and that several local attorneys are interested in participating. Commissioner West suggested that the monies budgeted for Clerk of Court for the GAL program be moved into the commissioner's budget. It was decided to draft a budget amendment to move these funds.

Request to Replace the 2009 Dodge 250 Animal Control Truck

Sheriff Haskell presented a request for the replacement of a 2009 Dodge 250 Animal Control truck. Following discussion, *Commissioner Bailiff moved to approve with the understanding that flex fuel will be investigated. Commissioner West seconded the motion.* With no discussion, the motion was approved unanimously.

Approval of the Project Safe Neighborhoods Grant Award

Grants Manager Krisena Marchal and Sweetwater County Sheriff Haskell presented the approval of the Project Safe Neighborhoods grant award for the 2013 Western States Gang Conference and requested a motion to approve and authorize the Chairman to sign. Following discussion, Chairman Johnson entertained a motion to approve, and authorize the Chairman to sign, the approval of the Project Safe Neighborhoods grant award. Following discussion, *Commissioner West moved to accept the Project Safe Neighborhoods grant award for the 2013 Western States Gang Conference. Commissioner Kolb seconded the motion.* With no discussion, the motion was approved unanimously.

Approval of the High Intensity Drug Trafficking Area (HIDTA) 52% Grant Award

Grants Manager Krisena Marchal and Sweetwater County Sheriff Haskell presented the approval of the High Intensity Drug Trafficking Area (HIDTA) 52% grant award and requested a motion to approve and authorize the chairman to sign. Following discussion, Chairman Johnson entertained a motion to approve, and authorize the Chairman to sign, the approval of the High Intensity Drug Trafficking Area (HIDTA) 52% grant award. *Commissioner West moved to approve the HIDTA 52% grant award and accept the 48% grant award and authorize the Chairman to sign. Commissioner Van Matre seconded the motion.* With no discussion, the motion was approved unanimously.

Break

Chairman Johnson called for a five minute break.

Potential Revision in Museum Budget

Museum Director Ruth Lauritzen and Museum Board members Mark Chollak, Judy Graham, Donna Mundschenk and Sweetwater County Accounting Manager Bonnie Phillips appeared before the commission to discuss a shortage in the museum budget. Ms. Lauritzen noted that several cuts have been made, however, there will be insufficient cash on hand to carry them over until the first tax disbursement in October and asked for commission guidance in this matter. Following discussion, *Commissioner West moved to approve a disbursement of \$50,000 to the museum with whatever budget amendment that needs to be done to do so. Commissioner Van Matre seconded the motion.* With no discussion, the motion was approved with Commissioner Kolb voting nay.

Tax Anticipation Agreement between RSNB Bank, the Fair Board and SWCO

Events Complex Accountant Bob Perry was present to request approval of a Tax Anticipation Agreement between RSNB Bank, the Sweetwater County Fair Board, and Sweetwater County. Following discussion, Chairman Johnson expressed that the agreement requires their approval and to authorize the chairman to sign said agreement. *Commissioner Kolb moved to approve. Commissioner West seconded the motion.* With no discussion, the motion was approved unanimously.

Sheriff Haskell served the Sweetwater County Board of County Commissioners with legal papers regarding Rio Vista Water District.

Lunch

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

Public Hearing

Certification of Wind Energy Conversion System Regulations

Land Use Director Eric Bingham presented the certification page and Resolution 13-08-CC-01 Wind Energy Conversion System Regulations noting that, prior to adoption of these rules, they were available for public inspection for more than 45 days and that staff recommendation to the board is to approve Resolution 13-08-CC-01 to repeal and replace Section 18 and to authorize the chairman to sign the certification page. Commissioner Kolb commented on the large amount of time and effort that has gone into drafting these regulations. Chairman Johnson complimented the Planning and Zoning commission and staff due to the long term consequences of these rules. Chairman Johnson opened the meeting to public comment. Attorney Clark Stith addressed the commission in reference to a letter and attachments submitted on August 5, 2013 regarding these regulations. Following discussion *Commissioner Kolb made the motion to approve 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 and authorize the Chairman to sign the certification page. Commissioner Bailiff seconded the motion.* With no discussion, the motion was approved unanimously.

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

Table of Contents

A. Overview.....2

B. Intent and Purposes.....2

C. Definitions2

D. Commercial WECS Facility Application Requirements5

 1) WECS Permit Application Requirements.....6

E. WECS Facility Compliance Standards.....16

 (1) WECS Facility Safety16

 (2) Visual Impacts17

 (3) Natural and Biological Resources18

 (4) Commercial WECS Setbacks and Standards.....22

F. Transportation and Other Public Infrastructure23

 (1) Transportation Plan23

 (2) Road Use and Maintenance Agreement.....24

G. Operations and Maintenance24

H. General WECS Facility Decommissioning, Reclamation, and Financial Assurance25

I. WECS Facility Decommissioning, Reclamation, and Financial Assurance.....26

 (1) WECS Facility Decommissioning.....26

 (2) Interim Reclamation27

(3) Final Reclamation	27
(4) Financial Assurance.....	28
(5) Cost Estimation for Decommissioning and Site Reclamation of WECS.....	28
(6) Variance.....	29
J. Approval Process for WECS Facility Permit	29
(1) Pre-Application Submittal Meeting.....	29
(2) Application Submittal Meeting	29
(3) Completeness Review by Board of County Commissioners	29
(4) Public Hearing by Board of County Commissioners	30
(5) Decision by Board of County Commissioners	30
K. Administration & Enforcement of Commercial WECS.....	30
(1) Liability Insurance.....	30
(2) Transfer of WECS Facility Permits.....	30
(3) Revocation or Suspension of WECS Facility Permit	30
(4) Expiration of WECS Facility Permit	31
(5) Penalties for Violation of Commercial WECS	32
(6) Industrial Siting Council Referral	32
(7) Periodic Inspections	32
L. Construction Permit for Commercial WECS Facility Permit	32
M. Non-Commercial WECS Facility Permit and MET Towers	33
(1) Standards and Application Requirements	33
(2) Administration and Enforcement	34
N. Fees	35
1) WECS Commercial Facility Application	35
2) WECS Construction Use Permit	35

A. Overview

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.

1. 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.

Wyoming State Historic Preservation Office: A letter or report from the Wyoming State Historic Preservation Office addressing any historic, cultural or archaeological resources.

Sweetwater County Conservation District: A letter or report from the Sweetwater County Conservation District addressing soil conditions and erosion within the WECS Facility Area.
- bb. Wyoming Department of Environmental Quality: A letter or report from the Wyoming Department of Environmental Quality addressing any land and water quality issues.

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.

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**

Commercial Wind Generation Device	Minimum Setbacks	Additional, Waivers & Similar
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.

Categories of Commercial Wind Energy Facilities	Regulatory Jurisdiction Regarding Decommissioning, Reclamation, Financial Assurance.
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.I.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 un-climbable.
 - 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 6th day of August, 2013.

THE BOARD OF COUNTY COMMISSIONERS
OF SWEETWATER COUNTY, WYOMING

Wally J. Johnson, Chairman

Gary Bailiff, Member

ATTEST:

John K. Kolb, Member

Don Van Matre, Member

Steven Dale Davis, County Clerk

Reid O. West, Member

Executive Session(s)-Personnel/Legal

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

Chairman Johnson called the meeting back to order and noted that the commission is giving direction to Human Resource to continue on a personnel issue.

Action/Presentation Items Continued

Request Funding for Clearview Improvement and Service District

Acting President & District Board Secretary Carmen Staub, District Operations Supervisor Margaret Jones, resident Ann Splett and daughter of Ms. Jones appeared before the commission to present a formal funding request for the Clearview Improvement and Service District. Ms. Jones made a request for funding for a water system model and sewer system study to determine what exactly is underground so that they can formulate a plan for improvement. Concerns were raised as to appropriate billing for water and sewer. The commission stressed the importance of having a plan in place before asking for funding.

Following discussion, ***Commissioner Bailiff moved to allocate, through the proper budgeting process, \$25,000 for a water system model and sewer system study. Commissioner West seconded the motion.*** After further discussion, the motion was approved after a roll call vote with Chairman Johnson and Commissioners Bailiff and West voting aye and Commissioners Van Matre and Kolb voting nay.

Acceptance of MOA from City of Rock Springs

Sweetwater County DSP Program Case worker Kimmie Felderman presented a Memorandum of Agreement between the City of Rock Springs and Sweetwater County to distribute \$10,000 to the DSP program to offset the cost of monitoring DUI offenders who are sentenced in municipal court. Following discussion, Chairman Johnson entertained a motion to approve the Memorandum of Agreement between the City of Rock Springs and Sweetwater County relative to the DUI supervised probation program and authorize the Chairman to sign said Memorandum of Agreement. ***Commissioner Bailiff so moved. Commissioner Van Matre seconded the motion.*** With no discussion, the motion was approved unanimously.

Adjourn

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

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

THE BOARD OF COUNTY COMMISSIONERS
OF SWEETWATER COUNTY, WYOMING

Wally J. Johnson, Chairman

Gary Bailiff, Member

John K. Kolb, Member

ATTEST:

Don Van Matre, Member

Steven Dale Davis, County Clerk

Reid O. West, Member

	DATE	AMOUNT	WARRANT #S
EAL	8/6/2013	629,527.30	56252-56269
EAL	8/9/2013	115,233.75	56271-56282
EAL	8/12/2013	70.23	56283
EAL	8/16/2013	26,726.96	
EAL	8/20/2013	881,481.08	
EAL			
EAL			
EAL			

Payroll Net

Payroll Checks :

TOTAL AMOUNT \$1,653,039.32

Vouchers in the above amount are hereby approved and ordered paid this date of 08/20/2013

Wally J. Johnson, Chair

Gary Bailiff, Member

John K. Kolb, Member

Don Van Matre, Member

Attest:

County Clerk

Reid O. West, Member

Authorization for Monthly Reports
8-20-13

1. **County Clerk**
2. **Sheriff**
3. **Treasurer**
4. **Clerk of District Court**

THE BOARD OF COUNTY COMMISSIONERS
FOR SWEETWATER COUNTY, WYOMING

Wally J. Johnson, Chairman

Gary Bailiff, Member

John K. Kolb, Member

Attest:

Donald Van Matre, Member

Steven Dale Davis, County Clerk

Reid O. West, Member

MONTHLY STATEMENT

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

COUNTY CLERK		
Recording Fees	16,585.00	
Marriage Licenses	990.00	
Chattel Mortgages	13,189.00	
Motor Certificates of Title	(1923 /TITLES) 27,609.00	25,686.00
Sale of County Property	-	
Miscellaneous Receipts	946.25	
Total Receipts		59,319.25
		(1,923.00)
		57,396.25

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 09 day of August 2013

/s/ Steven Dale Davis COUNTY CLERK
Steven Dale Davis 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 July 31, 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,		5177	50
ASSESSOR,			
.....			
.....			
.....			

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 31 day of July, 2013.

Richard Haskell, County Sheriff



ABSTRACT STATEMENT

OF THE RECEIPTS AND DISBURSEMENTS OF THE COUNTY OF SWEETWATER, IN THE STATE OF WYOMING, FOR THE PERIOD JUNE 30, 2013 TO JULY 31, 2013
(PREPARED UNDER THE PROVISIONS OF SECTION 18-3-515, WYOMING STATUTES, 1977)

STATEMENT OF RECEIPTS AND DISBURSEMENTS

AMOUNT ON HAND	JUNE 30, 2013	58,150,172.21
RECEIPTS - CASH ITEMS		1,679.82
RECEIPTS - COUNTY CLERK FEES		3,779.56
RECEIPTS - OVERPAYMENTS		160,641.94
RECEIPTS - VIN INSPECTION FEES		3,015.00
RECEIPTS - REAL PROPERTY TAX CURRENT		89,989.68
RECEIPTS - VSO REIMBURSEMENT		49,179.69
RECEIPTS - PENALTIES/INT DELIQ TAXES		20,379.26
RECEIPTS - CNTY SALES TAX		268,846.69
RECEIPTS - STATE SALES LOCAL 1% OPT		191,195.60
RECEIPTS - WYOMING-5% REIMBURSEMENT		15,600.38
RECEIPTS - SALES TAX PENALTIES		7,226.04
RECEIPTS - COMM ON VENDING AND PHONE		54.64
RECEIPTS - SALE OF CO EQUIPMENT		970.92
RECEIPTS - UNCLAIMED PROPERTY		1,752.97
RECEIPTS - RECORDINGS/CTY CLERK		17,492.00
RECEIPTS - FILING FEES/CTY CLERK		13,382.00
RECEIPTS - AUTO FEES/CTY CLERK		26,016.00
RECEIPTS - MARRIAGE LICENSE/CTY CLER		1,310.00
RECEIPTS - MISC/CTY CLERK		1,064.50
RECEIPTS - VIN INSPECTION FEES		910.00
RECEIPTS - LIQ LICENSE/BEER PERMITS		10.00
RECEIPTS - REFUNDS		542.51
RECEIPTS - CP & CR - CTY TREAS		4,740.00
RECEIPTS - ADV-COUNTY TREASURER		7,380.00
RECEIPTS - RETURNED CHECK CHARGES		210.55
RECEIPTS - AUTO FUND POSTAGE		2,384.70
RECEIPTS - COUNTY SHARE FEES (auto)		1,074.00
RECEIPTS - COUNTY SHARE (MOBILE EQP)		178.00
RECEIPTS - CO LICENSES (PERMITS, ETC)		10.00
RECEIPTS - SHERIFF'S FEES		12,357.67
RECEIPTS - RESTITUTION		.00
RECEIPTS - CONSTRUCTION USE PERMIT		200.00
RECEIPTS - ACCESS PERMIT		1,650.00
RECEIPTS - TEMPORARY FOOD SERV FEES		361.25
RECEIPTS - FOOD/DRINK LICENSE FEES		1,360.00
RECEIPTS - POOL/SPA LICENSE		510.00
RECEIPTS - CHILD SUPPORT-CLERK DC		2,933.80
RECEIPTS - NOW ACCOUNT		2,248.09
RECEIPTS - INT CAPITAL REPLACEMENT		11,250.00
RECEIPTS - INTEREST CASH RESERVE		75,122.06
RECEIPTS - INMATE HOUSING REIMBURSMT		29,371.71
RECEIPTS - REAL PROPERTY TAX CURRENT		6,665.46
RECEIPTS - PENALTIES/INT DELIQ TAXES		1,922.15
RECEIPTS - NOW ACCOUNT		1.07
RECEIPTS - REAL PROPERTY TAX CURRENT		10,849.05
RECEIPTS - PENALTIES/INT DELIQ TAXES		3,051.02
RECEIPTS - NOW ACCOUNT		1.70
RECEIPTS - REAL PROPERTY TAX CURRENT		993.19
RECEIPTS - PENALTIES/INT DELIQ TAXES		325.50
RECEIPTS - NOW ACCOUNT		.14

ABSTRACT STATEMENT

OF THE RECEIPTS AND DISBURSEMENTS OF THE COUNTY OF SWEETWATER, IN THE STATE OF WYOMING, FOR THE PERIOD JUNE 30, 2013 TO JULY 31, 2013
(PREPARED UNDER THE PROVISIONS OF SECTION 18-3-515, WYOMING STATUTES, 1977)

STATEMENT OF RECEIPTS AND DISBURSEMENTS

RECEIPTS - REAL PROPERTY TAX CURRENT	1,655.40
RECEIPTS - PENALTIES/INT DELIQ TAXES	535.72
RECEIPTS - NOW ACCOUNT	.28
RECEIPTS - REAL PROPERTY TAX CURRENT	2,679.68
RECEIPTS - PENALTIES/INT DELIQ TAXES	759.04
RECEIPTS - NOW ACCOUNT	.38
RECEIPTS - REAL PROPERTY TAX CURRENT	46.75-
RECEIPTS - PENALTIES/INT DELIQ TAXES	5.12
RECEIPTS - COUNTY HEALTH RECEIPTS	35.00
RECEIPTS - NOW ACCOUNT	.30
RECEIPTS - NOW ACCOUNT	3.54
RECEIPTS - SC ROAD (SUPPLEMENT)	27,688.51
RECEIPTS - NOW ACCOUNT	578.84
RECEIPTS - NOW ACCOUNT	2.24
RECEIPTS - RETIREES HEALTH INSURANCE	7,006.23
RECEIPTS - INTEREST ON SAVINGS	18,437.50
RECEIPTS - COBRA INSURANCE	2,044.11
RECEIPTS - INSURANCE-COUNTY	547,640.88
RECEIPTS - NOW ACCOUNT	.57
RECEIPTS - UMR INSURANCE ACCOUNT	13.70
RECEIPTS - BCBS INSURANCE ACCOUNT	617.16
RECEIPTS - NOW ACCOUNT	6.10
RECEIPTS - INMATE ENTERPRISE FEES	21,898.56
RECEIPTS - NOW ACCOUNT	5.12
RECEIPTS - NOW ACCOUNT	.14
RECEIPTS - REAL PROPERTY TAX CURRENT	3.41-
RECEIPTS - PENALTIES/INT DELIQ TAXES	1.74
RECEIPTS - NOW ACCOUNT	.01
RECEIPTS - REAL PROPERTY TAX CURRENT	4,123.17
RECEIPTS - PENALTIES/INT DELIQ TAXES	800.21
RECEIPTS - NOW ACCOUNT	.33
RECEIPTS - GASOLINE TAX	31,485.76
RECEIPTS - SPECIAL FUEL TAX	49,734.36
RECEIPTS - NOW ACCOUNT	262.15
RECEIPTS - SKY WEST 7/10-12/10 CONTR	535,594.32
RECEIPTS - NOW ACCOUNT	.20
RECEIPTS - SLIB 06 YELLOWSTONE RD S	135,103.47
RECEIPTS - 2009 ARRA JAG	9,490.20
RECEIPTS - WORKFORCE TRAINING FCTLY	6,056.00
RECEIPTS - FY 13 DSP CLIENT FEES	5,245.00
RECEIPTS - FY 13 DSP PROGRAM	898.21
RECEIPTS - FY13 VOA OJJDP GRANT	4,988.97
RECEIPTS - CDC SPECIFIC PURPOSE TAX	758,076.44
RECEIPTS - NOW ACCOUNT	751.23
RECEIPTS - NEW SUBDIVISION-INTEREST	2.43
RECEIPTS - NEW SUBDIVISION-INTEREST	.57
RECEIPTS - NOW ACCOUNT	1.38
RECEIPTS - NOW ACCOUNT	5.60
RECEIPTS - NOW ACCOUNT	3.32
RECEIPTS - NOW ACCOUNT	3.40
RECEIPTS - NOW ACCOUNT	.97
RECEIPTS - NOW ACCOUNT	.03

ABSTRACT STATEMENT

OF THE RECEIPTS AND DISBURSEMENTS OF THE COUNTY OF SWEETWATER, IN THE STATE OF WYOMING, FOR THE PERIOD JUNE 30, 2013 TO JULY 31, 2013
(PREPARED UNDER THE PROVISIONS OF SECTION 18-3-515, WYOMING STATUTES, 1977)

STATEMENT OF RECEIPTS AND DISBURSEMENTS

RECEIPTS - NOW ACCOUNT	16.37
RECEIPTS - NOW ACCOUNT	.52
RECEIPTS - NOW ACCOUNT	.00
RECEIPTS - LIVESTOCK PREDATORY CNTRL	2,716.05
RECEIPTS - NOW ACCOUNT	1.45
RECEIPTS - LODGING TX (TRVL/TOURISM)	61,217.25
RECEIPTS - NOW ACCOUNT	8.33
RECEIPTS - CIRCUIT COURT FINES	73,887.35
RECEIPTS - STATE QUARTERLY F&F	57,045.66
RECEIPTS - NOW ACCOUNT	17.15
RECEIPTS - CURRENT TAXES	15.79-
RECEIPTS - INTEREST ON CURRENT TAXES	1.89
RECEIPTS - NOW ACCOUNT	.07
RECEIPTS - TA- CO WEED & PEST CNTRL	3,658.20
RECEIPTS - TA- CO WEED & PEST CNTRL	833.93
RECEIPTS - TA- CO WEED & PEST CNTRL	.55
RECEIPTS - CURRENT TAXES	38,963.07
RECEIPTS - INTEREST ON CURRENT TAXES	9,260.61
RECEIPTS - NOW ACCOUNT	7.59
RECEIPTS - CURRENT TAXES	9,740.86
RECEIPTS - INTEREST ON CURRENT TAX	2,315.21
RECEIPTS - NOW ACCOUNT	.09
RECEIPTS - NOW ACCOUNT	.02
RECEIPTS - NOW ACCOUNT	22.35
RECEIPTS - NOW ACCOUNT	1.73
RECEIPTS - CURRENT TAXES	58,444.34
RECEIPTS - INTEREST ON CURRENT TAXES	13,891.17
RECEIPTS - NOW ACCOUNT	9.11
RECEIPTS - CURRENT TAXES	19,654.24
RECEIPTS - INTEREST ON CURRENT TAXES	1,394.13
RECEIPTS - NOW ACCOUNT	3.77
RECEIPTS - CURRENT TAXES	6,201.10
RECEIPTS - INTEREST ON CURRENT TAXES	452.82
RECEIPTS - NOW ACCOUNT	1.41
RECEIPTS - TA- CASTLE ROCK DISTRICT	4,091.04
RECEIPTS - TA- CASTLE ROCK DISTRICT	868.61
RECEIPTS - TA- CASTLE ROCK DISTRICT	.59
RECEIPTS - NOW ACCOUNT	12.79
RECEIPTS - CURRENT TAXES	75.74
RECEIPTS - INTEREST ON CURRENT TAXES	5.32
RECEIPTS - NOW ACCOUNT	.02
RECEIPTS - CURRENT TAXES	613.36
RECEIPTS - INTEREST ON CURRENT TAXES	55.82
RECEIPTS - NOW ACCOUNT	.04
RECEIPTS - CURRENT TAXES	838.75
RECEIPTS - INTEREST ON CURRENT TAXES	59.66
RECEIPTS - NOW ACCOUNT	.35
RECEIPTS - CURRENT TAXES	5,684.26-
RECEIPTS - INTEREST ON CURRENT TAXES	3.48
RECEIPTS - NOW ACCOUNT	.01
RECEIPTS - CURRENT TAXES	9,442.21
RECEIPTS - INTEREST ON CURRENT TAXES	2,021.18

ABSTRACT STATEMENT

OF THE RECEIPTS AND DISBURSEMENTS OF THE COUNTY OF SWEETWATER, IN THE STATE OF WYOMING, FOR THE PERIOD JUNE 30, 2013 TO JULY 31, 2013
(PREPARED UNDER THE PROVISIONS OF SECTION 18-3-515, WYOMING STATUTES, 1977)

STATEMENT OF RECEIPTS AND DISBURSEMENTS

RECEIPTS - CURRENT TAXES	235,055.32
RECEIPTS - INTEREST ON CURRENT TAXES	50,630.42
RECEIPTS - NOW ACCOUNT	33.44
RECEIPTS - CURRENT TAXES	5,337.92
RECEIPTS - INTEREST ON CURRENT TAXES	1,157.57
RECEIPTS - NOW ACCOUNT	.75
RECEIPTS - CURRENT TAXES	1,075.34
RECEIPTS - INTEREST ON CURRENT TAXES	80.82
RECEIPTS - CURRENT TAXES	31,835.93
RECEIPTS - INTEREST ON CURRENT TAXES	7,237.94
RECEIPTS - NOW ACCOUNT	5.79
RECEIPTS - CURRENT TAXES	1,402.31-
RECEIPTS - INTEREST ON CURRENT TAXES	.65
RECEIPTS - CURRENT TAXES	934.90-
RECEIPTS - INTEREST ON CURRENT TAXES	.44
RECEIPTS - CURRENT TAXES	23,371.89-
RECEIPTS - INTEREST ON CURRENT TAXES	10.83
RECEIPTS - NOW ACCOUNT	.08
RECEIPTS - NOW ACCOUNT	1.53
RECEIPTS - CURRENT TAXES	522.19
RECEIPTS - INTEREST ON CURRENT TAXES	550.09
RECEIPTS - NOW ACCOUNT	3.26
RECEIPTS - CURRENT TAXES	14.70
RECEIPTS - INTEREST ON CURRENT TAXES	1.08
RECEIPTS - NOW ACCOUNT	.11
RECEIPTS - CURRENT TAXES	22.62
RECEIPTS - INTEREST ON CURRENT TAXES	23.79
RECEIPTS - NOW ACCOUNT	.09
RECEIPTS - NOW ACCOUNT	.40
RECEIPTS - TRANSPORTABLE HOMES	763.56
RECEIPTS - NOW ACCOUNT	26.44
RECEIPTS - LEASED MOBILE EQUIPMENT	3,592.75
RECEIPTS - NOW ACCOUNT	1,378.67
RECEIPTS - COUNTY AUTO FEES	1,087,192.88
RECEIPTS - STATE AUTO FEES	160,990.80
RECEIPTS - SALES TAX (AUTO FEE FUND)	852,049.98
RECEIPTS - INTEREST ON SALES TAX	3,080.44
RECEIPTS - REDEMPTION FUND	20,141.56
RECEIPTS - TA- EDEN-FARSON FIRE	693.22
RECEIPTS - TA- EDEN-FARSON FIRE	96.64
RECEIPTS - TA- EDEN-FARSON FIRE	.02
RECEIPTS - TA- JAMESTOWN FIRE	165.12
RECEIPTS - TA- JAMESTOWN FIRE	12.75
RECEIPTS - TA- JAMESTOWN FIRE	.03
RECEIPTS - TA- JAMESTOWN RIO SEWER	440.45
RECEIPTS - TA- JAMESTOWN RIO SEWER	34.07
RECEIPTS - TA- JAMESTOWN RIO SEWER	.08
RECEIPTS - TA- RELIANCE FIRE	325.66
RECEIPTS - TA- RELIANCE FIRE	17.07
RECEIPTS - TA- RELIANCE FIRE	.07
RECEIPTS - TA- TEN MILE WATER/SEWER	521.24
RECEIPTS - TA- TEN MILE WATER/SEWER	32.50

ABSTRACT STATEMENT

OF THE RECEIPTS AND DISBURSEMENTS OF THE COUNTY OF SWEETWATER, IN THE STATE OF WYOMING, FOR THE PERIOD JUNE 30, 2013 TO JULY 31, 2013
(PREPARED UNDER THE PROVISIONS OF SECTION 18-3-515, WYOMING STATUES, 1977)

STATEMENT OF RECEIPTS AND DISBURSEMENTS

RECEIPTS - TA- TEN MILE WATER/SEWER	.10
RECEIPTS - TA- WHITE MOUNTAIN SEWER	1,515.58
RECEIPTS - TA- WHITE MOUNTAIN SEWER	221.17
RECEIPTS - TA- WHITE MOUNTAIN SEWER	.28
RECEIPTS - TA- EDEN VALLEY SLD WASTE	2,094.60
RECEIPTS - TA- EDEN VALLEY SLD WASTE	202.66
RECEIPTS - TA- EDEN VALLEY SLD WASTE	.07
RECEIPTS - TA- SOLID WASTE DIST #1	7,409.53
RECEIPTS - TA- SOLID WASTE DIST #1	580.62
RECEIPTS - TA- SOLID WASTE DIST #1	54.77
RECEIPTS - TA- WEST SIDE SEWER/WATER	980.46
RECEIPTS - TA- WEST SIDE SEWER/WATER	81.70
RECEIPTS - TA- WEST SIDE SEWER/WATER	1.13
RECEIPTS - TA- ABANDONED VEHICLE	11.35
RECEIPTS - TA- ABANDONED VEHICLE	2,406.00
RECEIPTS - TA- FOUNDATION FUND	116,888.88
RECEIPTS - TA- FOUNDATION FUND	27,782.44
RECEIPTS - TA- FOUNDATION FUND	18.23
RECEIPTS - TA- GRAZING DISTRICT #4	25.00
RECEIPTS - TA- SD 1C BOCES	934.84-
RECEIPTS - TA- SD 1C BOCES	.41
RECEIPTS - TA- EDEN VALLEY CEMETERY	739.40
RECEIPTS - TA- EDEN VALLEY CEMETERY	65.64
RECEIPTS - TA- EDEN VALLEY CEMETERY	.02
RECEIPTS - TA- AUTO REGISTRATION FEE	39.79
RECEIPTS - TA- SOLID WASTE DIST #2	6,033.31
RECEIPTS - TA- SOLID WASTE DIST #2	2,380.74
RECEIPTS - TA- SOLID WASTE DIST #2	.28
RECEIPTS - TA- REDEMPTION (INT CP)	3,266.62
RECEIPTS - TA- FIRE DISTRICT #1	1,121.47
RECEIPTS - TA- FIRE DISTRICT #1	155.13
RECEIPTS - TA- FIRE DISTRICT #1	1.49
RECEIPTS - TA- SHERIFF'S EVIDENCE	.40
RECEIPTS - TA- REGION V BOCES	2,093.51
RECEIPTS - TA- REGION V BOCES	439.91
RECEIPTS - TA- REGION V BOCES	.28
RECEIPTS - TA- EDEN VALLEY IMP DIST	.62
RECEIPTS - TA- WWCC SWEETWTR BOCES	2,210.19
RECEIPTS - TA- WWCC SWEETWTR BOCES	517.65
RECEIPTS - TA- WWCC SWEETWTR BOCES	.30
RECEIPTS - TA- OVER/UNDER ACCOUNT	.07
RECEIPTS - TA- OVER/UNDER ACCOUNT	4.89
RECEIPTS - TA- EDEN VALLEY BOND/INT	2,101.74
RECEIPTS - TA- EDEN VALLEY BOND/INT	202.84
RECEIPTS - TA- EDEN VALLEY BOND/INT	47.09
RECEIPTS - TA- EDEN VALLEY IMPR CNTR	70.51
RECEIPTS - TA- CDC SPCF TAX OVERAGE	4,374.30
RECEIPTS - TA- COMM JOINT POWERS	1.55
RECEIPTS - TA- COMM JOINT POWERS	92,704.99
RECEIPTS - TA- NORTH SW WATER/SEWER	861.08
RECEIPTS - TA- NORTH SW WATER/SEWER	38.09
RECEIPTS - TA- NORTH SW WATER/SEWER	.14

ABSTRACT STATEMENT

OF THE RECEIPTS AND DISBURSEMENTS OF THE COUNTY OF SWEETWATER, IN THE STATE OF WYOMING, FOR THE PERIOD JUNE 30, 2013 TO JULY 31, 2013
(PREPARED UNDER THE PROVISIONS OF SECTION 18-3-515, WYOMING STATUTES, 1977)

STATEMENT OF RECEIPTS AND DISBURSEMENTS

RECEIPTS - TA- SPECIFIC PURPOSE 2013	1,174,008.79	
RECEIPTS - TA- SPECIFIC PURPOSE 2013	164.68	
DISBURSEMENTS - COUNTY CLERK FEES		250.25-
DISBURSEMENTS - OVERPAYMENTS		17,285.83-
DISBURSEMENTS - VIN INSPECTION FEES		3,015.00-
DISBURSEMENTS - CASH IN BANK		5,101.98-
DISBURSEMENTS - CASH IN BANK		8,046.33-
DISBURSEMENTS - CASH IN BANK		709.77-
DISBURSEMENTS - CASH IN BANK		1,343.29-
DISBURSEMENTS - CASH IN BANK		1,807.25-
DISBURSEMENTS - CASH IN BANK		841.97-
DISBURSEMENTS - C4- SC ROAD FUND		687.05-
DISBURSEMENTS - C3- SWEETWATER INSURANCE		190,000.00-
DISBURSEMENTS - C3- SWEETWATER INSURANCE		99,035.01-
DISBURSEMENTS - INSURANCE CLAIMS		541,946.13-
DISBURSEMENTS - C5- INMATE ENTERPRISE		6,856.29-
DISBURSEMENTS - C4- JAIL OPERATION/MAINT		14,700.71-
DISBURSEMENTS - CASH IN BANK		72.46-
DISBURSEMENTS - CASH IN BANK		1,557.79-
DISBURSEMENTS - C4- CO ROAD FUND FUEL TAX		57,941.77-
DISBURSEMENTS - C4- GRANTS		35,940.21-
DISBURSEMENTS - C4- CDC SPEC PRP RS BUILD		101,697.38-
DISBURSEMENTS - WARRANTS PAYABLE		1,408,011.55-
DISBURSEMENTS - TA- LODGING TAX		54,477.85-
DISBURSEMENTS - NOW ACCOUNT		7.81-
DISBURSEMENTS - TA- FINES AND FORFEITURES		85,906.81-
DISBURSEMENTS - NOW ACCOUNT		15.88-
DISBURSEMENTS - TA- COUNTY HOSPITAL		.39-
DISBURSEMENTS - TA- CO WEED & PEST CNTRL		2,548.80-
DISBURSEMENTS - NOW ACCOUNT		46.90-
DISBURSEMENTS - TA- WESTERN WY CM COLLEGE		34,916.68-
DISBURSEMENTS - NOW ACCOUNT		599.82-
DISBURSEMENTS - TA- 6 MILL LEVY		41,900.86-
DISBURSEMENTS - NOW ACCOUNT		719.79-
DISBURSEMENTS - TA- CITY OF ROCK SPRINGS		21,569.58-
DISBURSEMENTS - NOW ACCOUNT		33.03-
DISBURSEMENTS - TA- CITY OF GREEN RIVER		7,221.74-
DISBURSEMENTS - NOW ACCOUNT		16.42-
DISBURSEMENTS - TA- CASTLE ROCK DISTRICT		3,117.29-
DISBURSEMENTS - NOW ACCOUNT		120.42-
DISBURSEMENTS - TA- TOWN OF GRANGER		137.47-
DISBURSEMENTS - NOW ACCOUNT		.28-
DISBURSEMENTS - TA- TOWN OF SUPERIOR		238.98-
DISBURSEMENTS - NOW ACCOUNT		.08-
DISBURSEMENTS - TA- TOWN OF WAMSUTTER		1,790.70-
DISBURSEMENTS - NOW ACCOUNT		.32-
DISBURSEMENTS - TA- TOWN OF BAIROIL		84.13-
DISBURSEMENTS - NOW ACCOUNT		22.08-
DISBURSEMENTS - TA- SCHOOL DISTRICT #1		4,973.62-
DISBURSEMENTS - TA- SCHOOL DISTRICT #1		148,086.41-
DISBURSEMENTS - NOW ACCOUNT		1,727.16-
DISBURSEMENTS - TA- BOCES SWEETWATER CNTY		3,486.38-

ABSTRACT STATEMENT

OF THE RECEIPTS AND DISBURSEMENTS OF THE COUNTY OF SWEETWATER, IN THE STATE OF WYOMING, FOR THE PERIOD JUNE 30, 2013 TO JULY 31, 2013
(PREPARED UNDER THE PROVISIONS OF SECTION 18-3-515, WYOMING STATUTES, 1977)

STATEMENT OF RECEIPTS AND DISBURSEMENTS

DISBURSEMENTS - NOW ACCOUNT	55.57-
DISBURSEMENTS - TA- SCHOOL DISTRICT #2	1,015.75-
DISBURSEMENTS - TA- SCHOOL DISTRICT #2	26,233.32-
DISBURSEMENTS - NOW ACCOUNT	1,162.83-
DISBURSEMENTS - TA- SCHOOL DISTRICT 1-C	26.43-
DISBURSEMENTS - TA- SCHOOL DISTRICT 1-C	264.61-
DISBURSEMENTS - NOW ACCOUNT	242.28-
DISBURSEMENTS - TA- SD #1-C BOND RED/INT	25.90-
DISBURSEMENTS - NOW ACCOUNT	21.58-
DISBURSEMENTS - STATE AUTO FEES	160,990.80-
DISBURSEMENTS - SALES TAX (AUTO FEE FUND)	851,409.65-
DISBURSEMENTS - INTEREST ON SALES TAX	3,080.44-
DISBURSEMENTS - REDEMPTION FUND	20,121.56-
DISBURSEMENTS - TA- EDEN-FARSON FIRE	151.54-
DISBURSEMENTS - NOW ACCOUNT	7.55-
DISBURSEMENTS - TA- JAMESTOWN FIRE	149.41-
DISBURSEMENTS - NOW ACCOUNT	.30-
DISBURSEMENTS - TA- JAMESTOWN RIO SEWER	398.32-
DISBURSEMENTS - NOW ACCOUNT	.43-
DISBURSEMENTS - TA- RELIANCE FIRE	415.89-
DISBURSEMENTS - NOW ACCOUNT	.17-
DISBURSEMENTS - TA- TEN MILE WATER/SEWER	283.70-
DISBURSEMENTS - NOW ACCOUNT	.69-
DISBURSEMENTS - TA- WHITE MOUNTAIN SEWER	1,433.47-
DISBURSEMENTS - NOW ACCOUNT	2.69-
DISBURSEMENTS - TA- EDEN VALLEY SLD WASTE	452.87-
DISBURSEMENTS - NOW ACCOUNT	22.59-
DISBURSEMENTS - TA- SOLID WASTE DIST #1	10,602.52-
DISBURSEMENTS - NOW ACCOUNT	187.69-
DISBURSEMENTS - TA- WEST SIDE SEWER/WATER	7,637.65-
DISBURSEMENTS - NOW ACCOUNT	1.04-
DISBURSEMENTS - COUNTY ABANDONED VEHICLE	1,325.00-
DISBURSEMENTS - TA- FOUNDATION FUND	83,800.66-
DISBURSEMENTS - NOW ACCOUNT	1,439.58-
DISBURSEMENTS - TA- GRAZING DISTRICT #4	1,722.26-
DISBURSEMENTS - TA- SD 1C BOCES	10.60-
DISBURSEMENTS - NOW ACCOUNT	8.81-
DISBURSEMENTS - TA- EDEN VALLEY CEMETERY	159.51-
DISBURSEMENTS - NOW ACCOUNT	7.96-
DISBURSEMENTS - ORGAN DONOR MONEY	39.79-
DISBURSEMENTS - TA- SOLID WASTE DIST #2	1,520.77-
DISBURSEMENTS - NOW ACCOUNT	51.62-
DISBURSEMENTS - REDEMPTION (INTEREST CP)	3,266.62-
DISBURSEMENTS - TA- FIRE DISTRICT #1	4,338.70-
DISBURSEMENTS - NOW ACCOUNT	57.65-
DISBURSEMENTS - TA- REGION V BOCES	1,302.90-
DISBURSEMENTS - NOW ACCOUNT	21.33-
DISBURSEMENTS - TA- WWCC SWEETWTR BOCES	1,400.80-
DISBURSEMENTS - NOW ACCOUNT	26.98-
DISBURSEMENTS - REBATE ORDERS-OVERPAYMENT	143,356.11-
DISBURSEMENTS - UNCLAIMED PROPERTY	949.36-
DISBURSEMENTS - GEN CO-OVER/UNDER ACCOUNT	8.89-

ABSTRACT STATEMENT

OF THE RECEIPTS AND DISBURSEMENTS OF THE COUNTY OF SWEETWATER, IN THE STATE OF WYOMING, FOR THE PERIOD JUNE 30, 2013 TO JULY 31, 2013
(PREPARED UNDER THE PROVISIONS OF SECTION 18-3-515, WYOMING STATUTES, 1977)

STATEMENT OF RECEIPTS AND DISBURSEMENTS

DISBURSEMENTS - NOW ACCOUNT		8.67-
DISBURSEMENTS - TA- COMM JOINT POWERS		9,926.56-
DISBURSEMENTS - TA- NORTH SW WATER/SEWER		741.69-
DISBURSEMENTS - NOW ACCOUNT		.43-
DISBURSEMENTS - 1% SPECIFIC PURPOSE 2013		150,000.00-
LEDGER CASH BALANCE JULY 31, 2013		61,238,642.72
TOTAL	65,641,150.91	65,641,150.91
	=====	=====

Robert D. Blaylock
Sweetwater Co Treasurer

TRIAL BALANCE OF THE ACCOUNTS OF ROBB SLAUGHTER, COUNTY TREASURER
 WITHIN AND FOR THE COUNTY OF SWEETWATER, IN THE STATE OF WYOMING, SHOWING
 THE CONDITIONS OF SAID ACCOUNTS AT THE CLOSE OF BUSINESS ON
 AUGUST 01, 2013:

NAME OF ACCOUNTS

C1- GENERAL FUND	6,963,179.04
C2- CAPT REPLACEMENT-G CO	8,352,189.00
C2- CG RES FUTURE OP/CAP	2,179,657.00
C2- ECONOMIC DEV INFRSTR	111,162.00
C2- FY 2011 RESERVES	6,217,589.00
C2- FY11 CASH C/OVER RES	2,722,798.00
C2- GC CASH RESERVE	2,000,000.00
C2- GEN CO CASH CARRYOVER	3,000,000.00
C2- GEN CO-CASH RESERVE	350,000.00
C2- 2012 CASH CARRYOVER	3,151,622.00
C3- INSURANCE-CASH RESRV	418,393.00
C3- SWEETWATER INSURANCE	5,057,316.64
C4- CDC SPEC PRP RS BUILD	3,929,793.69
C4- CO ROAD FUND FUEL TAX	1,245,633.59
C4- GRANTS	193,508.53-
C4- JAIL OPERATION/MAINT	466,848.41
C4- SC ROAD FUND	2,575,318.41
C4- SC ROAD REIMBURSEMENT	9,781.10
C5- AIRLINE SUBSIDY CONTR	536,507.49
C5- DRUG ENFRMNT/INTERDCT	15,440.75
C5- IMPACT TX-GEN CO 2002	26,622.88
C5- IMPACT TX-GEN CO 2010	15,437.77
C5- INMATE ENTERPRISE	36,890.35
C5- SHERIFF HOUSING DEPST	617.93
C6- COUNTY HEALTH FUND	229.91
C6- COUNTY LIBRARY	13,901.77
C6- COUNTY MUSEUM	1,318.83
C6- COUNTY RECREATION	2,191.40
C6- EVENTS COMPLEX	8,588.68
C6- MEMORIAL HOSPITAL CO	1.66-
C6- MEMORIAL HOSPTL MAINT	4,923.71
C6- MENTAL HEALTH	3,439.10
SD- DOUBLE J SUBDVN	10,625.83
SD- WASHAM CREEK SUBDVN	2,523.04
TA- ABANDONED VEHICLE	51,111.41
TA- AUTO REGISTRATION FEE	.00
TA- BANKRUPTCY ACCOUNTS	2,279.53
TA- BOCES SWEETWATER CNTY	6,496.24
TA- CAR COMPANY TAX	293,757.00
TA- CASTLE ROCK BOND R/I	55,738.92
TA- CASTLE ROCK DISTRICT	4,960.24
TA- CDC SPCF TAX OVERAGE	.00
TA- CITY OF GREEN RIVER	6,655.33
TA- CITY OF ROCK SPRINGS	21,052.14
TA- CO HOSPITAL BOND INT	7,551.55
TA- CO HOSPITAL BOND RDMT	97,406.93
TA- CO WEED & PEST CNTRL	4,492.68
TA- COMM JOINT POWERS	92,706.54
TA- COUNTY AUTO TAX	7,693,184.96
TA- COUNTY HOSPITAL	.00

TRIAL BALANCE OF THE ACCOUNTS OF ROBB SLAUGHTER, COUNTY TREASURER
 WITHIN AND FOR THE COUNTY OF SWEETWATER, IN THE STATE OF WYOMING, SHOWING
 THE CONDITIONS OF SAID ACCOUNTS AT THE CLOSE OF BUSINESS ON
 AUGUST 01, 2013:

NAME OF ACCOUNTS

TA- COUNTY-CITY AIRPORT	334.89
TA- EDEN VALLEY BOND/INT	54,040.06
TA- EDEN VALLEY CEMETERY	805.06
TA- EDEN VALLEY IMP DIST	2,733.35
TA- EDEN VALLEY IMPR CNTR	307,273.92
TA- EDEN VALLEY SLD WASTE	2,297.33
TA- EDEN-FARSON FIRE	789.88
TA- ENERGETICS OPERATNG	71,362.99
TA- ESCROW-FMC	4,249.48
TA- ESCROW-PELICAN DOME	14,835.21
TA- FINES AND FORFEITURES	130,950.16
TA- FIRE DISTRICT #1	1,278.09
TA- FOUNDATION FUND	144,689.55
TA- GRAZING DISTRICT #3	6.64
TA- GRAZING DISTRICT #4	107,215.42
TA- INTEREST NOW ACCOUNT	.00
TA- JAMESTOWN FIRE	177.90
TA- JAMESTOWN RIO SEWER	474.60
TA- LIVESTOCK PRED ANIMAL	9,049.72
TA- LODGING TAX	61,225.58
TA- MOBILE MACHINERY/EQP	121,034.76
TA- NORTH SW WATER/SEWER	899.31
TA- OVER/UNDER ACCOUNT	308.98
TA- PROTEST-MERIT ENERGY	24,423.13
TA- PROTST ANADARKO 4/392	163.26
TA- REBATE ORDERS PAID	.00
TA- REDEMPTION (INT CP)	216.48
TA- REDEMPTION CP(TAX/FEE)	495.13
TA- REGION V BOCES	2,533.70
TA- RELIANCE FIRE	342.80
TA- SCHOOL DISTRICT #1	297,182.57
TA- SCHOOL DISTRICT #2	40,235.82
TA- SCHOOL DISTRICT 1-C	25,697.10-
TA- SD #1 BOND INTEREST	517.68
TA- SD #1 BOND REDEMPTION	6,668.08
TA- SD #1-C BOND RED/INT	15.78
TA- SD #2 BOND INTEREST	457.71
TA- SD #2 BOND REDEMPTION	15,392.56
TA- SD 1C BOCES	934.43-
TA- SHERIFF'S EVIDENCE	1,753.23
TA- SOLID WASTE DIST #1	8,044.92
TA- SOLID WASTE DIST #2	8,414.33
TA- SPECIFIC PURPOSE 2013	2,100,090.28
TA- STATE SALES/AUTO FEES	1,957.73
TA- TAX PROTEST- NARCO	6,039.88
TA- TEN MILE WATER/SEWER	553.84
TA- TOWN OF BAIROIL	5,680.77-
TA- TOWN OF GRANGER	117.98
TA- TOWN OF SUPERIOR	669.22
TA- TOWN OF WAMSUTTER	898.76

TRIAL BALANCE OF THE ACCOUNTS OF ROBB SLAUGHTER, COUNTY TREASURER
 WITHIN AND FOR THE COUNTY OF SWEETWATER, IN THE STATE OF WYOMING, SHOWING
 THE CONDITIONS OF SAID ACCOUNTS AT THE CLOSE OF BUSINESS ON
 AUGUST 01, 2013:

NAME OF ACCOUNTS

TA- TRANSPORTABLE HOMES	2,620.01
TA- UNCLAIMED PROPERTY	1,979.71
TA- WEST SIDE SEWER/WATER	1,063.29
TA- WESTERN WY CM COLLEGE	60,287.34
TA- WHITE MOUNTAIN SEWER	1,737.03
TA- WWCC BOND INTEREST	115.06
TA- WWCC BOND REDEMPTION	435.15
TA- WWCC SWEETWTR BOCES	2,728.14
TA- 6 MILL LEVY	72,344.62
TA-QEP/QUESTAR NOV12 397	3.32

TOTAL

61,238,642.72

Robert D. Slaughter
 Sweetwater Co Treasurer

Monthly Statement

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

April, 2013

Reported to the Board of County Commissioners of said County.

<u>CIVIL FEES</u>	\$	6,945.72
<u>BAR ASSOCIATION FEES</u>	\$	15.00
<u>BOND FORFIETED</u>	\$	0.00
<u>CRIMINAL FINES</u>	\$	0.00
TOTAL EARNINGS	\$	6,960.72
Clerk of District Court Check # 6234		

STATE OF WYOMING
COUNTY OF SWEETWATER

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

Witness, my hand and seal this 10th day of July, 2013.

by: *B. Bridwell, Deputy*
Donna Lee Bobak, Clerk of District Court



Monthly Statement

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

June, 2013

Reported to the Board of County Commissioners of said County.

<u>CIVIL FEES</u>	\$	13,261.06
<u>BAR ASSOCIATION FEES</u>	\$	5.00
<u>BOND FORFIETED</u>	\$	0.00
<u>CRIMINAL FINES</u>	\$	50.00
<u>REIMBURSEMENT OF EXTRADITION FEES</u>	\$	1,500.00
Sweetwater County Sheriff's Dept. Case #CR-2012-182 / Staab, Jeremiah		
TOTAL EARNINGS	\$	14,816.06
Clerk of District Court Check # 6480		

STATE OF WYOMING
COUNTY OF SWEETWATER

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

Witness, my hand and seal this 5th day of July, 2013.

Donna Lee Bobak
Donna Lee Bobak, Clerk of District Court



Monthly Statement

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

July, 2013

Reported to the Board of County Commissioners of said County.

CIVIL FEES\$ 5,829.62
Code: DC

BOND FORFIETED\$.00
Code: FO

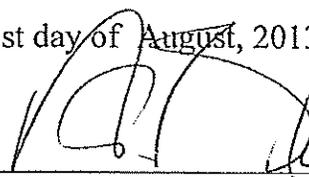
CRIMINAL FINES\$ 25.00
Code: CF

TOTAL EARNINGS\$ 5,854.62
Clerk of District Court Check # 6584

STATE OF WYOMING
COUNTY OF SWEETWATER

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

Witness, my hand and seal this 1st day of August, 2013.



Donna Lee Bobak, Clerk of District Court


DISTRICT COURT OF WYOMING
SEAL
SWEETWATER COUNTY

**RESOLUTION 13-08-CL-01
SWEETWATER COUNTY
BUDGET AMENDMENT**

DUE to an error in the amount of the Sweetwater County Museum's cash carryover reported to the County Commissioners during the FY2014 budget workshops,

WHEREAS, the Museum Director and Board of Directors came before the Commission on August 6, 2013 to discuss the additional funding needs of the Museum,

WHEREAS, it has been determined that additional funding for the Museum needs to be included within the 2013-2014 County Budget,

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

BE IT THEREFORE RESOLVED: that the 2013-2014 fiscal year budget for Sweetwater County be amended to reflect the following budget changes:

Expenditures Increase General Fund:

Museum	\$50,000
--------	----------

Budget Adjustments Decrease:

Budget Adjustments	(\$50,000)
--------------------	------------

Dated at Green River, Wyoming this 20th day of August, 2013.

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

Wally J. Johnson, Chair

Gary Bailiff, Member

John K. Kolb, Member

Reid O. West, Member

ATTEST:

Steven Dale Davis, County Clerk

Don Van Matre, Member

NOTICE OF PUBLIC HEARING
SWEETWATER COUNTY
BUDGET AMENDMENT

Notice is hereby given of a Public Hearing to amend the Sweetwater County 2013-2014 budget in the amount of \$50,000 due to additional funding needs of the Sweetwater County Museum.

Said hearing will be held at the Sweetwater County Commissioners' meeting room in the County Courthouse in Green River, Wyoming on the 20th day of August 2013 at 8:30 A.M. At this time, any and all interested persons may appear and express their opinion regarding the budget amendment.

Dated at Green River, Wyoming this 13th day of August, 2013.

Board of County Commissioners
Sweetwater County, Wyoming

Attest:

(s) Wally J Johnson, Chair

(s) Steven Dale Davis, County Clerk

Please Advertise as a Legal Advertisement on: August 15, 2013.

**RESOLUTION 13-08-CL-02
SWEETWATER COUNTY
BUDGET AMENDMENT**

DUE to a change in the department Guardian ad Litem and Court Library expenditures will be charged to beginning in FY2014,

WHEREAS, it has been determined that funds need to be transferred within the 2013-2014 County Budget,

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

BE IT THEREFORE RESOLVED: that the 2013-2014 fiscal year budget for Sweetwater County be amended to reflect the following budget changes:

Expenditure Increase General Fund:	
County Commissioners – Operating	\$250,000
Expenditure Decrease General Fund:	
Clerk of District Court – Operating	(\$46,000)
Budget Adjustments Decrease:	
Budget Adjustments	(\$204,000)

Dated at Green River, Wyoming this 20th day of August, 2013.

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

Wally J. Johnson, Chair

Gary Bailiff, Member

John K. Kolb, Member

Reid O. West, Member

ATTEST:

Steven Dale Davis, County Clerk

Don Van Matre, Member

NOTICE OF PUBLIC HEARING
SWEETWATER COUNTY
BUDGET AMENDMENT

Notice is hereby given of a Public Hearing to amend the Sweetwater County 2013-2014 budget in the amount of \$250,000 due to a change in the department Guardian ad Litem and Court Library expenditures will be charged to beginning in FY2014.

Said hearing will be held at the Sweetwater County Commissioners' meeting room in the County Courthouse in Green River, Wyoming on the 20th day of August, 2013 at 8:30 A.M. At this time, any and all interested persons may appear and express their opinion regarding the budget amendment.

Dated at Green River, Wyoming this 13th day of August, 2013.

Board of County Commissioners
Sweetwater County, Wyoming

Attest:

(s) Wally J Johnson, Chair

(s) Steven Dale Davis, County Clerk

Please Advertise as a Legal Advertisement on August 15, 2013.

Authorization for Human Service Contracts

8-20-13

Castle Rock Hospital District	\$ 150,000.00
Food Bank of Sweetwater County	\$ 19,000.00

Human Service Contracts \$ 169,000.00

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

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

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

WITNESSETH:

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

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

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

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Term. The term of this Agreement shall be from July 1, 2013 through June 30, 2014.
2. Services. Castle Rock agrees to provide the following services to residents of Sweetwater County:
 - a. Provide ambulance service to residents of the Castle Rock Hospital District.
3. Funding. THE COUNTY has budgeted, appropriated, or otherwise made available up to a maximum amount of \$150,000.00 for Castle Rock expenses in providing the services identified in this Agreement. THE COUNTY'S total liability shall not exceed said amount. The payment of all amounts hereunder is subject to final approval of the preliminarily budgeted

amount, the availability of County funds and to Castle Rock's compliance with the terms and conditions of this Agreement.

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

5. Responsibilities of Castle Rock: Castle Rock shall:

- a. Use the budgeted, allocated and appropriated funds only to provide the services specified herein.
- b. Insure that the staff hired by Castle Rock is qualified.
- c. Insure that a good and sufficient fidelity bond covers all personnel handling money.
- d. 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 Castle Rock board meetings. The minutes shall include a list of all checks issued and their correct amounts, except for checks identifying individual clients which may be consolidated so that individual clients cannot be identified. The minutes shall be made available for public inspection during regular business hours. The minutes shall comply with all applicable laws, rules and regulations concerning confidentiality of client records. Castle Rock may use executive

sessions for the discussion of personnel or client matters where permitted by applicable law.

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

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

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

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

6. County Responsibilities: THE COUNTY shall:

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

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

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

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

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

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

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

12. General Provisions.

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

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

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

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

e. Failure by either party to enforce the terms of this Agreement shall not operate

as a waiver of any future enforcement.

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

(1) In the case of THE COUNTY:

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

(2) In the case of CASTLE ROCK:

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

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

Dated this _____ day of _____, 2013.

BOARD OF COUNTY COMMISSIONERS FOR
SWEETWATER COUNTY, WYOMING

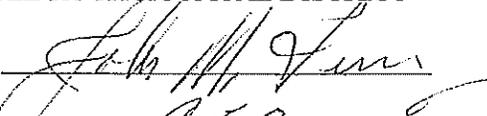
By: _____
Wally Johnson, Chairman
Board of County Commissioners
for Sweetwater County, Wyoming

ATTEST:

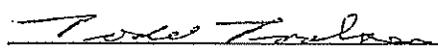
Steven Dale Davis
Sweetwater County Clerk

Dated this 6 day of Aug, 2013.

CASTLE ROCK HOSPITAL DISTRICT

By: 
Title: CEO

ATTEST:



Title: CFO

**AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS FOR
SWEETWATER COUNTY, AND THE FOOD BANK 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 Food Bank of Sweetwater County, 90 Center Street, Rock Springs, Wyoming 82901-5122.

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 Food Bank of Sweetwater County hereinafter "FOOD BANK", 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 FOOD BANK 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. FOOD BANK agrees to provide the following services to residents of Sweetwater County:
 - a. Provide food and nutritional counseling for low-income individuals.
 - b. Provide food to low-income individuals.
 - c. Provide other such necessary and proper services which are consistent with FOOD BANK'S Mission Statement.
3. Funding. THE COUNTY has budgeted, appropriated, or otherwise made available up

to a maximum amount of \$19,000.00 for FOOD BANK 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 FOOD BANK'S compliance with the terms and conditions of this Agreement.

4. Payments. The parties hereto mutually agree that FOOD BANK 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 FOOD BANK: FOOD BANK shall:
 - a. Use the budgeted, allocated and appropriated funds only to provide the services specified herein.
 - b. Insure that the staff hired by FOOD BANK 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 FOOD BANK 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. FOOD BANK may use executive sessions for the discussion of personnel or client matters where permitted by applicable law.

g. Allow THE COUNTY to examine FOOD BANK'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 FOOD BANK 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 FOOD BANK as necessary with respect to the completion of FOOD BANK responsibilities under this Agreement.

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

7. Indemnification. FOOD BANK 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 FOOD BANK, 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. FOOD BANK Status. FOOD BANK represents that it is managed by its own independent board of trustees.
10. Assignment. FOOD BANK 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 FOOD BANK 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 FOOD BANK:

Food Bank of Sweetwater County
90 Center Street
Rock Springs, Wyoming 82901-5122

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.

FOOD BANK OF
SWEETWATER COUNTY

By: Cynthia S. Sheehan

Title: BOARD CHAIR

ATTEST:

Mary K. Ouellet
Title: Executive Director



Zoning Permit for Construction/Use

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

Date of Submittal: 7/24/13
Permit Number: _____
Present Zoning: R-2
PID: 04-1905-09-1-14-010-00

Approved Approved with Conditions: _____
 Denied/Reason: square footage of accessory structure exceeds that of principal structure
Date of Action: 7/24/13 Land Use Official Signature: [Signature]

Application Fee: \$50.00 for Residential and Agricultural Construction
 0.1% of Project, \$300.00 Minimum, \$5,000.00 Maximum for Non-Residential Construction. List cost of project over \$300,000, including labor & materials: \$ _____

While Sweetwater County has not adopted and does not enforce the International Residential Code or the International Building Code, it has adopted and will inspect for the International Fire Code. It is the applicant's or landowner's responsibility to ensure that construction standards are met and buildings and structures are inspected. Please fill the application out completely; incomplete applications will be returned. Attach all required supporting documentation and additional information which may be required for approval of your application. Zoning Permit regulations may be found in Sections 4 & 5 of the Sweetwater County Zoning Resolution.

GENERAL INFORMATION

Property Owner of Record Contact Information

DANNY J ADAMS
P.O. BOX 2181
ROCK SPRINGS, WY. 82902
307-389-5330

Applicant / Agent Contact Information if Different

PROPERTY INFORMATION

County Assigned Address: 135 MESA Lot Size: 2 (acres)

Project Location: Quarter(s): _____ Section: 9 Township: 19 N Range: 105 W

Subdivision Name: ACKERMAN ACRES Lot: 1 Block: _____

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

Primary Structure (i.e. Home, Office) Existing Proposed Type of Construction: _____

Square Footage: 1344 Height: _____ (ft) Type of Foundation: _____

Use: _____

Additions to Primary Structure Existing Proposed Type of Construction: _____

Square Footage: _____ Height: _____ (ft) Type of Foundation: _____

Use: _____

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

Square Footage: 2400 Height: 12 (ft) Type of Construction/Foundation: Pole

Use: Storage Shed

WTR + Sewer White Mountain W&S

191'

29' 48'

46'

28'

105'

Trailen House (Temporary)

Grubb 204'

CORNER MARKER

9600' CORNER MARKER

20' 42'

16'

64'

42' X 64' Pole storage shed

158'

116'

CORNER MARKER

Wyoming Horse Racing, LLC

August 14th, 2013

Sweetwater County Commissioners
Wally J. Johnson, Chairman
Gary Bailiff
John K. Kolb
Don Van Matre
Reid O. West

c/o Sally Shoemaker
Commission Secretary
80 West Flaming Gorge Way – Suite 109
Green River, WY 82935

Dear Commissioners:

Wyoming Horse Racing LLC respectfully requests to be placed on the agenda for the August 20th meeting of the Board of County Commissioners. The Wyoming Pari-Mutuel Commission is requesting that we obtain permission from the Board specifically for Simulcast Pari-Mutuel Wagering on Historic Races. We have previously addressed the Board on April 16th to discuss the possible impacts that House Bill 25 (now Enrolled Act 46) will have on Sweetwater County. Now that the rules for this activity have been approved we are moving forward with plans to place 50 betting terminals for this activity in Bombers Sports Bar at 1549 Elk Street in Rock Springs within the next 60 days.

Previously, the Board has granted permission for Wyoming Horse racing LLC to conduct Live Racing and Simulcasting through the end of 2016 to coincide with our contract dates to conduct Live Racing at the Sweetwater Events Complex. This was done previously in the form of a Resolution. I would like to provide the Board with some background on the above items. To that end I am attaching the following items with this letter:

1. A copy of House Bill 25
2. Issue Brief, Fact Sheet and FAQ's on HB25
3. Description of Pari-mutuel Wagering on Historic Races
4. Pie Chart on Revenue Distribution

Thank you for your time and consideration of this matter.

Sincerely,

Eugene T. Joyce
Managing Partner

SWEETWATER DOWNS

AUGUST/SEPT 2013

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	12-Aug-13	13-Aug-13	14-Aug-13	15-Aug-13	16-Aug-13	17-Aug-13  <u>LIVE RACING</u>
18-Aug-13  <u>LIVE RACING</u>	19-Aug-13	20-Aug-13	21-Aug-13	22-Aug-13	23-Aug-13	24-Aug-13  <u>LIVE RACING</u> ADDED
25-Aug-13  <u>LIVE RACING</u> ADDED	26-Aug-13	27-Aug-13	28-Aug-13	29-Aug-13	30-Aug-13	31-Aug-13  <u>LIVE RACING</u>
1-Sept-13  <u>LIVE RACING</u>	2-Sept-13	3-Sept-13	4-Sept-13	5-Sept-13	6-Sept-13	7-Sept-13  <u>LIVE RACING</u> ADDED
8-Sept-13  <u>LIVE RACING</u> ADDED	9-Sept-13	10-Sept-13	11-Sept-13	12-Sept-13	13-Sept-13	

HOUSE BILL NO. HB0025

Simulcasting of pari-mutuel events.

Sponsored by: Representative(s) Wallis and Senator(s) Schiffer

A BILL

for

1 AN ACT relating to pari-mutuel wagering; distinguishing
2 between live and simulcast racing in definitions;
3 redefining simulcasting; providing for disbursal of fees;
4 and providing for an effective date.

5

6 *Be It Enacted by the Legislature of the State of Wyoming:*

7

8 **Section 1.** W.S. 11-25-102(a)(v) and (vii)(intro) and
9 11-25-105(b)(ii), by creating a new paragraph (iii) and (d)
10 are amended to read:

11

12 **11-25-102. Definitions.**

13

14 (a) As used in this act:

15

1 (v) "Pari-mutuel event" means the events which
2 are authorized by the commission for the conduct of horse
3 racing (to include quarter horse, thoroughbred or other
4 approved races), harness racing, cutter racing, chariot
5 racing, chuckwagon racing, professional roping events and
6 simulcasting of dog racing and the events described in this
7 paragraph as prescribed by the commission. Notwithstanding
8 W.S. 6-7-101(a)(iv) and 11-25-107, the commission may
9 authorize and promulgate rules providing for pari-mutuel
10 wagering on events that have previously occurred, utilizing
11 an electronic system or device that affords an opportunity
12 for the exercise of skill or judgment where the outcome is
13 not completely controlled by chance alone;

14

15 (vii) "Simulcasting" means the sale of
16 pari-mutuel pools electronically transmitted live or
17 historic on interstate or intrastate ~~televised~~ pari-mutuel
18 events as prescribed by the commission. The commission
19 shall authorize simulcasting subject to the following
20 conditions:

21

22 11-25-105. Pari-mutuel permits; fees and reports;
23 disposition of funds; enforcement of provisions.

24

1 (b) Every Wednesday following any pari-mutuel event,
2 the permittee shall:

3
4 (ii) Pay an amount equal to one-half percent
5 (1/2%) of the total amount wagered attributable to historic
6 pari-mutuel events and one and one-half percent (1 1/2%) of
7 the total amount wagered attributable to live pari-mutuel
8 events, shown by the report to the commission, to be
9 credited by the state treasurer to a separate account, in
10 the manner indicated in subsection (d) of this section;
11 and

12
13 (iii) Pay an amount equal to one percent (1%) of
14 the total amount wagered attributable to historic pari-
15 mutuel events, shown by the report to the commission, to be
16 transferred by the commission to the county and the city or
17 town in which the permittee is located, in equal shares, or
18 to the county alone if the permittee is not located within
19 the boundaries of a city or town.

20
21 (d) All sums paid to the commission under this act
22 except contributions from permittees to the breeder award
23 fund, amounts paid under paragraph (b)(iii) of this
24 section, fines and penalties shall be credited to the pari-

1 mutuel account which shall be used by the commission for
2 the payment of all expenses incurred in enforcing this act.
3 All fines and penalties collected under this act shall be
4 paid to the state treasurer and credited as provided in
5 W.S. 8-1-109. The state treasurer shall pay out of the
6 account all warrants drawn by the state auditor, upon
7 vouchers issued and signed by the president, vice-president
8 or executive secretary of the commission. The commission
9 shall keep an accurate and true account of all funds
10 received and all vouchers issued by the commission. All
11 funds received and all vouchers issued by the commission
12 shall be audited at least biennially by the director of the
13 state department of audit or his designee and a copy of the
14 audit shall be delivered within thirty (30) days after
15 completion to the governor and the commission. The costs of
16 the audit shall be borne by the commission. The members of
17 the commission shall receive statutory per diem expenses
18 and mileage as allowed state employees, and compensation of
19 fifty dollars (\$50.00) for each day during which they are
20 actually engaged in the discharge of their duties. The
21 total expenses incurred by the commission shall not exceed
22 the total amount in the pari-mutuel account.

23

1 **Section 2.** This act is effective July 1, 2013.

2

3

(END)

ISSUE BRIEF

HOUSE BILL 25

Simulcasting of pari-mutuel events

Sponsored by: Representative Wallis and Senator Schiffer

Issue:

Wyoming's horse racing industry and its related agribusiness are fighting a losing battle against casinos, state lotteries and online gaming. The state's pari-mutuel event model, which subsidizes Wyoming's live horse racing, must evolve with new technology to counter these negative effects. The number of live races dropped from a peak total of 19 in 2005 to 4 in 2012 and the current number of racing Wyoming bred horses is less than 25.

Background:

The Wyoming Pari-mutuel Commission was established in 1967 and pari-mutuel wagering is allowed in 13 out of 23 counties in Wyoming. Wyoming currently allows off track betting (OTB) parlors to operate in broadcasting live horse and dog racing events. In order to qualify for a license to operate an OTB, the operator must hold live race meets in the State. The money made from the OTB operation subsidizes the purse money at the live races, and 1.5% of the daily take is sent to the Pari-Mutuel Commission for its operation costs and .4% is allocated to the Wyoming All Breeds Fund. Over the past 10 years, contributions disbursed approximately \$800,000 in contributions to the horse owners and breeders of Wyoming bred horses. In 2011 this Fund was down to just \$8,599.

What the bill does:

The bill allows the operators of the OTB parlors to take advantage of new technology which provides opportunities for the consumer to participate in games of skill based on historical races. The new technology enables the operators to mask the location, date, time and actual names of the horses in races that have been run. The consumer has to make his or her wager based on the history as shown on the machine similar to those statistics offered on the betting program at a live race. Counties and cities or towns where the OTBs are located will receive 1% of the proceeds.

OTB contributions can be split not only between race horse owners/breeders, but also owners who participate in harness racing, cutter racing, chariot racing, chuck wagon racing, roping events and barrel racing. It will also increase the amount of purses that can be offered at the live meets.

Why this bill is needed:

The additional income that new technology can generate will help our struggling horse industry in Wyoming while providing additional revenue resources for cities and counties. The Wyoming Pari-Mutuel Commission's 2011 Annual Report, documents that Wyoming is experiencing a migration of bettors from on-track and simulcast locations to online wagering resulting in the negative impact to the race track, owners, breeders, municipalities and the Racing Commission.

Pari-Mutuel Simulcasting Activity Annual Comparison¹

	2011	2010	2009
Simulcast Days	114	362	362
Total Handle	\$1,187,720	\$9,045,225	\$10,686,014
Average Daily Handle	\$10,419	\$24,987	\$29,334
Breakage to Permittee	\$5,277	\$37,184	\$48,126
State Commission	\$17,816	\$135,678	\$160,290
Breeders Award	\$8,599	\$59,009	\$69,926
Return to the Public	\$874,984	\$6,788,850	\$8,133,806

Estimated Benefits to Wyoming

Expansion of pari-mutuel event wagering options gives extra incentives to track owners and horse breeders to invest in Wyoming. Wyoming Horse Racing LLC, the state's only track operator's, goal is to expand its number of race days over the next 2 to 3 years to 16 to 24 race days with possible dates being run at Sweetwater Downs in Rock Springs, the Central Wyoming Fair in Casper, the Complex in Gillette, Frontier Days in Cheyenne.

These goals are dependent on facility availability and available horse population. Available purse money will help drive participation by out of state horsemen. Available Wyoming Bred funds will drive the number of available Wyoming horses that can participate.

Legislative Service Office's Fiscal Note Impact Statement² estimates that within the next 2-3 years of enacting this bill, the following benefits are estimated:

1. Grow the Wyoming Breeder's Award Fund from the 2011 level from approximately \$8,500 to over \$110,000 in FY2014; \$180,000 in FY2015; and \$200,000 in FY2016. This is significant in that it incentivizes people to breed more horses as well as increasing the value of the Wyoming bred horse.
2. One percent of the revenue stream allocated to the cities and counties where the revenue will be generated is estimated to total \$275,000 in FY2014; \$450,000 in FY2015; and \$500,000 in FY2016.

¹ Annual Report of the Wyoming Pari-Mutuel Commission

² Estimates are based on total wagers of \$27,500,000 in FY 2014, \$45,000,000 in FY 2015; and \$50,000,000 in FY2017.

FACT SHEET

- Pari-mutuel wagering has been legal in Wyoming since the late 1960's, H.B. 25 does not provide for a new form of gaming. It is still pari-mutuel wagering.
- Unlike most businesses, pari-mutuel wagering is regulated and governed by the Wyoming Pari-mutuel Commission and statutes. In many instances, in order to make changes in the way business is conducted a statute change is required as horse racing is a highly regulated industry.
- Under current state law it is necessary to operate a live horseracing meet in order to maintain the Off Track simulcast facilities.
- Pari-mutuel wagering is the major source of funds for Wyoming horse breeders. It provides the revenue for the Wyoming Breeders Awards.
- Just a few years ago, Wyoming had four live horse tracks. Sweetwater Downs is the only remaining live horse race track in Wyoming. Lack of sufficient revenues forced the closure of the other tracks.
- The off-track betting operations subsidize the shortfalls of operating live racing.
- The changes provided by H.B. 25 would affect the racing industry, agribusiness, tourism and provide an economic impact.
- Purses in Western States are more than double from Wyoming but yet the expenses are the same: there is feed, care, trainers, jockeys, etc. to pay for. An average purse is \$600.00 in Wyoming and \$1500.00+ in New Mexico and other states. HB25 will provide the additional revenue needed help Wyoming be more competitive.
- In 1999, the University of Wyoming, College of Agriculture conducted a study of the economic contribution of Wyoming Downs to Wyoming. In 1999 it is estimated that Wyoming Downs brought \$6.6 million dollars into the Wyoming economy. This amount includes a \$2.3 million in expenditures in the Evanston area by nonresident spectators, \$1.6 million in horse training expenditures in the Evanston area by racing participants, \$652,000 in trip expenditures in the Evanston area by nonresident horse owners, and \$2.0 million in track expenditure (net of admission and track fees) in Wyoming by Wyoming Downs. The economic activity associated with horse racing and related wagering activities at Wyoming Downs supported 232 full and part-time jobs in the Wyoming economy. Labor earnings associated with this employment totaled \$846,699. In addition economic activities at Wyoming Downs generated \$339,891 of State and local government revenue in Wyoming.

HB 25 SIMULCASTING OF PARI MUTUEL EVENTS FREQUENTLY ASKED QUESTIONS

Q: What is a Pari- Mutuel Event?

A: According to W.S. 11-25-102 "Pari-mutuel event" means the events which are authorized by the commission for the conduct of horse racing (to include quarter horse, thoroughbred or other approved races), harness racing, cutter racing, chariot racing, chuck wagon racing, professional roping events and simulcasting of dog racing and the events described in this paragraph as prescribed by the commission.

Q. Is this a locally controlled option?

A: Yes, pari-mutuel events must be approved by the vote of the citizens in each county. Even in the 13 counties that have already approved Pari-mutuel wagering a permittee still must get the County Board of Commissioners to approve the specific event and location.

Q: What counties have voted to allow pari-mutuel events and wagering?

A: Uinta, Albany, Fremont, Sweetwater, Natrona, Campbell, Johnson, Platte, Teton, Laramie, Carbon, Sheridan and Weston.

Q: Is there a benefit to the cities, towns and counties?

A: Yes the bill provides for a direct revenue stream to the cities and counties where the OTBs are located.

Q: Aren't the Historic Horse Racing Terminals slot machines?

A: No, the Historic Horse Racing Terminals show the exact same simulcast race as it was seen when it was run live. They are real horses, real jockeys, real trainers. It is the exact same race.

Q: Does this type of wagering require skill?

A: Yes. These are not made up races. If Historic Horse Racing were pure chance, i.e. a slot, then the #1 horse winning the race would have a 10% chance of winning as would the # 2 horse, the # 3 horse and so on. With Historic Horse Racing, patrons win as frequently as 1 in 6 times. This is far better than pure chance, as skill is involved.

Q: How will this bill benefit the Wyoming Horse Industry?

A: Again, Pari-mutuel wagering is the major source of funds for Wyoming horse breeders. It provides all the revenue for the Wyoming Breeders Awards.

Q: Are there other benefits to the State?

A: Yes. The increase in the number of live race meets will provide an estimated economic impact in those communities of \$1 million for each race day. In addition, this new technology in pari-mutuel events will support and create jobs downstream in the horse industry, such as the breeders, veterinarians, farriers, jockeys, mutual clerks, etc.

Description of Pari-mutuel Wagering on Historic Races

Pari-mutuel wagering on historic horse races is a system-based type of betting. It utilizes the same basic infrastructure used in wagering on the horse races at Sweetwater Downs in Rock Springs. Bettors can use their skill to make selections on historic horse races with a data base of over more than 20,000 races. While the patron does not know the name of the horses or track prior to the race being shown, they can access handicapping information illustrating the strengths of the entrants. If the wager is successful, then the payoffs are computed via the pari-mutuel system. The bettor is wagering against others playing that particular wager, and those winning pools will vary in value based on the success of other bettors. This is totally different than a slot machine, which has a random number generator and the bettor is playing against the house.

Regulatory Integrity: Since pari-mutuel wagering on historic horse races has been introduced in Kentucky, the regulatory environment has been taken to whole new level. The Kentucky Horse Racing Commission was able to examine the Arkansas rules, regulations and oversight and work with industry leaders to improve the situation. Listed below are the foundation pieces of the historic horse racing regulatory framework:

- Racing Commissioners International Model Rules – North American racing and wagering regulatory bodies have come together and passed model rules which provide direction and uniformity in the sport and business of horse racing. There are now model rules on pari-mutuel wagering on historic horse races which provide a strong foundation for regulatory efforts.
- Thoroughbred Racing and Protective Bureau – Since the 1950's, the TRPB has provided security services to North American Thoroughbred racetracks. As the wagering product has changed, the TRPB has kept pace and now provides important auditing procedures to insure that all pari-mutuel bets are being placed and tracked in accordance with the rules. The TRPB has been auditing historic horse racing wagers for 10 years.
- Gaming Labs International – GLI is the world's foremost testing lab for gaming and wagering. Every new historic horse racing wager goes through a rigorous testing process by the GLI experts. They also will travel to the site and test the system at the facility. Their testing guarantees full compliance with the rules.
- Wyoming Horse Racing Commission – Using the Kentucky model, Wyoming will be able to provide a world class regulatory framework for historic horse racing. House Bill 25 has more than adequate funding in place.

Sweetwater County Board of County Commissioners
2013 Renewal Scholarship Applicants

Renewal (award one):

Aaron Cheese

Misty O'Lexey

Tyler Trumble

Hannah Winward

Yes	No	Ranking

CB
3/14/2013



CMAQ Agreement
Rev. 2/4/13

**CONGESTION MITIGATION/AIR QUALITY (CMAQ) AGREEMENT
BETWEEN THE
WYOMING DEPARTMENT OF TRANSPORTATION
AND THE
BOARD OF SWEETWATER COUNTY COMMISSIONERS**

Federal Award Information	
CFDA No.: 20.205	CFDA Title: Highway Planning and Construction
Award Name: Congestion Mitigation/Air Quality	Awarding Federal Agency: Federal Highway Administration
WYDOT Award Information	
Agreement No.: CM13010	Project No.: CM 0.00 CM13010
Recipient DUNS: 033802513	Recipient County: Sweetwater
WYDOT Program Mgr.: Ken Ledet	Telephone: (307) 777-4179 Email: cj.brown@wyo.gov
WYDOT Contact for Confirmation of Funds: Barbara MacKenzie	Telephone: (307) 777-4039 Email: barbara.mackenzie@wyo.gov

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, Wyoming 82009, and the Board of Sweetwater County Commissioners, hereinafter referred to as the "County", whose address is 80 West Flaming Gorge Way, Suite 23, Green River, Wyoming 82935.
2. **Purpose.** The purpose of this Agreement is to provide for federal funding for a dust suppression project administered by the County, and to outline the terms, conditions and mutual understandings of the parties as to the manner in which the Project will be undertaken and completed.
3. **Term of Agreement.** This Agreement shall commence upon the day and date last signed and executed by the duly authorized representatives of the parties to this Agreement and shall remain in full force and effect until terminated. This Agreement may be terminated, without cause, by either party upon 30 days written notice, which notice shall be delivered by hand or certified mail.
4. **In consideration of the mutual covenants herein set forth, WYDOT and the County agree as to the following General Conditions:**
 - a. **Project Scope.** The County shall undertake and complete the Project as described in the CMAQ Project Application, dated April 30, 2013, the Project Award letter dated July 29, 2013, and the project description referenced in Attachment "A", herewith incorporated by reference, filed with and approved by WYDOT in accordance with the terms and conditions of this Agreement.

- b. **Period of Performance.** The County shall commence and complete the Project in a professional, economical and efficient manner with consideration to timely completion of the project by September 30, 2015. Project work shall commence upon receipt of a Notice to Proceed. The Notice to Proceed shall be issued by WYDOT once the Agreement has been executed by both parties, all environmental work has been completed and any additional requirements of the Federal Highway Administration (FHWA) have been completed. In the event of unusual or unexpected project delay, the County may submit a request to WYDOT for an extension of time to complete the project. The request shall be in writing and addressed to the WYDOT District Engineer. Failure of the County to perform its duties within the time frame herein agreed to may constitute a termination of Agreement, at WYDOT's discretion. If the project is terminated, the County shall return any and all federal funds that have been paid to the project.
- c. **Design Review and Approval and Consultant Selection.** All project design to include engineering, architectural plans, specifications and contract documents shall be prepared under the supervision of a qualified professional engineer or architect licensed to perform such work in the State of Wyoming. An appropriate level of environmental, historical and/or Section 4(f) review and mitigation statement shall be submitted to the WYDOT Local Government Coordinator and a Categorical Exclusion issued by the Federal Highway Administration, if applicable, is required prior to the County's construction contract award. Projects completed within existing right-of-way may be eligible for inclusion in the Programmatic Categorical Exclusion issued by WYDOT Environmental Services. The WYDOT District Engineer shall receive a copy of such plans and project contract documents; review and approve on same prior to the County proceeding with construction bidding and contracting or other construction authorization under this Agreement. If utilized, the consultant selection process shall comply with the Brooks Act, 40 USC 1101 *et seq.* with guidance included in WYDOT Operating Policy 40-1.
- d. **Federal and State Required Contract Provisions.** The County shall determine which of the following provisions are applicable and shall ensure compliance with all applicable provisions:
- Environmental Documentation: contract documents shall include the appropriate level of environmental review and analysis, to include mitigation assessment where required.
 - National Historic Preservation Act (106 Process): for projects involving historic or archaeological sites, the contract documents shall include the appropriate review and mitigation assessment.
 - Design Exceptions: contract documents must note any design exceptions; no exceptions are available for compliance with the Americans with Disabilities Act (ADA).

- Patented and Proprietary Products: contracts requiring the use of a patented or proprietary material, specification, or process, shall be prohibited unless: the item is purchased or obtained through competitive bidding with equally suitable unpatented items, or WYDOT certifies through a public interest finding that the patented or proprietary item is: necessary for synchronization with existing facilities or a unique product for which there is no equally suitable alternative.
 - Buy America Provisions: requires the use of American steel and iron products, when specified.
 - Disadvantaged Business Enterprise (DBE): the County shall solicit the participation of DBE contractors, sub-contractors, and other vendors for this project. If the project has no DBE goals, it should be so stated in the contract bid documents.
 - Required Federal Contract Provisions: The Form FHWA-1273 provisions apply to all work performed on the contract including work performed by subcontract. All contract documents shall include Form FHWA-1273 provisions. The Form FHWA-1273 provisions are required to be physically incorporated into each subcontract and subsequent lower tier subcontracts and shall not be incorporated by reference. The prime contractor is responsible for compliance with the Form FHWA-1273 requirements by all subcontractors and lower tier subcontractors. Failure to comply with the Required Contract Provisions may be considered as grounds for contract termination. Furthermore, failure to incorporate the Form FHWA-1273 into all subcontracts or failure to comply with the requirements of Section IV, Payment of Predetermined Minimum Wage and Section V, Statements and Payrolls, may be considered as grounds for debarment under 29 CFR 5.12. Form FHWA-1273 is included as Attachment A.
 - Manual on Uniform Traffic Control Devices (MUTCD): signing and pavement striping of public roads must meet MUTCD criteria. Projects which intersect with public roadways must be appropriately signed during the construction stage. Permanent safety signing should be identified on a separate plan sheet in the contract documents.
 - Labor Rates: contract documents must include provisions for the compliance with Wyoming labor rates and Davis-Bacon as outlined in the Form FHWA-1273.
 - Equipment/Materials/Labor Cost Determination: unless supported by appropriate cost effectiveness determination, the use of public owned equipment, material or labor will not be allowed. To be eligible, such costs must comply with effective hourly schedules and supported by a Public Interest Finding.
- e. **Prohibited Interest.** No member, officer or employee of the County during his tenure or one year thereafter shall have any interest, direct or indirect, in this Agreement or the Proceeds thereof.

- f. **Project Abandonment.** Should the County abandon the project at any time, or if the project is not let to construction within two years of the completion of the design or prior to the completion, due to the delay or actions by the County, the County shall reimburse WYDOT for the entire cost, including any Federal Aid portion of the work completed at the time of abandonment.
- g. **Project Administration.** Project administration must be performed by a public employee to be in responsible charge. The County shall appoint a public employee as the project administrator who is accountable for the project. The project administrator shall have a current certification from WYDOT under the WYDOT Local Project Administration (LPA) Certification Program.

Project administration costs are eligible for reimbursement under this program on the 80/20 percent matching ratio and must remain within the total project cost. Reimbursements for the federal portion of the project (80 percent) shall be submitted on WYDOT Form LGC-CR, Project Cost Reimbursement Statement, signed by the authorized County representatives and approved by the WYDOT District Engineer.

- h. **Project Contracting and Construction.** Project work shall be performed by Wyoming licensed and qualified private construction firms. Since federal funds are involved in the project, no in-state preference will apply for materials, labor, contracts or subcontracts. Bid analysis shall be performed to ensure balance unit bidding. WYDOT reserves the right to review all contract bids prior to contract award. Upon notification of WYDOT approval of the project design documents and issuance of a Categorical Exclusion, the County may proceed with open, public competitive bidding for project construction. Such project bidding shall follow accepted municipal and county bidding procedures, including public advertising. Extra work/claims must be within the scope of contract.
- i. **Project and Final Inspections.** Project inspections shall be conducted by the County or authorized representatives. WYDOT representatives may inspect the project at their discretion. The County shall notify WYDOT of final inspection and a WYDOT representative may accompany the County's representative on the final inspection. Prior to final payment, the County shall notify WYDOT that the project has been completed in substantial conformance with the plans and specifications, including compliance with Wyoming State Statute 16-6-116 – Final Settlement and Payment. Additionally, the County shall complete WYDOT Form LPE-3, Acceptance Certificate and Final Completion, which shall accompany the final reimbursement payment request.
- j. **Project Funding.** The total estimated project cost is \$312,500, comprised of \$250,000 federal and \$62,500 local funding. The County agrees that it will provide from local and unrestricted federal funds, monies in the amount sufficient together with the federal funding to assure payment of the actual Project costs. The County's eligible costs incurred shall be reimbursed on an approved

WYDOT reimbursement request form. Reimbursement requests shall be accompanied by actual cost expenditures. WYDOT will reimburse those eligible costs based on program guidelines at the ratio of 80 percent federal and 20 percent local monies. Requests for reimbursement may be submitted monthly, but shall not exceed quarterly submittals. Reimbursement requests shall be submitted to the WYDOT District Engineer. Final request for reimbursements must be accompanied by a WYDOT Form LP-3E, Completion and Acceptance form, and shall be submitted to WYDOT no later than the 15th of November, 2015. The County shall initiate and prosecute to completion all actions necessary to enable the County to provide its share of the Project costs at or prior to the time that such funds are needed to meet Project costs.

This Agreement is required to comply with the Federal Funding Accountability and Transparency Act (FFATA) of 2006. As the prime recipient of these funds, WYDOT will report the required information to the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS). The FFATA requires any person or entity receiving contract or grant funds directly from the federal government to report certain information regarding those funds through a centralized website, www.fsrs.gov. The law requires that you provide your Data Universal Numbering System (DUNS) number to WYDOT. This requirement means you need to be registered with DUNS and Bradstreet. Instructions for this process can be found at www.dnb.com. Additional information regarding this Act may be found at the following sites:

<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>
and
<http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.

- k. **Project Maintenance.** Project maintenance and perpetual care shall be the responsibility of the County.
- l. **Public Interest Finding.** If the County elects to use Force Account work (materials and/or labor) as its local match or a portion of its local match, such a determination requires the County to make a finding in the public interest. Prior to the use of Force Account work, the County must complete a Public Interest Finding on WYDOT Form LGC-PIF. WYDOT Form LGC-PIF must be submitted by the County for approval by the WYDOT District Engineer.
- m. **Restrictions, Prohibitions, Controls and Labor Provisions.**
 - i. **Equal Employment Opportunity.** In connection with the carrying out of the Project, the County shall not discriminate against any employee or applicant for employment because of race, color, age, creed, sex, national origin or disability. The County shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, age, national origin or disability. Such action shall include, but not be limited to, the

following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- ii. **Disadvantaged Business Enterprise (DBE) Requirements.**
 - 1. **Policy.** It is the policy of WYDOT that Disadvantaged Business Enterprises, defined as Minority Business Enterprises and Woman Business Enterprises, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this Agreement.
 - 2. **DBE Obligation.** The County or its contractor agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this Agreement. In this regard, the County shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBE's have the maximum opportunity to compete for and perform contracts. The County and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of WYDOT assisted Contracts.
- iii. **Title VI Civil Rights Act of 1964.** The County shall comply and shall assure the compliance by contractors and subcontractors under this Project with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (49 U.S.C. 2000d), the Regulations of the Department of Transportation (DOT) issued there under, 49 CFR Part 21, and the Assurance by the County pursuant thereto.
- iv. **Compliance with Elderly and Disabled Regulations.** The County shall comply with applicable regulations regarding transportation for Elderly and Disabled persons, set forth in 49 CFR Part 27 and the Americans with Disabilities Act of 1990.
- n. **Right-of-Way and Utilities.** Prior to proceeding with project bidding, the County must submit to the WYDOT District Engineer a completed Right-of-Way and Utility Certificate, if applicable, indicating clearance of right-of-way and utilities for the project. Right-of-Way and Utility Clearance is the County's responsibility. All acquisition of private property and relocation of displaced individuals and businesses shall be in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646, (Uniform Act) and the regulations of 49 CFR Part 24.

5. 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 County 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. The County shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of WYDOT.
- e. **Assumption of Risk.** The County shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to its failure to comply with state or federal requirements. WYDOT shall notify the County of any state or federal determination of noncompliance.
- f. **Audit/Access to Records.** This Agreement is considered a pass-through Agreement and must follow the Office of Management and Budget (OMB) Circular A-133 which requires Sponsors that expend \$500,000 or more in total Federal awards during their fiscal year to:
- Have a single audit or program-specific audit conducted; and
 - The audit must be submitted to the Federal Audit Clearinghouse within the earlier of 30 days after receipt of the auditor's report(s), or within 9 months after the end of the audit period, unless a longer period is agreed to in advance by the Federal agency that provided the funding or a different period is specified in a program-specific audit guide.
 - No audit costs may be charged to Federal awards when required audits have not been made or have been made but not in accordance with OMB Circular A-133. In cases of inability or unwillingness to have an audit conducted in accordance with OMB Circular A-133, Federal agencies and pass-through entities shall take appropriate action using sanctions as follows:
 - Withholding a percentage of Federal awards until the audit is completed satisfactorily;
 - Withholding or disallowing overhead costs;
 - Suspending Federal awards until the audit is conducted; or
 - Terminating the Federal award.

In addition to the above requirements, WYDOT Internal Review requires Sponsors to:

- Provide a certification letter to WYDOT that states:
 - If the above-mentioned audit was conducted,
 - If the schedule of findings and questioned costs disclosed any audit findings related to WYDOT funding, and
 - If the summary schedule of prior audit findings reported on the status of any audit findings related to WYDOT funding.
- Provide WYDOT with a copy of the Sponsor's audit report and corrective action plan only when the audit report includes material findings related to WYDOT funding.

A copy of the certification and/or audit report should be sent to:

Wyoming Department of Transportation
Internal Review Services
5300 Bishop Boulevard
Cheyenne, Wyoming 82009-3340

The Sponsor may be subject to monitoring activities by WYDOT including on-site visits, review of supporting documents, and limited scope audits. The Sponsor shall permit independent auditors, Federal personnel and WYDOT auditors, access to any pertinent books, documents, papers, and records necessary to perform monitoring of activities. The Sponsor shall keep audit reports and audit documents on file for three years after the project is complete. The audit is the sole responsibility of the Sponsor.

- g. **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 performed by the County, this Agreement may be terminated by WYDOT at the end of the period for which the funds are available. WYDOT will notify the County 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.
- h. **Compliance with Law.** The County shall keep informed of and comply with all applicable, Federal, State and local laws and regulations in the performance of this Agreement.

- i. **Entirety of Agreement.** This Agreement, consisting of twelve pages, Attachment "A", consisting of two pages and Attachment "B", consisting of eleven pages; represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

- j. **Human Trafficking.** If required by 22 U.S.C. 7104(g) and 2 CFR Part 175, this Agreement may be terminated without penalty if a private entity that receives funds under this Agreement:
 - i. Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procures a commercial sex act during the period of time that the award is in effect; or
 - iii. Uses forced labor in the performance of the award or sub-awards under the award.

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

- l. **Kickbacks**
 - i. The County 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 County is prohibited from inducing by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled.
 - ii. The County 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 County shall engage in any contract or activity which would constitute a conflict of interest as related to this Agreement.
 - iv. If the County breaches or violates 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.

- m. **Limitations on Lobbying Activities.** In accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by the County or its subcontractors in connection with lobbying Congressmen, or any federal agency in connection with the award of a federal grant, contract, cooperative agreement or loan. The County and its subcontractors shall submit a certification statement and disclosure form acceptable to WYDOT prior to commencement of any work.
- n. **Nondiscrimination.** The County 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 County 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. In reference to Title VI Policy, WYDOT's Civil Rights Program is responsible for initiating and monitoring Title VI activities, preparing required reports and other WYDOT responsibilities as required by 23 Code of Federal Regulation (CFR) 200 and 49 Code of Federal Regulation 21.
- o. **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 delivered by hand or certified mail.
- p. **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.
- q. **Publicity.** Publicity given to the project or services provided herein, including notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the County and related to the services and work to be performed under this Agreement, shall identify WYDOT as the sponsoring agency and shall provide a copy of what was shared with WYDOT.
- r. **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.
- s. **Sovereign Immunity.** The State of Wyoming and WYDOT do not waive sovereign immunity by entering into this Agreement and the County does not waive governmental immunity, and each specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, et seq., and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as 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.

- t. **Suspension and Debarment.** By signing this Agreement, the County 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 an 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. Further, the County agrees to notify WYDOT by certified mail should it or any of its agents become debarred, suspended or voluntarily excluded during the term of the Agreement.
- u. **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.

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

“THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK”

6. **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 shown below.

ATTEST:

Title

(SEAL)

BOARD OF SWEETWATER COUNTY COMMISSIONERS:

By: _____
Chairman
Wally J. Johnson

Print Name
August 20, 2013

Date

ATTEST:

Sandra J. Scott
Secretary – Transportation Commission
of Wyoming

(SEAL)

WYOMING DEPARTMENT OF TRANSPORTATION:

By: _____
Gregg C. Fredrick, P.E., Assistant Chief
Engineer for Engineering and Planning

Date

Approved as to form:

By: _____
Douglas J. Moench
Senior Assistant Attorney General
State of Wyoming

Date agreement prepared: 7/29/13

ATTACHMENT "A"**SWEETWATER COUNTY (1)****CMAQ ROADS**

ROAD NUMBER	ROAD NAME	PROJECT DESCRIPTION	MILES (IF KNOWN)
CR # 23	Wamsutter Road North	Purchase and Application of MgCL	2 Miles
CR # 23	Wamsutter Road South	Purchase and Application of MgCL	7.50 Miles
CR # 25	Hiawatha Road	Purchase and Application of MgCL	10.85 Miles
CR # 58	Yellowstone Road	Purchase and Application of MgCL	3 Miles
CR # 17	Chilton Road	Purchase and Application of MgCL	1.90 Miles
CR # 1236	Frontage Road	Purchase and Application of MgCL	0.50 Miles
CR # 24	Patrick Draw Road	Purchase and Application of MgCL	11.25 Miles
CR # 106	Farson 2nd East Road	Purchase and Application of MgCL	3.5 Miles
CR # 108	Farson Little Sandy Road	Purchase and Application of MgCL	2.5 Miles
CR # 126	Eden Ryepatch Road	Purchase and Application of MgCL	5.5 Miles
CR # 5	Blue Rim Road	Purchase and Application of MgCL	5 Miles
CR # 95	Harborlite Entrance Road	Purchase and Application of MgCL	2 Miles
CR #2	Little America Road	Purchase and Application of MgCL	3.5 Miles

ATTACHMENT "A"

ROAD NUMBER	ROAD NAME	PROJECT DESCRIPTION	MILES (IF KNOWN)
CR # 68	Stauffer Picnic Grounds Road	Purchase and Application of MgCL	3 Miles
CR # 37	Peru Cutoff Road	Purchase and Application of MgCL	1 Miles
CR # 41	Bryan Road		1 Mile
TOTAL MILES:			120 Miles 9/9/

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

Attachment "B"

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts

Attachment "B"

should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with

Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The

Attachment "B"

employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions

made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

Attachment "B"

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the

laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the

Attachment "B"

"Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the

apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Attachment "B"

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the

overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

Attachment "B"

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting

agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to

Attachment "B"

be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However,

failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant

Attachment "B"

is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

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

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

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

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is

submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Attachment "B"

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-L.L.L., "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.



CMAQ Agreement
Rev. 2/4/13

8/17/2013

**CONGESTION MITIGATION/AIR QUALITY (CMAQ) AGREEMENT
BETWEEN THE
WYOMING DEPARTMENT OF TRANSPORTATION
AND THE
BOARD OF SWEETWATER COUNTY COMMISSIONERS**

Federal Award Information	
CFDA No.: 20.205	CFDA Title: Highway Planning and Construction
Award Name: Congestion Mitigation/Air Quality	Awarding Federal Agency: Federal Highway Administration
WYDOT Award Information	
Agreement No.: CM13011	Project No.: CM 0.00 CM13011
Recipient DUNS: 033802513	Recipient County: Sweetwater
WYDOT Program Mgr.: Ken Ledet	Telephone: (307) 777-4862 Email: kenneth.ledet@wyo.gov
WYDOT Contact for Confirmation of Funds: Barbara MacKenzie	Telephone: (307) 777-4039 Email: barbara.mackenzie@wyo.gov

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, Wyoming 82009, and the Board of Sweetwater County Commissioners, hereinafter referred to as the "County", whose address is 80 West Flaming Gorge Way, Suite 23, Green River, Wyoming 82935.
2. **Purpose.** The purpose of this Agreement is to provide for federal funding for a dust suppression project administered by the County, and to outline the terms, conditions and mutual understandings of the parties as to the manner in which the Project will be undertaken and completed.
3. **Term of Agreement.** This Agreement shall commence upon the day and date last signed and executed by the duly authorized representatives of the parties to this Agreement and shall remain in full force and effect until terminated. This Agreement may be terminated, without cause, by either party upon 30 days written notice, which notice shall be delivered by hand or certified mail.
4. **In consideration of the mutual covenants herein set forth, WYDOT and the County agree as to the following General Conditions:**
 - a. **Project Scope.** The County shall undertake and complete the Project as described in the CMAQ Project Application, dated April 30, 2013, the Project Award letter dated July 29, 2013, and the project description referenced in Attachment "A", herewith incorporated by reference, filed with and approved by WYDOT in accordance with the terms and conditions of this Agreement.

- b. **Period of Performance.** The County shall commence and complete the Project in a professional, economical and efficient manner with consideration to timely completion of the project by September 30, 2015. Project work shall commence upon receipt of a Notice to Proceed. The Notice to Proceed shall be issued by WYDOT once the Agreement has been executed by both parties, all environmental work has been completed and any additional requirements of the Federal Highway Administration (FHWA) have been completed. In the event of unusual or unexpected project delay, the County may submit a request to WYDOT for an extension of time to complete the project. The request shall be in writing and addressed to the WYDOT District Engineer. Failure of the County to perform its duties within the time frame herein agreed to may constitute a termination of Agreement, at WYDOT's discretion. If the project is terminated, the County shall return any and all federal funds that have been paid to the project.
- c. **Design Review and Approval and Consultant Selection.** All project design to include engineering, architectural plans, specifications and contract documents shall be prepared under the supervision of a qualified professional engineer or architect licensed to perform such work in the State of Wyoming. An appropriate level of environmental, historical and/or Section 4(f) review and mitigation statement shall be submitted to the WYDOT Local Government Coordinator and a Categorical Exclusion issued by the Federal Highway Administration, if applicable, is required prior to the County's construction contract award. Projects completed within existing right-of-way may be eligible for inclusion in the Programmatic Categorical Exclusion issued by WYDOT Environmental Services. The WYDOT District Engineer shall receive a copy of such plans and project contract documents; review and approve on same prior to the County proceeding with construction bidding and contracting or other construction authorization under this Agreement. If utilized, the consultant selection process shall comply with the Brooks Act, 40 USC 1101 *et seq.* with guidance included in WYDOT Operating Policy 40-1.
- d. **Federal and State Required Contract Provisions.** The County shall determine which of the following provisions are applicable and shall ensure compliance with all applicable provisions:
- **Environmental Documentation:** contract documents shall include the appropriate level of environmental review and analysis, to include mitigation assessment where required.
 - **National Historic Preservation Act (106 Process):** for projects involving historic or archaeological sites, the contract documents shall include the appropriate review and mitigation assessment.
 - **Design Exceptions:** contract documents must note any design exceptions; no exceptions are available for compliance with the Americans with Disabilities Act (ADA).

- Patented and Proprietary Products: contracts requiring the use of a patented or proprietary material, specification, or process, shall be prohibited unless: the item is purchased or obtained through competitive bidding with equally suitable unpatented items, or WYDOT certifies through a public interest finding that the patented or proprietary item is: necessary for synchronization with existing facilities or a unique product for which there is no equally suitable alternative.
 - Buy America Provisions: requires the use of American steel and iron products, when specified.
 - Disadvantaged Business Enterprise (DBE): the County shall solicit the participation of DBE contractors, sub-contractors, and other vendors for this project. If the project has no DBE goals, it should be so stated in the contract bid documents.
 - Required Federal Contract Provisions: The Form FHWA-1273 provisions apply to all work performed on the contract including work performed by subcontract. All contract documents shall include Form FHWA-1273 provisions. The Form FHWA-1273 provisions are required to be physically incorporated into each subcontract and subsequent lower tier subcontracts and shall not be incorporated by reference. The prime contractor is responsible for compliance with the Form FHWA-1273 requirements by all subcontractors and lower tier subcontractors. Failure to comply with the Required Contract Provisions may be considered as grounds for contract termination. Furthermore, failure to incorporate the Form FHWA-1273 into all subcontracts or failure to comply with the requirements of Section IV, Payment of Predetermined Minimum Wage and Section V, Statements and Payrolls, may be considered as grounds for debarment under 29 CFR 5.12. Form FHWA-1273 is included as Attachment A.
 - Manual on Uniform Traffic Control Devices (MUTCD): signing and pavement striping of public roads must meet MUTCD criteria. Projects which intersect with public roadways must be appropriately signed during the construction stage. Permanent safety signing should be identified on a separate plan sheet in the contract documents.
 - Labor Rates: contract documents must include provisions for the compliance with Wyoming labor rates and Davis-Bacon as outlined in the Form FHWA-1273.
 - Equipment/Materials/Labor Cost Determination: unless supported by appropriate cost effectiveness determination, the use of public owned equipment, material or labor will not be allowed. To be eligible, such costs must comply with effective hourly schedules and supported by a Public Interest Finding.
- e. **Prohibited Interest.** No member, officer or employee of the County during his tenure or one year thereafter shall have any interest, direct or indirect, in this Agreement or the Proceeds thereof.

- f. **Project Abandonment.** Should the County abandon the project at any time, or if the project is not let to construction within two years of the completion of the design or prior to the completion, due to the delay or actions by the County, the County shall reimburse WYDOT for the entire cost, including any Federal Aid portion of the work completed at the time of abandonment.
- g. **Project Administration.** Project administration must be performed by a public employee to be in responsible charge. The County shall appoint a public employee as the project administrator who is accountable for the project. The project administrator shall have a current certification from WYDOT under the WYDOT Local Project Administration (LPA) Certification Program.

Project administration costs are eligible for reimbursement under this program on the 80/20 percent matching ratio and must remain within the total project cost. Reimbursements for the federal portion of the project (80 percent) shall be submitted on WYDOT Form LGC-CR, Project Cost Reimbursement Statement, signed by the authorized County representatives and approved by the WYDOT District Engineer.

- h. **Project Contracting and Construction.** Project work shall be performed by Wyoming licensed and qualified private construction firms. Since federal funds are involved in the project, no in-state preference will apply for materials, labor, contracts or subcontracts. Bid analysis shall be performed to ensure balance unit bidding. WYDOT reserves the right to review all contract bids prior to contract award. Upon notification of WYDOT approval of the project design documents and issuance of a Categorical Exclusion, the County may proceed with open, public competitive bidding for project construction. Such project bidding shall follow accepted municipal and county bidding procedures, including public advertising. Extra work/claims must be within the scope of contract.
- i. **Project and Final Inspections.** Project inspections shall be conducted by the County or authorized representatives. WYDOT representatives may inspect the project at their discretion. The County shall notify WYDOT of final inspection and a WYDOT representative may accompany the County's representative on the final inspection. Prior to final payment, the County shall notify WYDOT that the project has been completed in substantial conformance with the plans and specifications, including compliance with Wyoming State Statute 16-6-116 – Final Settlement and Payment. Additionally, the County shall complete WYDOT Form LPE-3, Acceptance Certificate and Final Completion, which shall accompany the final reimbursement payment request.
- j. **Project Funding.** The total estimated project cost is \$187,500, comprised of \$150,000 federal and \$37,500 local funding. The County agrees that it will provide from local and unrestricted federal funds, monies in the amount sufficient together with the federal funding to assure payment of the actual Project costs. The County's eligible costs incurred shall be reimbursed on an approved

WYDOT reimbursement request form. Reimbursement requests shall be accompanied by actual cost expenditures. WYDOT will reimburse those eligible costs based on program guidelines at the ratio of 80 percent federal and 20 percent local monies. Requests for reimbursement may be submitted monthly, but shall not exceed quarterly submittals. Reimbursement requests shall be submitted to the WYDOT District Engineer. Final request for reimbursements must be accompanied by a WYDOT Form LP-3E, Completion and Acceptance form, and shall be submitted to WYDOT no later than the 15th of November, 2015. The County shall initiate and prosecute to completion all actions necessary to enable the County to provide its share of the Project costs at or prior to the time that such funds are needed to meet Project costs.

This Agreement is required to comply with the Federal Funding Accountability and Transparency Act (FFATA) of 2006. As the prime recipient of these funds, WYDOT will report the required information to the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS). The FFATA requires any person or entity receiving contract or grant funds directly from the federal government to report certain information regarding those funds through a centralized website, www.fsr.gov. The law requires that you provide your Data Universal Numbering System (DUNS) number to WYDOT. This requirement means you need to be registered with DUNS and Bradstreet. Instructions for this process can be found at www.dnb.com. Additional information regarding this Act may be found at the following sites:

<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>

and

<http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.

- k. **Project Maintenance.** Project maintenance and perpetual care shall be the responsibility of the County.
- l. **Public Interest Finding.** If the County elects to use Force Account work (materials and/or labor) as its local match or a portion of its local match, such a determination requires the County to make a finding in the public interest. Prior to the use of Force Account work, the County must complete a Public Interest Finding on WYDOT Form LGC-PIF. WYDOT Form LGC-PIF must be submitted by the County for approval by the WYDOT District Engineer.
- m. **Restrictions, Prohibitions, Controls and Labor Provisions.**
 - i. **Equal Employment Opportunity.** In connection with the carrying out of the Project, the County shall not discriminate against any employee or applicant for employment because of race, color, age, creed, sex, national origin or disability. The County shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, age, national origin or disability. Such action shall include, but not be limited to, the

following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- ii. Disadvantaged Business Enterprise (DBE) Requirements.
 - 1. Policy. It is the policy of WYDOT that Disadvantaged Business Enterprises, defined as Minority Business Enterprises and Woman Business Enterprises, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this Agreement.
 - 2. DBE Obligation. The County or its contractor agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this Agreement. In this regard, the County shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBE's have the maximum opportunity to compete for and perform contracts. The County and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of WYDOT assisted Contracts.
- iii. Title VI Civil Rights Act of 1964. The County shall comply and shall assure the compliance by contractors and subcontractors under this Project with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (49 U.S.C. 2000d), the Regulations of the Department of Transportation (DOT) issued there under, 49 CFR Part 21, and the Assurance by the County pursuant thereto.
- iv. Compliance with Elderly and Disabled Regulations. The County shall comply with applicable regulations regarding transportation for Elderly and Disabled persons, set forth in 49 CFR Part 27 and the Americans with Disabilities Act of 1990.
- n. **Right-of-Way and Utilities.** Prior to proceeding with project bidding, the County must submit to the WYDOT District Engineer a completed Right-of-Way and Utility Certificate, if applicable, indicating clearance of right-of-way and utilities for the project. Right-of-Way and Utility Clearance is the County's responsibility. All acquisition of private property and relocation of displaced individuals and businesses shall be in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646, (Uniform Act) and the regulations of 49 CFR Part 24.

5. 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 County 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. The County shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of WYDOT.
- e. **Assumption of Risk.** The County shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to its failure to comply with state or federal requirements. WYDOT shall notify the County of any state or federal determination of noncompliance.
- f. **Audit/Access to Records.** This Agreement is considered a pass-through Agreement and must follow the Office of Management and Budget (OMB) Circular A-133 which requires Sponsors that expend \$500,000 or more in total Federal awards during their fiscal year to:
- Have a single audit or program-specific audit conducted; and
 - The audit must be submitted to the Federal Audit Clearinghouse within the earlier of 30 days after receipt of the auditor's report(s), or within 9 months after the end of the audit period, unless a longer period is agreed to in advance by the Federal agency that provided the funding or a different period is specified in a program-specific audit guide.
 - No audit costs may be charged to Federal awards when required audits have not been made or have been made but not in accordance with OMB Circular A-133. In cases of inability or unwillingness to have an audit conducted in accordance with OMB Circular A-133, Federal agencies and pass-through entities shall take appropriate action using sanctions as follows:
 - Withholding a percentage of Federal awards until the audit is completed satisfactorily;
 - Withholding or disallowing overhead costs;
 - Suspending Federal awards until the audit is conducted; or
 - Terminating the Federal award.

In addition to the above requirements, WYDOT Internal Review requires Sponsors to:

- Provide a certification letter to WYDOT that states:
 - If the above-mentioned audit was conducted,
 - If the schedule of findings and questioned costs disclosed any audit findings related to WYDOT funding, and
 - If the summary schedule of prior audit findings reported on the status of any audit findings related to WYDOT funding.
- Provide WYDOT with a copy of the Sponsor's audit report and corrective action plan only when the audit report includes material findings related to WYDOT funding.

A copy of the certification and/or audit report should be sent to:

Wyoming Department of Transportation
Internal Review Services
5300 Bishop Boulevard
Cheyenne, Wyoming 82009-3340

The Sponsor may be subject to monitoring activities by WYDOT including on-site visits, review of supporting documents, and limited scope audits. The Sponsor shall permit independent auditors, Federal personnel and WYDOT auditors, access to any pertinent books, documents, papers, and records necessary to perform monitoring of activities. The Sponsor shall keep audit reports and audit documents on file for three years after the project is complete. The audit is the sole responsibility of the Sponsor.

- g. 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 performed by the County, this Agreement may be terminated by WYDOT at the end of the period for which the funds are available. WYDOT will notify the County 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.
- h. Compliance with Law.** The County shall keep informed of and comply with all applicable, Federal, State and local laws and regulations in the performance of this Agreement.

- i. **Entirety of Agreement.** This Agreement, consisting of twelve pages, Attachment "A", consisting of one page and Attachment "B" consisting of eleven pages; represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

- j. **Human Trafficking.** If required by 22 U.S.C. 7104(g) and 2 CFR Part 175, this Agreement may be terminated without penalty if a private entity that receives funds under this Agreement:
 - i. Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procures a commercial sex act during the period of time that the award is in effect; or
 - iii. Uses forced labor in the performance of the award or sub-awards under the award.

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

- l. **Kickbacks**
 - i. The County 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 County is prohibited from inducing by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled.
 - ii. The County 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 County shall engage in any contract or activity which would constitute a conflict of interest as related to this Agreement.
 - iv. If the County breaches or violates 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.

- m. **Limitations on Lobbying Activities.** In accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by the County or its subcontractors in connection with lobbying Congressmen, or any federal agency in connection with the award of a federal grant, contract, cooperative agreement or loan. The County and its subcontractors shall submit a certification statement and disclosure form acceptable to WYDOT prior to commencement of any work.
- n. **Nondiscrimination.** The County 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 County 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. In reference to Title VI Policy, WYDOT's Civil Rights Program is responsible for initiating and monitoring Title VI activities, preparing required reports and other WYDOT responsibilities as required by 23 Code of Federal Regulation (CFR) 200 and 49 Code of Federal Regulation 21.
- o. **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 delivered by hand or certified mail.
- p. **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.
- q. **Publicity.** Publicity given to the project or services provided herein, including notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the County and related to the services and work to be performed under this Agreement, shall identify WYDOT as the sponsoring agency and shall provide a copy of what was shared with WYDOT.
- r. **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.
- s. **Sovereign Immunity.** The State of Wyoming and WYDOT do not waive sovereign immunity by entering into this Agreement and the County does not waive governmental immunity, and each specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, et seq., and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as 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.

- t. **Suspension and Debarment.** By signing this Agreement, the County 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 an 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. Further, the County agrees to notify WYDOT by certified mail should it or any of its agents become debarred, suspended or voluntarily excluded during the term of the Agreement.

- u. **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.

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

“THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK”

6. **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 shown below.

ATTEST:

BOARD OF SWEETWATER COUNTY COMMISSIONERS:

By: _____

Chairman

Wally J. Johnson

Title

Print Name

August 20, 2013

(SEAL)

Date

ATTEST:

WYOMING DEPARTMENT OF TRANSPORTATION:

By: _____

Sandra J. Scott
Secretary – Transportation Commission
of Wyoming

Gregg C. Fredrick, P.E., Assistant Chief
Engineer for Engineering and Planning

(SEAL)

Date

Approved as to form:

By: _____

Douglas J. Moench
Senior Assistant Attorney General
State of Wyoming

Date agreement prepared: 7/29/13

ATTACHMENT "A"

SWEETWATER COUNTY (2)

CMAQ ROADS

ROAD NUMBER	ROAD NAME	PROJECT DESCRIPTION	MILES (IF KNOWN)
CR # 4-58	Yellowstone Rd	Upgrading of road from gravel to a surface treatment consisting of a triple application of chip seal	3.12 Miles
TOTAL MILES:			3.12 miles 1.59

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

- A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

Attachment "B"

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. **Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts

Attachment "B"

should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below.

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with

Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The

Attachment "B"

employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5, "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions

made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

Attachment "B"

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the

laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the

Attachment "B"

"Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the

apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Attachment "B"

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the

overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

Attachment "B"

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting

agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to

Attachment "B"

be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more -- as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification -- First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However,

failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant

Attachment "B"

is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

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

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

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

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is

submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Attachment "B"

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

Sweetwater County
Request to Restaff Vacant Position

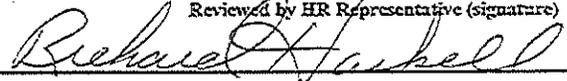
Board Meeting Date: 8/20/2013
 Department: Sheriff's Office - Detention Center
 Position: Detention Officer
 Vacancy Date: 8/31/2013
 Reason for vacancy: Sergeant resigned on 8/31/13. Promoting a Corporal to Sgt. Det. Officer to Corporal, leaving a Detention Officer vacancy
 Department Request: Re-staff Detention Officer, in a full time capacity with full benefits
 Anticipated Re-staff Date 9/1/2013

Board Action:	
Approved _____	Date: <u>8/20/2013</u>
Denied _____	
Full time _____	# Hours (if part time) _____
Part time _____	Delay restaffing until (month) _____
Restaff immediately _____	

	Position	Hire Date	Monthly							Total cost of employment (salary + benefits)	Annual Cost of employment
			Salary	Retirement	Health Insurance	LTD	FICA	Workers Compensation	Total benefits		
Current costs for Detention Employee	Detention Officer (\$ years, Grade 13, step 4 rate of pay)	9/1/2008	\$ 4,714.85	\$ 310.95	\$ 1,473.58	\$ 16.97	\$ 360.68	\$ 71.67	\$ 2,733.65	\$ 7,448.48	\$ 89,381.81
Anticipated Costs to restaff Position Vacancy	Detention Officer I (grade 15, step 1. * see notes below)	9/1/2013	\$ 3,727.25	\$ 641.09	\$ 1,473.58	\$ 13.42	\$ 285.13	\$ 56.65	\$ 2,469.67	\$ 6,196.92	\$ 74,363.09
Net Difference (savings)			\$ (987.58)	\$ (169.86)	\$ -	\$ (3.56)	\$ (75.55)	\$ (15.01)	\$ (263.98)	\$ (1,251.56)	\$ (15,018.72)

NOTES
 Health Insurance: Anticipates Family health insurance coverage, for new employee.
 Costs calculated using a re-staffing date of: 9/1/2013



 Reviewed by HR Representative (signature)


 Reviewed by Department Head/ Elected Official (signature)

 Commission Chair (signature)

8-13-13

 Date:
8-13-13

 Date:

 Date:

SERVICES

24/7

ALS = EMT – I or EMT – P

911 Responses

Transfers

Area map included to show area

STAFFING

2: 1 BLS and 1 ALS minimum for 911

2 ambulances staffed 24/7 in service area

Capability for

Legality of response across state lines

PERSONNEL

ID

Uniform

Certification per State of WY

Training – calendar/records

Roster or personnel

Supervisor in charge daily

VEHICLES

Maintenance records

Replacement schedule

RESPONSE TIMES

Area familiarity

Response standard – measurable and attainable – en route with reasonable drive times

REPORTING/DOCUMENTATION

State requirements followed

Reporting to Board

INSURANCE

Per State EMS rules

Per Federal and State requirements

Indemnification

MEDICAL CONTROL/QA

Uncompensated oversight

Medical Director to be ED-physician at MHSC

QA program in coordination with MHSC and medical director

DISPATCH

Current contract language – change to JCC

DISASTER PLAN

COORDINATION WITH OTHERS

Mutual Aid with other EMS providers - Written contingency for notification when requested

Ambulance Station Location

Per sample contract

Mutual Aid

Insert some place “staffing requirements and actual calls may still create triage situations”



Zoning Permit for Construction/Use

Sweetwater County Land Use
80 West Flaming Gorge Way, Suite 23
Green River, WY 82935
p: (307) 872-3914 / 922-6430 f: 872-3991
landuse@sweet.wy.us

Date of Submittal: 08 06 13
Permit Number: 013 076
Present Zoning: R-2/SF
PID: 04-1905-05-4-03-013-00

Approved Approved with Conditions
 Denied/Reason: Section 5.6.2.d. Accessory structure exceeds sq. ft. of home.
Date of Action: 8/6/13 Land Use Official Signature: [Signature]

Application Fee: \$50.00 for Residential and Agricultural Construction
 0.1% of Project, \$300.00 Minimum, \$5,000.00 Maximum for Non-Residential Construction. List cost of project over \$300,000, including labor & materials: \$ _____

While Sweetwater County has not adopted and does not enforce the International Residential Code or the International Building Code, it has adopted and will inspect for the International Fire Code. It is the applicant's or landowner's responsibility to ensure that construction standards are met and buildings and structures are inspected. Please fill the application out completely; incomplete applications will be returned. Attach all required supporting documentation and additional information which may be required for approval of your application. Zoning Permit regulations may be found in Sections 4 & 5 of the Sweetwater County Zoning Resolution.

RECEIVED
AUG - 6 2013
SWC LAND USE

GENERAL INFORMATION

Property Owner of Record Contact Information
Isaiah D. Attebury & Melissa Perkins
(307) 870-2391
(307) 389-3384

Applicant / Agent Contact Information (if different)
[Empty Box]

PROPERTY INFORMATION

County Assigned Address: 6 Beverly Hills Drive, Rock Springs, WY 82901 Lot Size: 2.13 (acres)
Project Location: Quarter(s): SE Section: 5 Township: 19 Range: 105W
Subdivision Name: White Mountain Country Estates Lot: 13 Block: _____

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

Primary Structure (i.e. Home, Office) Existing Proposed Type of Construction: stick/stucco
Square Footage: 1966 Height: 24 (ft) Type of Foundation: concrete footer and concrete fndtn
Use: Residence

Additions to Primary Structure Existing Proposed Type of Construction: stick/sheetrock
Square Footage: 552 Height: 24 (ft) Type of Foundation: N/A
Use: part of primary residence

Accessory Structures (i.e., Shop, Garage, Shed) Existing Proposed Attached Detached
Square Footage: 702 Height: 24 (ft) Type of Construction/Foundation: concrete footer and concrete f
Use: garage for primary residence

Accessory Structures (i.e., Shop, Garage, Shed) Existing Proposed Attached Detached
Square Footage: 5600 Height: 24 (ft) Type of Construction/Foundation: Pole Barn/No foundation
Use: Horse Barn and Indoor Riding Arena

Accessory Structures (i.e., Shop, Garage, Shed) Existing Proposed Attached Detached
Square Footage: 1280 Height: 24 (ft) Type of Construction/Foundation: Pole Barn/No foundation
Use: garage/shop

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

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

PERMIT SUBMITTAL REQUIREMENTS

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

1. **Site Plan:** A site plan, legibly drawn to scale and based on legally established lot corners that are permanently marked and identified, showing the following information:
 - a. Address of the property.
 - b. Legal Description
 - c. Location and dimensions of the land area in question
 - d. Size, shape, dimensions and location of existing or proposed structures
 - e. Location of fire hydrant or water supply
 - f. Access including dimensions, distance from property corners and size of culvert
 - g. Show general drainage of lot or parcel
 - h. Parking and loading areas
 - i. Commercial signage, if applicable
 - j. Septic and well locations
 - k. Fuels being used or stored on the property
 - l. Utilities
 - m. Easements
2. **Residential Floor Plan:** A floor plan including: rooms labeled and dimensioned, size of egress windows and doors, location of smoke alarms, type of door hardware, hallway widths, width of stairs and garage or building separation material.
3. **Commercial Floor Plan:** Include all items in the residential floor plan as well as location and type of exit signs, details of emergency lighting plan and location of fire extinguishers.
4. **Water and/or Sewer Supply:**
 - a. Private Wyoming State Well Permit Number or Name of Water District: White Mountain Water & Sewer
 - b. Private Septic System Permit Number or Name of Sewer District: White Mountain Water & Sewer

SIGNATURE REQUIRED

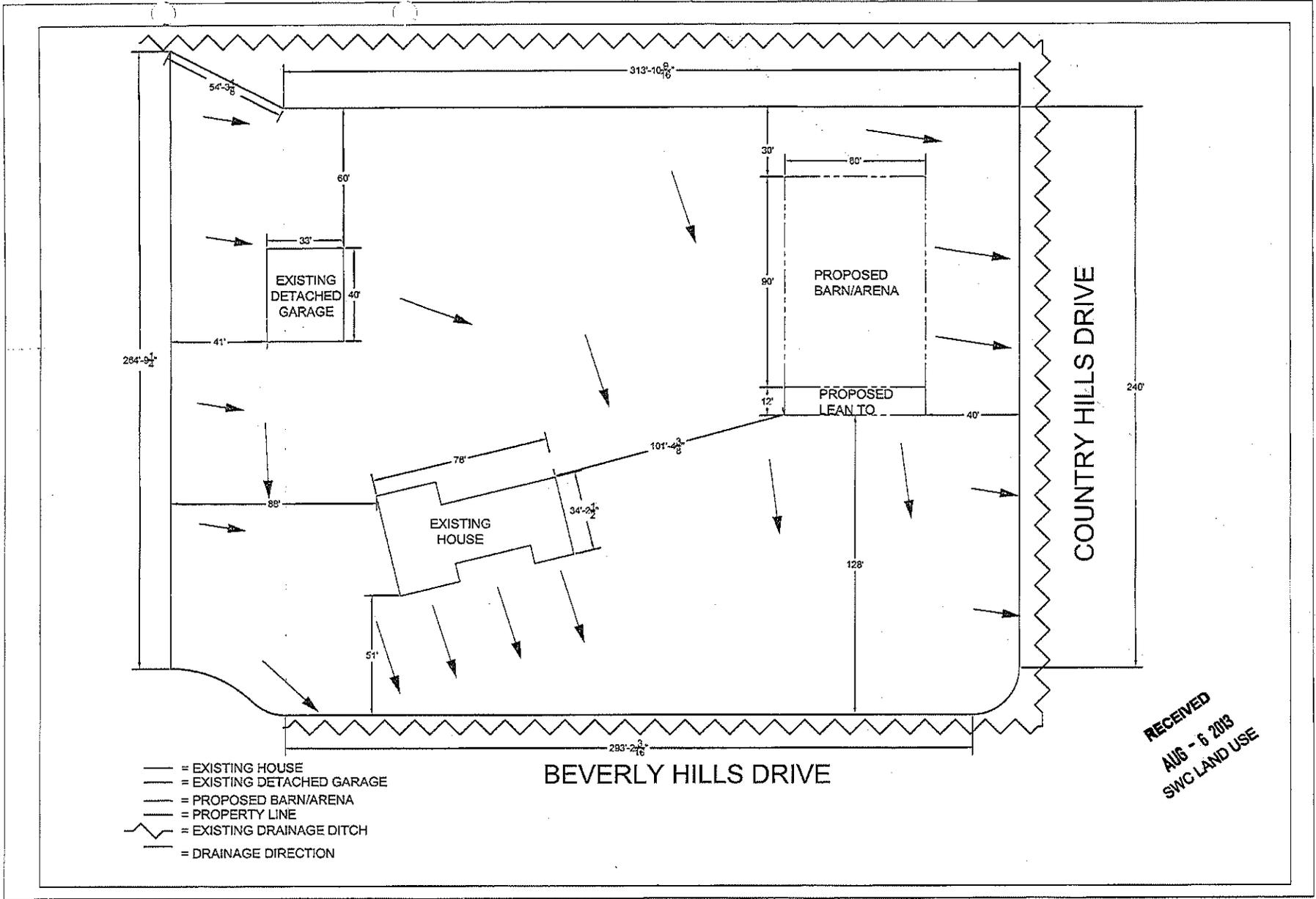
I acknowledge that I have read and understand this application and the pertinent regulations. I further agree if the permit is approved, I will comply with all regulations and conditions of approval. I grant Sweetwater County the right of ingress/egress as reasonably necessary to determine compliance with County regulations or conditions of this permit. I certify that the information provided with this application is true and correct.


Signature of Owner of Record

8/5/13
Date

Signature of Applicant/Agent

Date



RECEIVED
 AUG - 6 2013
 SWC LAND USE