

**NOTICE- THE SWEETWATER COUNTY BOARD OF COUNTY COMMISSIONERS  
WILL MEET IN REGULAR SESSION ON TUESDAY, May 6, 2014 AT 8:30 A.M.  
IN THE 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: 4-15-14

**ACCEPTANCE OF BILLS**

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

**PUBLIC HEARING**

Budget Amendments:  
1. Southwest Counseling Services  
2. Sweetwater County

**COMMISSIONER COMMENTS/REPORTS**

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

**COUNTY RESIDENT CONCERNS**

**9:30**

**ACTION/PRESENTATION ITEMS**

**9:40** 2014 Sweetwater County Board of County  
Commissioners Scholarship Award

**9:55** Re-Establish Election Districts

**10:00** Filing of the Proposed High Desert Rural Healthcare  
District Formation Petition

**10:05** Approval of Amendment One to the Joint Powers

Agreement for the SWCO Community Juvenile Services Board

- 10:10** Board Appointment to the SWCO Community Juvenile Services Board
- 10:15** Approval of Purchases with Homeland Security Grant Funding for the City of Rock Springs Police Department
- 10:20** Approval of the High Risk Rural Roads (HRRR) Grant Cooperative Agreement
- 10:25** Approval of Professional Services Contract for 2014 Paint Striping Contract
- 10:30** Approval of 2014 Annual Road Maintenance Plan with Flaming Gorge Ranger District
- 10:35** Sweetwater County's Request to Enter as a Party in the Hearing to Consider Simplot's Application to Construct the Simplot Ammonia Facility
- 10:40** Sponsorship of 2014 Community Cleanup
- 10:45** Annual Meeting with Federal Land Management Agencies within Sweetwater County

**LUNCH**

**ACTION/PRESENTATION ITEMS CONTINUED**

- 1:30** Status Update on Financial Software Implementation
- 1:45** Upgrade Phone System
- 2:00** An Agreement between Jack & Jeanie Wiemer, and the SWCO Commission to Establish the Terms & Conditions for the SWCO Sheriff's Deputies, and Certain Authorized Volunteers to Periodically use the Wiemer's Boat for Dive Training and Recovery Operations
- 2:05** CDC Landscape Proposal
- 2:10** Request to Replace Vacant Position in Attorney's Office

**2:15** Request to Replace 1 Vacancy in Detention Center and  
1 Vacancy in Patrol Division

**2:20** Cost of Living Adjustment Discussion

**2:35** Position Classification Changes

**2:55** FY 2015 Budget Requests Filing

**OTHER**

**EXECUTIVE SESSION(S) AS NEEDED**

Legal/Personnel

**ADJOURN**

April 15, 2014  
Green River, WY

The Board of County Commissioners met this day at 8:30 a.m. in Regular Session with Acting Chairman West, Commissioner Kolb and Commissioner Van Matre present. Chairman Johnson and Commissioner Bailiff were excused from the meeting. The meeting opened with the Pledge of Allegiance.

**Approval of Agenda**

*Commissioner Kolb moved to approve the agenda. Commissioner Van Matre seconded the motion. The motion carried.*

**Approval of Minutes: 4-1-14 & 4-7-14**

Acting Chairman West requested to include under his April 1, 2014 comments that an in-patient skilled nursing facility was discussed at the Hospice Board meeting. *Commissioner Van Matre moved to approve the minutes dated April 1, 2014 and April 7, 2014 with the reflected change. Commissioner Kolb seconded the motion. The motion carried.*

**Acceptance of Bills**

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

*Commissioner Kolb moved to approve the county vouchers/warrants, approval of the monthly reports, approval of the bonds and approval of the abates/rebates. Commissioner Van Matre seconded the motion. The motion carried.*

CHECK #	PAYEE	DESCRIPTION	AMOUNT
59538-59584 & ADVICES	EMPLOYEES AND PAYROLL VENDORS	PAYROLL RUN	1,459,046.72
59585	CENTURYLINK	PHONE BILLS	1,863.67
59586	CENTURYLINK	PHONE BILLS	5,136.13
59587	ROCK SPRINGS MUNICIPAL UTILITY	WATER SERVICE	3,373.81
59588	ROCKY MTN POWER	ELECTRIC SERVICE	10,887.91
59589	SHEPARD CONSTRUCTION INC	PAYMENT APPLICATION	1,327.50
59590	SWEETWATER CABLE TV	INTERNET SERVICE	115.05
59591	UNION TELEPHONE COMPANY INC	PHONE	43.63
59592	WELLS FARGO	CONFERENCE	4,446.52
59593	WYOMING RETIREMENT SYSTEM	PAYMENT	1,709.22
59594	BRIDGER VALLEY ELECTRIC ASSN	UTILITIES	207.17
59595	CITY OF GREEN RIVER	UTILITIES	1,341.00
59596	CITY OF ROCK SPRINGS	BLDG PERMIT	250.00
59597	DIRECTV	SATELITE TV	16.79
59598	QUESTAR GAS	UTILITIES	5,561.34
59599	ROCKY MTN POWER	UTILITIES	6,958.01
59600	SHADOW MOUNTAIN WATER OF WY	WATER	33.80
59601	SWEETWATER CABLE TV	TV SERVICE	55.10
59602	USPS - HASLER	POSTAGE	6,000.00
59603	VERIZON WIRELESS	CELL PHONES	228.03
59604	WYO DEPT OF WORKFORCE SERVICES	WORKER'S COMPENSATION	13,626.22
59605	WYOMING RETIREMENT SYSTEM	VOLUNTEER RETIREMENT	37.50
59606	WYOMING WASTE SERVICES - ROCK	UTILITIES	1,396.71
59607	ACE HARDWARE	SUPPLIES	299.33
59608	ADVANCED MEDICAL IMAGING LLC	AUTOPSY	110.00
59609	AIRGAS USA LLC	SUPPLIES	20.47
59610	ALCOHOL & DRUG TESTING SVCS LLC	PRE-EMPLOYMENT TESTING	198.00
59611	ALL PRO TURBO LINING	EQUIPMENT	522.00
59612	ALLEN MD PC, PATRICK C	AUTOPSY	2,080.00
59613	ALLEN, CHERYL	MILEAGE	268.80
59614	AMERICAN PLANNING ASSOCIATION	MEMBERSHIP	703.00
59615	AUTOSPA INC	CAR WASH	46.45
59616	AWARDS UNLIMITED & ENGRAVING	PLAQUE	64.95
59617	BADGER DAYLIGHTING CORP	EXCAVATION	4,260.00
59618	BATTERY SYSTEMS	BATTERIES	44.51
59619	BENNETT PAINT & GLASS	PARTS	401.00
59620	BITTER CREEK BREWING	MEAL	20.00
59621	BLOEDORN LUMBER	MATERIALS	14.97
59622	BOB BARKER COMPANY INC	INMATE CLOTHING	305.82
59623	BOOKCLIFF SALES INC	SUPPLIES	192.00
59624	CAPITAL BUSINESS SYSTEMS INC	MAINTENANCE	175.01
59625	CARQUEST AUTO PARTS	PARTS	2,024.51
59626	CARTER, MATTHEW K.	OIL	102.36
59627	CASPER PSYCHOLOGICAL SERVICES	FEES/MILEAGE	2,893.80
59628	CHEMICAL TESTING PROGRAM	KITS	5,144.50
59629	CIGNA	INSURANCE PREMIUMS	12,784.39

59630	CIVIL AIR PATROL MAGAZINE	AD	135.00
59631	CLIMB WYOMING	EXPENSES	3,006.68
59632	CODALE ELECTRIC SUPPLY INC	MATERIALS	114.14
59633	COMMUNICATION TECHNOLOGIES INC	SITE RENTAL	200.00
59634	COPIER & SUPPLY CO INC	MAINTENANCE	1,830.00
59635	CREATIVE CULTURE INSIGNIA LLC	BADGES	465.50
59636	DELL MARKETING L P	COMPUTER	1,354.54
59637	DELTA DENTAL	CLAIMS	39,834.90
59638	DELTA RIGGING & TOOLS	SUPPLIES	566.94
59639	DIVERSIFIED INSURANCE BEN SERV LLC	FEES	1,030.14
59640	DIVERSIFIED INSURANCE BEN SERV LLC	FEES	6,000.00
59641	DIXON INFORMATION INC	TESTING	68.00
59642	DJ'S GLASS	REPAIR	180.00
59643	ELECTRICAL CONNECTIONS INC	REPAIRS/SERVICES	1,988.76
59644	F B MCFADDEN WHOLESALE COMPANY	INMATE FOOD	3,505.36
59645	FASTENAL COMPANY	PARTS	43.99
59646	FEDEX	SHIPPING/HANDLING	311.54
59647	FELDERMAN, KIMMIE	MILEAGE	21.28
59648	FIRE ENGINEERING COMPANY INC	SPRINKLERS	1,482.00
59649	FIRST CHOICE FORD	MAINTENANCE	335.78
59650	FLEETPRIDE	PARTS	13.69
59651	FRED PRYOR SEMINARS	SEMINAR	298.00
59652	FREMONT MOTORS ROCK SPRINGS	MAINTENANCE	89.96
59653	G & K SERVICES	CLEANING SERVICE	557.80
59654	GLOBAL ASSETS INTEGRATED	EQUIPMENT	1,454.89
59655	GOLDEN HOUR SENIOR CITIZENS CNTR	BUDGET ALLOCATION	21,709.90
59656	GOVCONNECTION INC	SOFTWARE	484.00
59657	GRAINGER	PART	36.96
59658	GRIFFITH, LYNETTE	MILEAGE	204.96
59659	HAMM-HILLS, LAURA J	TRANSCRIPTION FEES	562.25
59660	HCC LIFE INSURANCE COMPANY	STOP LOSS FEES	24,386.60
59661	HIGH SECURITY LOCK & ALARM	MATERIALS	17,891.29
59662	HOLLAND EQUIPMENT COMPANY	PARTS/SERVICE	760.56
59663	HOMAX OIL SALES INC	FUEL	36,876.94
59664	HORIZON LABORATORY LLC	AUTOPSIES	305.00
59665	HOSE & RUBBER SUPPLY	PARTS	69.35
59666	INDUSTRIAL SOLUTIONS INC	SERVICE	717.00
59667	INDUSTRIAL SUPPLY	SUPPLIES	174.24
59668	INSULATION INC	SERVICE	1,339.06
59669	INTERACT	POSTAGE	67.92
59670	INTERNATIONAL CODE COUNCIL INC	BOOKS	221.00
59671	INTERNATIONAL HOMICIDE	MEMBERSHIP DUES	150.00
59672	ISC INC	EQUIPMENT	5,196.60
59673	JACK'S TRUCK & EQUIPMENT	PART	55.28
59674	JME FIRE PROTECTION	INSPECTION	1,703.90
59675	JOBS AVAILABLE	SUBSCRIPTION	45.00
59676	JOHNSON, WALLY J	MEAL/MILEAGE	290.20
59677	KILMERS BG DISTRIBUTING	ADDITIVES	124.50
59678	KROGER-SMITH'S CUSTOMER CHARGES	CLASS FOOD	124.78
59679	LEXISNEXIS RISK DATA MANAGEMNT INC	USER FEES	703.50
59680	MANPOWER	JANIITORS	4,217.61
59681	MCKEE FOODS CORPORATION	INMATE FOOD	442.32
59682	MEADOW GOLD DAIRIES SLC	INMATE FOOD	685.92
59683	MID-WEST EXTRADITION AGENCY LLC	EXTRADITION	800.00
59684	MODEL SERVICE INC	SIGNS	187.80
59685	MORPHOTRUST USA	EQUIPMENT	19,429.00
59686	MOUNTAIN WEST BUSINESS SOLUTIONS	MAINTENANCE	60.00
59687	MOUNTAINLAND SUPPLY COMPANY	SUPPLIES	602.94
59688	NAPA AUTO PARTS UNLIMITED	MAINTENANCE	84.54
59689	NATIONAL BUSINESS FURNITURE	FURNISHINGS	7,993.32
59690	NET TRANSCRIPTS INC	TRANSCRIPTION	547.30
59691	NG, PAUL	PHOTOS	75.00
59692	NICHOLAS & COMPANY	INMATE FOOD	1,736.74
59693	PACIFIC STEEL & RECYCLING	SUPPLIES	16.20
59694	PLAN ONE/ARCHITECTS	SERVICE	5,794.50
59695	PM AUTOGLASS INC	MAINTENANCE	190.00
59696	QUILL CORPORATION	SUPPLIES	96.48
59697	R S REFRIGERATION SUPPLY	MATERIALS	160.48
59698	RADOSEVICH, JOHN P	SUPPLY	15.89
59699	RDJ SPECIALTIES INC	SUPPLIES	350.09
59700	REAL KLEEN INC	SUPPLIES	332.00
59701	ROCK SPRINGS NEWSPAPERS INC	ADS	183.36

59702	ROCK SPRINGS NEWSPAPERS INC	ADS	7,596.78
59703	ROCK SPRINGS NEWSPAPERS INC	ADS	280.52
59704	ROCK SPRINGS NEWSPAPERS INC	ADS	88.48
59705	ROCK SPRINGS SW CO AIRPORT	BUDGET ALLOCATION	180,992.00
59706	ROCK SPRINGS, GREEN RIVER,	BUDGET ALLOCATION	168,280.75
59707	ROCKY MOUNTAIN SERVICE BUREAU INC	DEBT COLLECTION	1,181.91
59708	RON'S ACE RENTALS	SUPPLIES	174.43
59709	SAFETY-KLEEN SYSTEMS INC	SOLVENT	616.02
59710	SALT LAKE AREA GANG PROJECT	CONFERENCE	450.00
59711	SECRETARY OF STATE	NOTARY FEE	30.00
59712	SHADOW MOUNTAIN WATER OF WY	RENTAL	13.50
59713	SHOPKO STORES OPERATING CO LLC	DOG FOOD	55.96
59714	SIRCHIE FINGER PRINT LABORATORIES	SUPPLIES	1,243.33
59715	SKAGGS COMPANIES	EQUIPMENT	396.84
59716	SODEXO INC & AFFILIATES	FOOD	195.00
59717	STAPLES ADVANTAGE - DEPT LA	SUPPLY	414.92
59718	STERLING COMM & ELECTRONICS	RENT	925.00
59719	SUNROC CORPORATION	ROADBASE	6,242.88
59720	SURFACES INC.	SERVICE	2,268.00
59721	SWEETWATER CO CIRCUIT COURT	WAGE CLAIM	40.00
59722	SWEETWATER COUNTY HEALTH BOARD	BUDGET ALLOCATION	105,865.83
59723	SWEETWATER COUNTY INSURANCE	INSURANCE	294,269.62
59724	SWEETWATER PLUMBING & HEATING	PARTS	178.70
59725	SWEETWATER TRANSIT AUTHORITY	BUDGET ALLOCATION	32,775.00
59726	SWEETWATER TROPHIES	SHIPPING	25.85
59727	SWISHER HYGIENE	SUPPLIES	939.11
59728	TEGELER & ASSOCIATES	NOTARY BOND	50.00
59729	THE SHERWIN-WILLIAMS CO	PAINT	219.45
59730	THE TIRE DEN INC	LABOR	2,554.22
59731	THE UPS STORE - #3042	SHIPPING	104.67
59732	TRANSUNION RISK AND ALTERNATIVE	SUPPLIES	110.00
59733	TRUSTED NETWORK SOLUTIONS INC	EQUIPMENT	695.83
59734	TWO SEASONS LLC	REPAIR	1,698.00
59735	TYLER TECHNOLOGIES INC	MAINTENANCE	17,979.50
59736	U S FOODS INC	INMATE FOOD	1,659.92
59737	ULINE	SUPPLIES	1,136.15
59738	UMR INC	FEES	11,203.84
59739	UNITED SITE SERVICES	SERVICE	146.61
59740	VAN VALKENBURG, ROBERT L	FOOD	45.84
59741	VEHICLE LIGHTING SOLUTIONS INC	LIGHTING	8,331.96
59742	WCTA	REGISTRATION	70.00
59743	WESTERN STATES SHERIFFS' ASSN	SUPPLIES	250.00
59744	WESTERN WYOMING COLLEGE	OFFICE SUPPLIES	150.66
59745	WHISLER CHEVROLET COMPANY	MAINTENANCE	335.46
59746	WHITE MOUNTAIN LUMBER & RENTAL	SUPPLIES	69.41
59747	WILKERSON IV MD PC, JAMES A	AUTOPSY	2,105.00
59748	WILLIAMS SCOTSMAN INC	RENTAL	326.81
59749	WYO GUARDIANS AD LITEM PROGRAM	GAL FEES	1,800.46
59750	WYO LAW ENFORCEMENT ACADEMY	COURSE	425.00
59751	WYOMING MACHINERY COMPANY	LABOR/PARTS	9,407.24
59752	WYOMING ORAL & MAXILLOFACIAL SURGERY PC	DENTAL WORK	390.00
59753	WYO TECHNOLOGY TRANSFER CENTER	REGISTRATION	55.00
59754	YOUNG AT HEART CENTER	BUDGET ALLOCATION	2,631.36
59755	YWCA OF SWEETWATER COUNTY	RENTAL ASSISTANCE	2,100.00
<b>GRAND TOTAL:</b>			<b>2,650,987.89</b>

Warrant No. 59600 in the amount of \$33.80 is not included in Grand Total because it was approved at a previous meeting. The prior approved Warrant No. 58906 was voided and reissued with Warrant No. 59600.

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The following bonds were placed on file:

Robbi L. Farrow	School District of BOCES Region V, Treasurer	\$25,000.00
Rich Tyler	RS, GR, SWCO Combined Communications Joint Powers Board, Treasurer	\$50,000.00

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TAXPAYER	VALUATION	TAXPAYER	VALUATION
FINLEY RESOURCES INC	-756,236	ANADARKO E&P CO LLP	-34,696

FINLEY RESOURCES INC	-382,193	ANADARKO E&P CO LLP	-57,665
OCTAVIO JOSE	-475	FIDELITY EXPLORATION & PROD	-2,495
OCTAVIO JOSE	-509	MERIT ENERGY	-8,508
ENCANA OIL & GAS (USA)INC	-125,681	MERIT ENERGY	-890
ANADARKO E&P CO LLP	-187	GET N GO NORTH	-41,659

**Budget Amendments**

**Castle Rock Hospital**

Accounting Manager Bonnie Phillips presented Resolution 14-04-CL-01. Following discussion relative to the funds being dispersed prior to Castle Rock Hospital District and Missions completing the signed contract, Acting Chairman West entertained a motion to approve Resolution 14-04-CL-01 and issue the budget amendment and warrant contingent upon it meeting the motion that was made in a previous meeting and after review of legal counsel. **Commissioner Kolb moved to approve Resolution 14-04-CL-01 and issue a warrant with a stipulation that it meets the prior resolutions requirements to be issued and have Cliff review said document. Commissioner Van Matre seconded the motion.** Following further discussion, Acting Chairman West opened the public hearing. Hearing no comments, the public hearing was closed. The motion carried.

**RESOLUTION 14-04-CL-01  
SWEETWATER COUNTY  
BUDGET AMENDMENT**

DUE to additional operational funding for fiscal year 2014 needed by Castle Rock Hospital District, in the amount of \$515,000,

WHEREAS, representatives from Castle Rock Hospital District came before the Commission on January 21, 2014 to discuss the additional funding needs of Castle Rock Hospital District and a motion passed to provide funding,

WHEREAS, it has been determined that the aforementioned 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 and the County Clerk's office issue a warrant to Castle Rock Hospital District in the amount of \$515,000:

Expenditures Increase General Fund:

Castle Rock Hospital District	\$515,000
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Budget Adjustments Decrease:

Budget Adjustments	\$515,000
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Dated at Green River, Wyoming this 15th day of April, 2014.

THE BOARD OF COUNTY COMMISSIONERS  
OF SWEETWATER COUNTY, WYOMING

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

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

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

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

ATTEST:

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

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

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**Grants**

Accounting Manager Bonnie Phillips presented Resolution 14-04-CL-02. Following discussion, Acting Chairman West opened the public hearing. Hearing no comments, the public hearing was closed. Acting Chairman West entertained a motion to approve Resolution 14-04-CL-02. **Commissioner Kolb moved to approve Resolution 14-04-CL-02. Commissioner Van Matre seconded the motion.** The motion carried.

**RESOLUTION 14-04-CL-02**  
**SWEETWATER COUNTY**  
**BUDGET AMENDMENT**

DUE to the receipt of eleven grants with expenditures totaling \$620,991 and grant revenues totaling \$390,803,

WHEREAS, the Commission approved the above mentioned grants in previous Regular Commission Board meetings,

WHEREAS, it has been determined that the aforementioned funds need 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 Grants:

FY12 Citizen Corps Program Grant		\$2,500
2014 Mineral Royalty Grant	\$	350,000
FY14 HMEP Grant		\$1,875
FY13 EMPG Grant		\$60,000
2011 JABG Amendment & MOU with School District #1		\$15,315
2011 VOA OJJDP		\$33,930
The NRA Foundation Grant Award		\$19,880
Community Development Block Grant		\$50,000
FY13 State Homeland Security Grant		\$69,405
FY13 LETPA		\$15,330
State Homeland Security Grant – Coroner		\$2,756

Expenditure Decrease General Fund:

Potential Grant Match		(\$230,188)
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Revenue Increase Grants:

FY12 Citizen Corps Program Grant		\$2,500
2014 Mineral Royalty Grant		\$175,000
FY14 HMEP Grant		\$1,687
FY13 EMPG Grant		\$30,000
2011 JABG Amendment & MOU with School District #1		\$15,315
2011 VOA OJJDP		\$33,930
The NRA Foundation Grant Award		\$19,880
Community Development Block Grant		\$25,000
FY13 State Homeland Security Grant		\$69,405
FY13 LETPA		\$15,330
State Homeland Security Grant – Coroner		\$2,756

Dated at Green River, Wyoming this 15th day of April, 2014.

THE BOARD OF COUNTY COMMISSIONERS  
OF SWEETWATER COUNTY, WYOMING

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

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

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

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

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

ATTEST:

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

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**Commissioner Comments/Reports**

**Commissioner West**

Acting Chairman West reported that he attended the Hospital Board meeting and announced that CEO Jerry Kline is back from an extended leave. Acting Chairman West noted that Mr. Kline invited the commission to have lunch and a private tour of the medical office building. Acting Chairman West further reported that he, along with Commissioners Kolb and Bailiff, attended the swearing in ceremony for BLM Rock Springs Field Office Manager Kimberlee Foster. Acting Chairman West noted that he, Commissioner Kolb and Land Use Director Eric Bingham were present during a telephone conference with School District # 1 Superintendent Paul Grube regarding the concerns of the Farson School with water and fire protection/suppression. Acting Chairman West read aloud a report from Facilities Manager Chuck Radosevich noting that the HHS Building construction is going well and the judicial development plan contract has been reviewed by Deputy County Attorney Cliff Boevers and explained that, with the remaining funds left over from the Circuit Court remodel, the courtroom seating modifications will begin.

#### **Commissioner Kolb**

Commissioner Kolb recommended, prior to spending the remaining amount of funds left over from the Circuit Court remodel, to consider waiting until the judicial review is over for any major modifications. Commissioner Kolb reported that he was involved in the courtroom security issues. Commissioner Kolb reported that he attended meetings for the Events Complex, Planning & Zoning, Airport Board, Solid Waste District # 2 Board, School District # 1 Board, and attended the swearing in ceremony for BLM Rock Springs Field Office Manager Kimberlee Foster. Lastly, Commissioner Kolb noted that he spoke with County Assessor Pat Drinkle, County Treasurer Robb Slaughter and County Clerk Dale Davis.

#### **Commissioner Van Matre**

Commissioner Van Matre reported that he spoke with VSO Director Larry Levitt, Juvenile Probation Director Karin Kelly, and Grants Manager Krisena Marchal. Commissioner Van Matre further reported that he attended meetings for the Museum Board and Young at Heart Senior Center. Commissioner Van Matre explained that members of the IT and Clerk's office are attending the Munis Software training in San Antonio, Texas.

Commissioner Kolb addressed the courtroom security appropriation and expressed the arduous process relative to the sources of funding.

#### **County Resident Concerns**

Acting Chairman West opened county resident concerns. American Legion Post 28 Commander Tony Niemiec expressed concern relative to the Museum Board de-accession policy regarding American Legion documents and requested direction on how to obtain the historical documents. The commission requested that Deputy County Attorney Cliff Boevers review and report to the commission and the Museum Board. Hearing no further comments, the hearing was closed.

#### **Break**

Acting Chairman West called for a break.

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

##### **Approval of the 2015 TANF-CPI Grant Application Certification**

Grants Manager Krisena Marchal and CLIMB Director Brittany Wells presented and requested a motion to approve, and authorize the Chairman to sign, the Fiscal Year 2015 TANF-CPI Grant Application Certification. A CLIMB graduate was also present to explain the success of the program. Following discussion, Acting Chairman West entertained a motion to approve, and authorize the Chairman to sign, the Fiscal Year 2015 TANF-CPI Grant Application Certification. *Commissioner Van Matre moved to approve the Fiscal Year 2015 TANF-CPI Grant Application Certification and authorize the Chairman to sign. Commissioner Kolb seconded the motion.* The motion carried.

##### **Approval of the 2014 High Intensity Drug Trafficking Area (HIDTA) Sub-recipient Grant Award**

Grants Manager Krisena Marchal presented and requested a motion to approve, and authorize the Chairman to sign, the 2014 High Intensity Drug Trafficking Area (HIDTA) Sub-recipient Grant Award. Following discussion, Acting Chairman West entertained a motion to approve, and authorize the Chairman to sign, the 2014 High Intensity Drug Trafficking Area (HIDTA) Sub-recipient Grant Award. *Commissioner Kolb moved to approve. Commissioner Van Matre seconded the motion.* Following further discussion, the motion carried.

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

Chief Deputy Assessor Dave Divis and Human Resource Director Garry McLean requested authorization to re-staff a vacancy for a full time appraisal technician due to the retirement of an employee. Following discussion, *Commissioner Kolb motioned to approve the request. Commissioner Van Matre seconded the motion.* Following further discussion, the motion carried.

##### **Custodial Schedule**

Custodial Supervisor Karen Bailey and Human Resource Director Garry McLean requested the authorization to replace Manpower employees with two full time and two part time county employees. Acting Chairman West asked for clarification if a resolution should be brought before the board for this issue. Following discussion, Commissioner Kolb proposed having a resolution and budget amendment drafted to approve having two full time and two part time employees. Acting Chairman West questioned if his discussion was in the form of a motion. *Commissioner Kolb made the motion based upon the recommendation. Commissioner Van Matre seconded the motion.* The motion carried.

##### **Asset Donations and Disposal**

Purchasing Manager Marty Dernovich explained that the purchasing office is updating the asset register and has received requests for donations of surplus assets and requested a motion to authorize the transfer and disposal of inventory. Following a lengthy discussion regarding recording all county assets, **Commissioner Kolb motioned to approve the request. Commissioner Van Matre seconded the motion.** The motion carried.

Ms. Dernovich explained that the IT Department has four surplus computers to donate and the Golden Hour Senior Center expressed interest. **Commissioner Van Matre moved to approve the donation of those computers to the Golden Hour Senior Center. Commissioner Kolb seconded the motion.** The motion carried.

**Commissioner Kolb moved to approve the American Legion Archie Hay Post Number 24 surplus donation of one server. Commissioner Van Matre seconded the motion.** The motion carried.

Following discussion relative to who has the authorization for disposing assets, the commission requested that Ms. Dernovich bring a recommendation/policy to the commission regarding how to address the current issue and to ensure that exceeding authority does not happen again. **Commissioner Kolb motioned to dispose of the Rapid Scan 620 XR Imaging Machine. Commissioner Van Matre seconded the motion.** The motion carried.

**National Library Week Proclamation/One Book Donation**

Sweetwater County Library Director Jason Grubb and Public Relations Specialist Lindsey Travis presented and requested support for the National Library Week 2014 Proclamation. **Commissioner Van Matre read the proclamation aloud noting that it was the motion to support the request. Commissioner Kolb seconded the motion.** The motion carried. Mr. Grubb and Ms. Travis presented the commission with One Book One Wyoming.

**NATIONAL LIBRARY WEEK 2014 - PROCLAMATION**

WHEREAS, libraries help lives change in their communities, campuses and schools;

WHEREAS; librarians work to meet the changing needs of their communities, including providing resources for everyone and bringing services outside of library walls;

WHEREAS, libraries and librarians bring together community members to enrich and shape the community and address local issues;

WHEREAS, libraries provide technology and access to downloadable content such as e-books;

WHEREAS, libraries continuously grow and evolve in how they provide for the needs of every member of their communities;

WHEREAS, libraries, librarians, library workers and supporters across America are celebrating National Library Week.

NOW, THEREFORE, be it resolved that I (name, title of official) proclaim National Library Week, April 14-19, 2014. I encourage all residents to visit the library this week to take advantage of the wonderful library resources available @ your library. Lives change @ your library.

THE BOARD OF COUNTY COMMISSIONERS  
OF SWEETWATER COUNTY, WYOMING

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

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

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

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

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

ATTEST:

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

\*\*\*\*\*

**Impact Assistance Agreement- Simplot Phosphates, LLC**

Land Use Director Eric Bingham explained that The Industrial Siting Division has determined that Sweetwater County and the cities of Rock Springs and Green River are primarily impacted from the Simplot Phosphates expansion project and are eligible for impact assistance. Mr. Bingham further explained that on April 3, 2014, Chairman Johnson, Rock Springs Mayor Demshar, and Green River Mayor Castillon met and agreed on the split of Sweetwater County 40%, City of Rock Springs 40% and City of Green River 20% contingent upon the Board of County Commissioners and respective city

council approval. Following discussion, *Commissioner Kolb moved to approve. Commissioner Van Matre seconded the motion.* The motion carried.

**Lunch**

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

**Planning & Zoning- Public Hearing**

**Sweetwater County Solid Waste Disposal District # 2 Conditional Use Permit- Sanitary Landfill**

Planner III Steve Horton provided the Planning & Zoning report and presented Resolution 14-04-ZO-01. Solid Waste Board representative Sue Rigano and Davis & Cannon, LLP Attorney J. Mark Davis were present. Following discussion, Acting Chairman West opened the public hearing. Hearing no comments, the public hearing was closed. *Commissioner Kolb motioned to approve Resolution 14-04-ZO-01. Commissioner Van Matre seconded the motion.* The motion carried.

**RESOLUTION 14-04-ZO-01  
SWEETWATER COUNTY SOLID WASTE DISPOSAL DISTRICT #2  
CONDITIONAL USE PERMIT AMENDMENT  
SANITARY LANDFILL**

WHEREAS, Sweetwater County Solid Waste Disposal District #2 has requested a Conditional Use Permit for the operation of a sanitary landfill in accordance with Section 6 of the Sweetwater County Zoning Resolution. This Conditional Use will be operated on land owned by the Bureau of Land Management and described as:

A tract of land that is described as the Southeast of the Northwest of the Northeast (SEWNNE), Southwest of the Northeast of the Northeast (SWNENE), Northwest of the Southeast of the Northeast (NWSENE), and Northeast of the Southwest of the Northeast (NESWNE) quarters of Section 14, Resurvey Township 19 North, Range 94 West, of the Sixth Principal Meridian, Sweetwater County, Wyoming and that is more particularly described as follows: BEGINNING at the Southwest-Northeast 1/64<sup>th</sup> corner of said Section 14 that is a 3” nominal standard B.L.M. iron pipe with brass cap stamped SW-NE 1/64 S14 1983 MAP 544, said point being the TRUE POINT OF BEGINNING; Thence North 0°02’27” East for a distance of 1317.33 feet to the Northwest-Northeast 1/64<sup>th</sup> corner of said Section 14 that is a 3” nominal standard B.L.M. iron pipe with brass cap stamped NW-NE 1/64 S14 1983 MAP 544; Thence North 89°10’11” East for a distance of 654.01 feet to the Center-North-Northeast 1/64<sup>th</sup> corner of said Section 14 that is a 3” nominal standard B.L.M. iron pipe with brass cap stamped C-N-NE 1/64 S14 1981 MAP 544; Thence North 89°11’24” East for a distance of 654.25 feet to the Northeast-Northeast 1/64<sup>th</sup> corner of said Section 14 that is a 3” nominal standard B.L.M. iron pipe with brass cap stamped NE-NE-1/64 S14 1983 MAP 544; Thence South 0°02’40” East for distance of 1314.66 feet to the Southeast-Northeast 1/64<sup>th</sup> corner of said Section 14 that is a 3” nominal standard B.L.M. iron pipe with brass cap stamped SE-NE 1/64 S14 1983 MAP 544; Thence South 89°03’53” West for a distance of 655.22 feet to the Center-South-Northeast 1/64<sup>th</sup> corner of said Section 14 that is a 3” nominal standard B.L.M. iron pipe with brass cap stamped C-S-NE 1/64 S14 1981 MAP 544; Thence South 89°03’49” West for a distance of 655.04 feet to the Southwest-Northeast 1/64<sup>th</sup> corner and the POINT OF BEGINNING. The above described tract contains an area of 39.551 acres, more or less, and is subject to any rights-of-way and/or easements which have been legally acquired. The basis of bearing for said tract is North 00°02’27” East from the Southwest-Northeast 1/64<sup>th</sup> corner to the Northwest Northeast 1/64<sup>th</sup> corner of said Section 14.

WHEREAS, the Sweetwater County Board of County Commissioners held a public hearing in regards to this matter on April 15, 2014 and has given due consideration to the recommendation of the Planning and Zoning Commission and to all the evidence and testimony presented at the hearing.

NOW THEREFORE BE IT RESOLVED, that the applicant’s request be APPROVED for a period of 50 years.

Dated this 15<sup>th</sup> day of April, 2014.

THE BOARD OF COUNTY COMMISSIONERS  
OF SWEETWATER COUNTY, WYOMING

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

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

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

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

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

ATTEST:

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

\*\*\*\*\*

**Kauppi Wireline Services Conditional Use Permit- Storage of Explosives**

Planner III Steve Horton provided the Planning & Zoning report and presented Resolution 14-04-ZO-02. Kauppi Wireline Service President Don Kauppi was present. Following discussion, Acting Chairman West opened the public hearing. County Fire Code Enforcer Jim Zimmerman explained that the reason for the conditional use permit amendment was for safety reasons. Hearing no further comments, the public hearing was closed. *Commissioner Kolb moved to approve Resolution 14-04-ZO-02. Commissioner Van Matre seconded the motion.* The motion carried.

**RESOLUTION 14-04-ZO-02  
KAUPPI WIRELINE SERVICE CONDITIONAL USE PERMIT  
STORAGE OF EXPLOSIVES**

WHEREAS, Kauppi Wireline Service has requested a Conditional Use Permit for the storage of 50# of explosives as per Section 6 of the Sweetwater County Zoning Resolution. This Conditional Use will be operated on land owned by Donald and Marlene Kauppi and described as:

B&R Subdivision, Lot 3, Sweetwater County, Wyoming

WHEREAS, the Sweetwater County Board of County Commissioners held a public hearing in regards to this matter on April 15, 2014 and has given due consideration to the recommendation of the Planning and Zoning Commission and to all the evidence and testimony presented at the hearing.

NOW THEREFORE BE IT RESOLVED, that the applicant's request be APPROVED with the following conditions:

1. The Conditional Use Permit is approved for a period of 5 years.

Dated this 15<sup>th</sup> day of April, 2014.

THE BOARD OF COUNTY COMMISSIONERS  
OF SWEETWATER COUNTY, WYOMING

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

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

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

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

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

ATTEST:

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

\*\*\*\*\*

**William Taliaferro/Nelson Property Consulting Variance from Growth Management Plan Section 7.5 Installation of Public Water Line**

Planner III Steve Horton provided the Planning & Zoning report and presented Resolution 14-04-ZO-03. Property Owner William Taliaferro and Nelson Property Representative Tara Nelson were present. Following discussion, Acting Chairman West opened the public hearing. Hearing no comments, the public hearing was closed. *Commissioner Van Matre so moved for approval of Resolution 14-04-ZO-03 WRT1 subdivision variance for public water requirements. Commissioner Kolb seconded the motion.* The motion carried.

**RESOLUTION 14-04-ZO-03  
WRT1 SUBDIVISION  
VARIANCE - PUBLIC WATER REQUIREMENTS**

WHEREAS, William R. Taliaferro has requested a Variance from Section 7.5 of the Sweetwater County Growth Management Plan regarding public water requirements for the WRT1 Subdivision which is legally described as:

A Parcel of land located in the NE ¼, NE ¼ of Section 13, T18N, R106W, 6<sup>th</sup> P.M., Sweetwater County, Wyoming, being more particularly described as follows: BEGINNING at the Northeast corner of said Section 13 running thence S 0°01'25": W, 1279.77 feet along the East line thereof to a point on the North Right-of-Way of Lagoon Road from which the North 1/16<sup>th</sup> corner of said Section 13 bears S 0°01'25" W, 40.00 feet; thence along the North Right-of-Way of Lagoon Road N 89°42'36" W, 1116.70 feet; thence continuing along said North Right-of-Way N 0°17'24" E, 50.00 feet;thence continuing along said North Right-of -Way N 89°42'36" W, 200.00 feet to a point on the West line of the NE ¼ NE ¼ of said Section 13 from which the Northeast 1/16<sup>th</sup> corner bears S 0°0'0" E, 90.00 feet;thence N 0°0'0 " W,

1229.15 feet along the West line of the NE ¼ NE ¼ of the said Section 13 to the East 1/16<sup>th</sup> corner thereof;thence S 89°44'12" E, 1316.97 feet along the North line of said Section 13 to the POINT OF BEGINNING. Said Parcel containing 38.42 Acres, more or less. Said Parcel being subject to any easements of record.

WHEREAS, the Sweetwater County Board of County Commissioners held a public hearing in regards to this matter on April 15, 2014 and has given due consideration to all the evidence and testimony presented at the hearing;

NOW THEREFORE BE IT RESOLVED that the Sweetwater County Board of Commissioners hereby APPROVES this Variance.

Dated this 15<sup>th</sup> day of April, 2014.

THE BOARD OF COUNTY COMMISSIONERS  
OF SWEETWATER COUNTY, WYOMING

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

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

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

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

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

ATTEST:

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

\*\*\*\*\*

**Adjourn**

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

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

THE BOARD OF COUNTY COMMISSIONERS  
OF SWEETWATER COUNTY, WYOMING

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

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

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

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

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

ATTEST:

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

\*\*\*\*\*

Authorization for Monthly Reports

5-6-14

1. Sheriff

THE BOARD OF COUNTY COMMISSIONERS  
FOR SWEETWATER COUNTY, WYOMING

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

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

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

Attest:

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

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

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



	DATE	AMOUNT	WARRANT #'S
EAL	4/18/2014	122,054.63	59756-59774
EAL	4/23/2014	515,000.00	59775
EAL	4/24/2014	1,663.35	59776
EAL	4/25/2014	256,900.27	59777-59786
EAL	5/2/2014	14,568.07	
EAL	5/6/2014	793,037.72	
EAL			
EAL			

	AMOUNT	Check #	Advice #
Payroll Run	3,888.22	Payroll:	10978
Payroll Run	1,462,660.01	59787-59833	10979-11222
TOTAL AMOUNT	\$3,169,772.27		

Vouchers in the above amount are hereby approved and ordered paid this date of 05/06/2014

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

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

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

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

Attest:

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

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

**Authorization for Bonds**

**5-6-14**

David E. Bueller	Jamestown Rio Vista Fire District, Treasurer	\$10,000.00
Michael Fermelia	SWCO Solid Waste Disposal District #1, Trustee	\$10,000.00

THE BOARD OF COUNTY COMMISSIONERS  
FOR SWEETWATER COUNTY, WYOMING

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

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

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

Attest:

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

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

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



National Bond Ctr  
310 E. 96th Street  
Indianapolis, IN 46240  
888-844-2663 Fax: 866-547-4883

### CONTINUATION CERTIFICATE

To be attached to and form a part of surety bond number 325125669 (the "Bond"), cross reference bond number 61980010000, for PUBLIC OFFICIAL - TREASURER

dated the 1st day of January, 2003, in the penal sum of \$ 10,000.00 Issued by AMERICAN STATES INSURANCE COMPANY as surety (the "Surety"), on behalf of DAVID E. BULLER as principal (the "Principal"), in favor of JAMESTOWN RIO VISTA FIRE DISTRICT, as obligee (the "Obligee").

The Surety hereby certifies that this Bond is continued in full force and effect until the 1st day of January, 2015, subject to all covenants and conditions of said Bond.

Said Bond has been continued in force upon the express condition that the full extent of the Surety's liability under said Bond, and this and all continuations thereof, for any loss or series of losses occurring during the entire time the Surety remains on said Bond, shall in no event, either individually or in the aggregate, exceed the penal sum of the Bond.

IN WITNESS WHEREOF, the Surety has set its hand and seal this 4th day of October, 2013

AMERICAN STATES INSURANCE COMPANY

(Surety)

By:

*Timothy A. Mikolajewski*

Timothy A. Mikolajewski  
Assistant Secretary - Liberty Mutual Surety



BW INSURANCE AGENCY INC  
200 N CENTER ST  
ROCK SPRINGS , WY 82901-7053  
307-352-3660

Wyoming



# Western Surety Company

## OFFICIAL BOND AND OATH

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 54932399

That we Michael FERMELIA

of Rock Springs, Wyoming, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Wyoming, as Surety, are held and firmly bound unto \_\_\_\_\_, the State of Wyoming, in the penal sum of Ten Thousand and 00/100 DOLLARS (\$ 10,000.00), to which payment well and truly to be made, we bind ourselves and our legal representatives, jointly and severally, firmly by these presents.

Dated this 23rd day of January, 2014.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden  
Appointed  Principal was duly Elected  to the office of \_\_\_\_\_ Trustee  
in the \_\_\_\_\_ of Sweetwater County Solid Waste Disposal District #1,  
and State aforesaid for the term beginning April 10, 2014, and ending  
April 10, 2015.

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



Michael FERMELIA  
Principal

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

## BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

Date Requested: 5/6/14	Name & Title of Presenter: Bonnie Phillips
Department or Organization: <b>Clerk's office</b>	Contact Phone & E-mail: <b>872-3762</b>
Exact Wording for Agenda: <b>Budget Amendments</b>	Preference of Placement on Agenda & Amount of Time Requested for Presentation: <b>8:30 5 min</b>
Will there be Handouts? (If yes, include with meeting request form) <b>yes</b>	Will handouts require SIGNATURES: <b>yes</b>
Additional Information:     	

- All requests to be added to the agenda will need to be submitted in writing on the "Meeting Request Form" by Wednesday at 12:00 p.m. prior to the scheduled meeting and returned in person or electronically to Clerk Sally Shoemaker at: [shoemakers@sweet.wy.us](mailto:shoemakers@sweet.wy.us)
- All handouts are also due by Wednesday at 12:00 p.m. prior to the scheduled meeting date. Handouts may be submitted to Clerk Sally Shoemaker either in person or electronically. ***\*\*If your handout is not accompanied with the request to be added to the agenda, your request will be dismissed and you may reschedule for the next meeting provided the handout(s) are received.\*\****
- Any documents requiring **Board Action** or **signature** are considered agenda items and need to be requested in the same manner.
- All **original** documents requesting action or signature must be submitted to Deputy County Clerk Vickie Eastin. However, a **copy** must be submitted to Sally Shoemaker for distribution of the packet and retention.
- As always, if you are unable to attend the meeting after being placed onto an agenda, please send a representative in your place or your item will be rescheduled.
- In order to determine placement on the agenda, please review the county website ([www.sweet.wy.us/commissioner](http://www.sweet.wy.us/commissioner)) on Thursday afternoon.
- If a request to be placed on an agenda is received **AFTER** the deadline, you will be considered for the next meeting date.
- No handout will be received during a meeting in session.

**RESOLUTION 14-05-CL-01**  
**SWEETWATER COUNTY**  
**BUDGET AMENDMENT**

**WHEREAS, W.S. 16-4-111 requires the Board of County Commissioners to authorize any departure from the adopted budget for any Boards that are appointed by the County Commissioners,**

**WHEREAS, Southwest Counseling Service is requesting to amend their financial budget,**

**WHEREAS, Southwest Counseling Service has an approved financial budget for the fiscal year ending June 30, 2014 which provides total expenditures of \$13,825,359,**

**WHEREAS, it has been determined that the aforementioned budget needs to be amended 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 Southwest Counseling Service be amended to reflect the following budget change:**

**The entire budget be amended to total \$15,250,398**

**Dated at Green River, Wyoming this 6th day of May, 2014.**

**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 for Southwest Counseling Service to amend their entire budget from \$13,825,359 to \$15,250,398.

Said hearing will be held at the Sweetwater County Commissioners' meeting room in the County Courthouse in Green River, Wyoming on the 6th day of May 2014 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 30th day of April, 2014.

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: May 1, 2014.

## BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

Date Requested: 5/6/14	Name & Title of Presenter: Bonnie Phillips
Department or Organization: <b>Clerk's office</b>	Contact Phone & E-mail: <b>872-3762</b>
Exact Wording for Agenda: <b>Budget Amendments</b>	Preference of Placement on Agenda & Amount of Time Requested for Presentation: <b>8:30 5 min</b>
Will there be Handouts? (If yes, include with meeting request form) <b>yes</b>	Will handouts require SIGNATURES: <b>yes</b>
Additional Information:          	

- All requests to be added to the agenda will need to be submitted in writing on the "Meeting Request Form" by Wednesday at 12:00 p.m. prior to the scheduled meeting and returned in person or electronically to Clerk Sally Shoemaker at: [shoemakers@sweet.wy.us](mailto:shoemakers@sweet.wy.us)
- All handouts are also due by Wednesday at 12:00 p.m. prior to the scheduled meeting date. Handouts may be submitted to Clerk Sally Shoemaker either in person or electronically. ***\*\*If your handout is not accompanied with the request to be added to the agenda, your request will be dismissed and you may reschedule for the next meeting provided the handout(s) are received.\*\****
- Any documents requiring **Board Action** or **signature** are considered agenda items and need to be requested in the same manner.
- All **original** documents requesting action or signature must be submitted to Deputy County Clerk Vickie Eastin. However, a **copy** must be submitted to Sally Shoemaker for distribution of the packet and retention.
- As always, if you are unable to attend the meeting after being placed onto an agenda, please send a representative in your place or your item will be rescheduled.
- In order to determine placement on the agenda, please review the county website ([www.sweet.wy.us/commissioner](http://www.sweet.wy.us/commissioner)) on Thursday afternoon.
- If a request to be placed on an agenda is received **AFTER** the deadline, you will be considered for the next meeting date.
- No handout will be received during a meeting in session.

**RESOLUTION 14-05-CL-03**  
**SWEETWATER COUNTY**  
**BUDGET AMENDMENT**

**DUE** to greater budget amendments than anticipated for fiscal year 2014 in the amount of \$222,741,

**WHEREAS**, it has been determined that the aforementioned 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:

**Budget Adjustments Increase:**

Budget Adjustments	\$222,741
--------------------	-----------

**General County Reserves Decrease:**

Reserved for Future Operations/Capital	\$222,741
--	-----------

Dated at Green River, Wyoming this 6th day of May, 2014.

**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 \$222,741 due to the additional amount of funds needed for budget amendments.

Said hearing will be held at the Sweetwater County Commissioners' meeting room in the County Courthouse in Green River, Wyoming on the 6th day of May 2014 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 30th day of April, 2014.

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: May 1, 2014.

# BOARD OF COUNTY COMMISSIONERS

## MEETING REQUEST FORM

Date Requested: 5/6/2014	Name & Title of Presenter: Dale Davis, County Clerk
Department or Organization: County Clerk/Elections	Contact Phone & E-mail: 307-872-3765
Exact Wording for Agenda: Re-Establish Election Districts	Preference of Placement on Agenda & Amount of Time Requested for Presentation: Action Item 5 minutes
Will there be Handouts? (If yes, include with meeting request form) yes	Will handouts require SIGNATURES: yes
Additional Information:	

- All requests to be added to the agenda will need to be submitted in writing on the "Meeting Request Form" by Wednesday at 12:00 p.m. prior to the scheduled meeting and returned in person or electronically to Clerk Sally Shoemaker at: [shoemakers@sweet.wy.us](mailto:shoemakers@sweet.wy.us)
- All handouts are also due by Wednesday at 12:00 p.m. prior to the scheduled meeting date. Handouts may be submitted to Clerk Sally Shoemaker either in person or electronically. ***\*\*If your handout is not accompanied with the request to be added to the agenda, your request will be dismissed and you may reschedule for the next meeting provided the handout(s) are received.\*\****
- Any documents requiring **Board Action or signature** are considered agenda items and need to be requested in the same manner.
- All **original** documents requesting action or signature must be submitted to Deputy County Clerk Vickie Eastin. However, a **copy** must be submitted to Sally Shoemaker for distribution of the packet and retention.
- As always, if you are unable to attend the meeting after being placed onto an agenda, please send a representative in your place or your item will be rescheduled.
- In order to determine placement on the agenda, please review the county website ([www.sweet.wy.us/commissioner](http://www.sweet.wy.us/commissioner)) on Thursday afternoon.
- If a request to be placed on an agenda is received **AFTER** the deadline, you will be considered for the next meeting date.
- No handout will be received during a meeting in session.

**RESOLUTION NO. 14-05-CL-02**

**A RESOLUTION RE-ESTABLISHING SWEETWATER COUNTY  
ELECTION DISTRICTS**

WHEREAS Wyoming State Statute 22-7-101 requires the board of county commissioners to divide the county into election districts in every general election year; and

WHEREAS, the Board of Sweetwater County Commissioners, with the advice of the Sweetwater County Clerk, wishes to divide Sweetwater County into sixteen election districts that follow the same boundaries as previously adopted;

NOW, THEREFORE BE IT RESOLVED that the Board of Sweetwater County Commissioners do hereby adopt the following election districts for Sweetwater County:

**Districts 1, 3, 4, 5, 6, 7, 9, 10, 12, 13, 19, 20, 21, 23, 24 and 25**

Refer to the election maps for the boundaries that are filed in the County Clerk's office.

Dated this 6th Day of May, 2014.

The Board of County Commissioners  
Of 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

## CHAPTER 7 - ELECTION DISTRICTS AND PRECINCTS

### 22-7-101. Election districts.

The board of county commissioners with the advice or recommendation of the county clerk, no later than its first meeting in May in every general election year shall divide the county into not more than thirty (30) election districts. Each district shall be designated by number. Election districts shall be changed only at this designated meeting.

# District Listing

District Types : VOTER DISTRICT

District Type	District Description
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RT	VOTER DISTRICT
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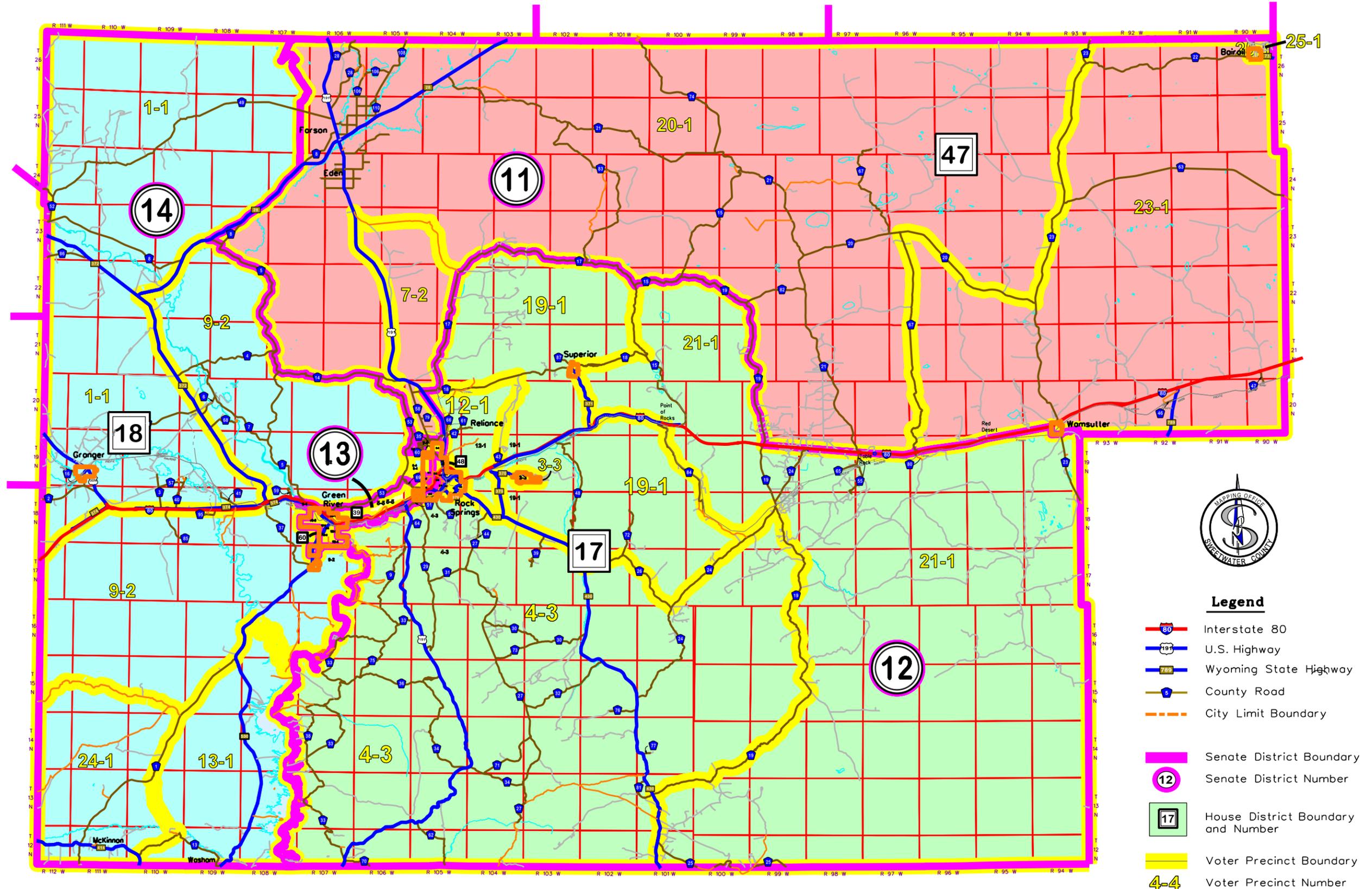
**Districts**

01	VOTER DISTRICT 01
03	VOTER DISTRICT 03
04	VOTER DISTRICT 04
05	VOTER DISTRICT 05
06	VOTER DISTRICT 06
07	VOTER DISTRICT 07
09	VOTER DISTRICT 09
10	VOTER DISTRICT 10
12	VOTER DISTRICT 12
13	VOTER DISTRICT 13
19	VOTER DISTRICT 19
20	VOTER DISTRICT 20
21	VOTER DISTRICT 21
23	VOTER DISTRICT 23
24	VOTER DISTRICT 24
25	VOTER DISTRICT 25

**Grand Total :** 16

# Sweetwater County, Wyoming

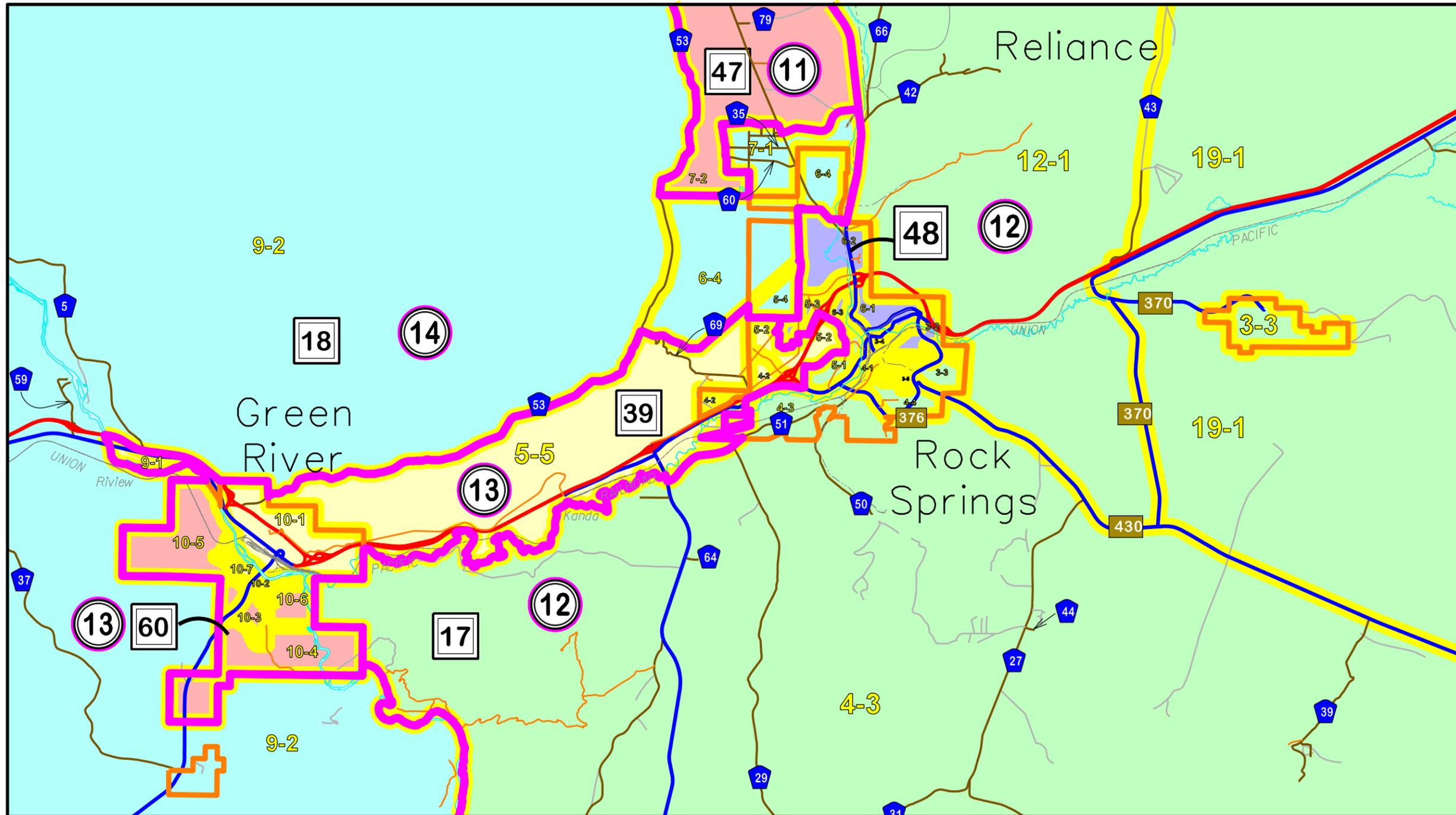
## House/Senate Districts & Voter Precincts



# Sweetwater County, Wyoming

## House/Senate Districts & Voter Precincts

Green River & Rock Springs Outlying Areas



### Legend

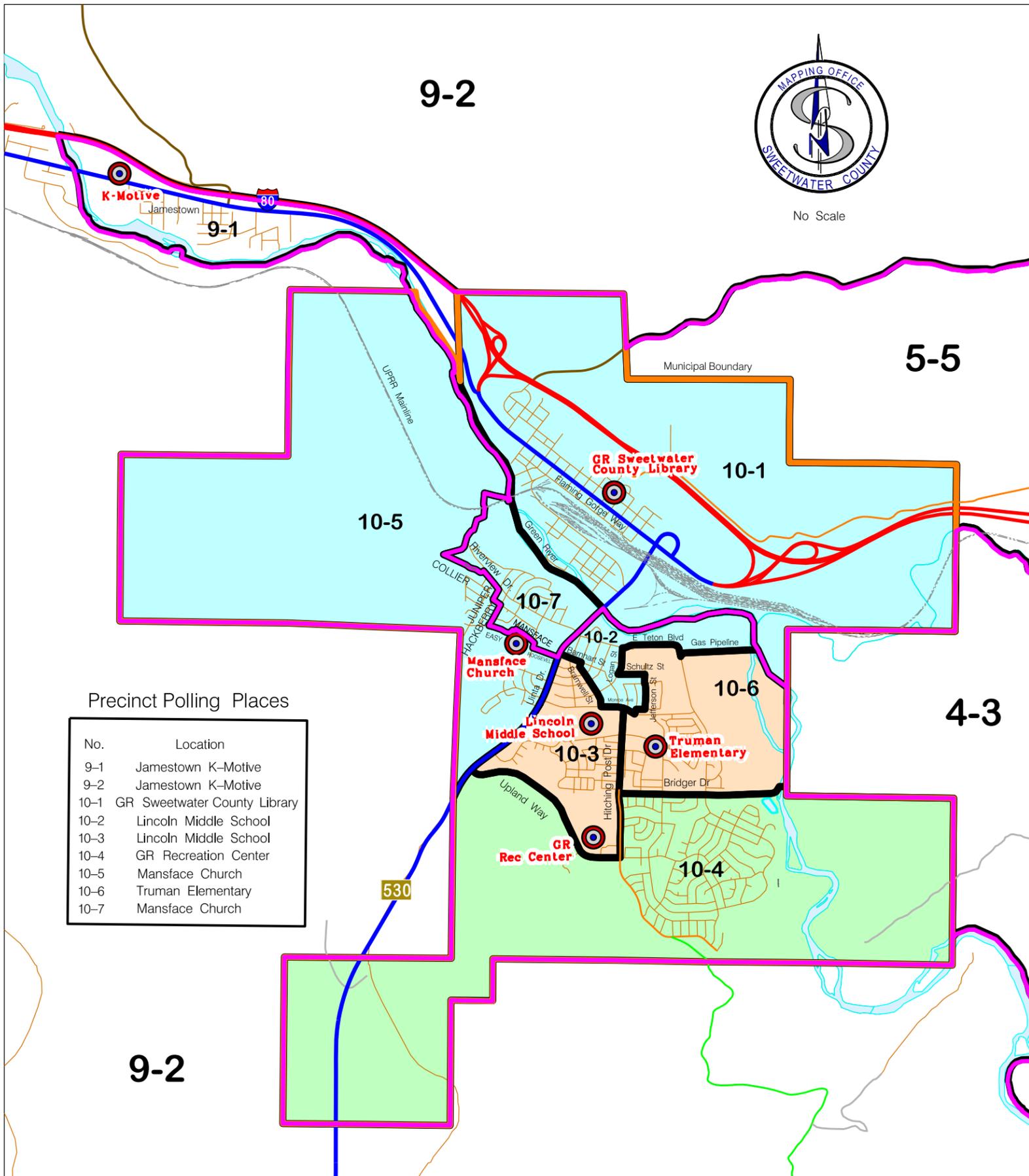
-  Interstate 80
-  U.S. Highway
-  Wyoming State Highway
-  County Road
-  City Limit Boundary
-  Senate District Boundary
-  Senate District Number
-  House District Boundary and Number
-  Voter Precinct Boundary
-  Voter Precinct Number

### Precinct Polling Places

No.	Location
4-3	RS County Garage
5-5	White Mountain Library
7-1	County Events Complex
7-2	County Events Complex
9-1	Jamestown K-Motive
9-2	Jamestown K-Motive
12-1	Reliance Fire Station
19-1	Superior Administration Bldg

# City of Green River, Wyoming

## Voter Precinct and Ward Map



### City Wards

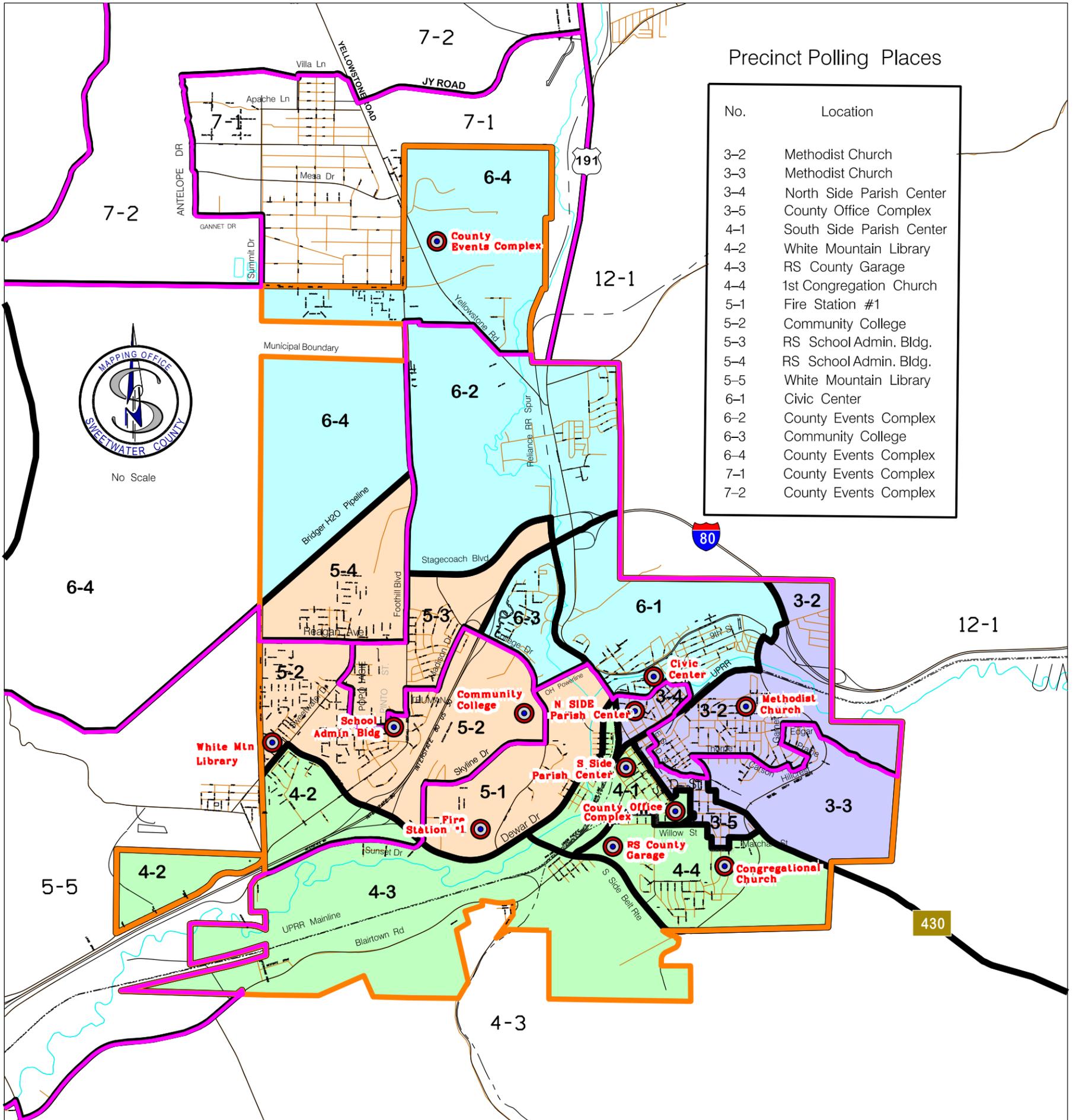
Wards	Precincts	Fill
1	10-1, 10-2 10-5, 10-7	Light Blue
2	10-3, 10-6	Light Orange
3	10-4	Light Green

### Voter Precincts

—	Precinct Boundary
4-4	Precinct Number
●	Polling Place

# City of Rock Springs, Wyoming

## Voter Precinct and Ward Map



Precinct Polling Places

No.	Location
3-2	Methodist Church
3-3	Methodist Church
3-4	North Side Parish Center
3-5	County Office Complex
4-1	South Side Parish Center
4-2	White Mountain Library
4-3	RS County Garage
4-4	1st Congregation Church
5-1	Fire Station #1
5-2	Community College
5-3	RS School Admin. Bldg.
5-4	RS School Admin. Bldg.
5-5	White Mountain Library
6-1	Civic Center
6-2	County Events Complex
6-3	Community College
6-4	County Events Complex
7-1	County Events Complex
7-2	County Events Complex

### City Wards

Wards	Precincts	Fill
1	4-1, 4-2, 4-3, 4-4	Light Green
2	5-1, 5-2, 5-3, 5-4	Light Orange
3	6-1, 6-2, 6-3, 6-4,	Light Blue
4	3-2, 3-3, 3-4, 3-5,	Light Purple

### Voter Precincts

	Precinct Boundary
4-4	Precinct Number
	Polling Place

# BOARD OF COUNTY COMMISSIONERS

## MEETING REQUEST FORM

Date Requested: 5/6/2014	Name & Title of Presenter: Dale Davis, County Clerk
Department or Organization: County Clerk/Elections	Contact Phone & E-mail: 307-872-3765
Exact Wording for Agenda: Filing of the Proposed High Desert Rural Healthcare District Formation Petition	Preference of Placement on Agenda & Amount of Time Requested for Presentation: Action Item 5 minutes
Will there be Handouts? (If yes, include with meeting request form) yes	Will handouts require SIGNATURES: no - just approval to accept the petition for filing
Additional Information:	

- All requests to be added to the agenda will need to be submitted in writing on the "Meeting Request Form" by Wednesday at 12:00 p.m. prior to the scheduled meeting and returned in person or electronically to Clerk Sally Shoemaker at: [shoemakers@sweet.wy.us](mailto:shoemakers@sweet.wy.us)
- All handouts are also due by Wednesday at 12:00 p.m. prior to the scheduled meeting date. Handouts may be submitted to Clerk Sally Shoemaker either in person or electronically. ***\*\*If your handout is not accompanied with the request to be added to the agenda, your request will be dismissed and you may reschedule for the next meeting provided the handout(s) are received.\*\****
- Any documents requiring **Board Action** or **signature** are considered agenda items and need to be requested in the same manner.
- All **original** documents requesting action or signature must be submitted to Deputy County Clerk Vickie Eastin. However, a **copy** must be submitted to Sally Shoemaker for distribution of the packet and retention.
- As always, if you are unable to attend the meeting after being placed onto an agenda, please send a representative in your place or your item will be rescheduled.
- In order to determine placement on the agenda, please review the county website ([www.sweet.wy.us/commissioner](http://www.sweet.wy.us/commissioner)) on Thursday afternoon.
- If a request to be placed on an agenda is received **AFTER** the deadline, you will be considered for the next meeting date.
- No handout will be received during a meeting in session.

Dale Davis  
County Clerk

AREA CODE 307  
872-6732, GREEN RIVER  
922-5208, ROCK SPRINGS  
872-3994, Fax

Office Of  
***Sweetwater County Clerk***  
80 West Flaming Gorge Way, Suite 150  
Sweetwater County, Wyoming  
GREEN RIVER, WYOMING 82935

May 28, 2014

Sweetwater County Board of County Commissioners  
80 West Flaming Gorge Way, Suite 109  
Green River, WY 82935

Honorable County Commissioners:

The Sweetwater County Clerk's office has received a Formation Petition for the proposed High Desert Rural Healthcare District.

The assessed rolls list that I have received from the Sweetwater County Assessor's office for the proposed district has an assessed valuation of \$9,506,431 with 1,323 land owners of record.

Pursuant to W.S. 22-29-105, the petitioners need to obtain twenty-five percent (25%) of at least the landowners on record to sign the petition and the required assessed valuation of at least twenty-five percent (25%).

I have determined that a minimum of 331 landowner's signatures with an assessed valuation of at least \$2,376,607.75 will be needed for a valid petition.

After reviewing the petition, the petitioners have received 336 landowner's signatures with an assessed valuation of \$6,925,390.

I certify to the Board of County Commissioners that, to the best of my knowledge and belief, the petitioners have received more than the required amount of landowner's signatures and more than the required assessed valuation to proceed with the filing of the Formation Petition.

Sincerely,



Steven Dale Davis  
Sweetwater County Clerk



## BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

Date Requested: May 6, 2014	Name & Title of Presenter: Krisena Marchal, Grants Manager
Department or Organization: Grants Admin	Contact Phone & E-mail: Krisena Marchal x3888
Exact Wording for Agenda: Approval of Amendment One to the Joint Powers Agreement for the Sweetwater County Community Juvenile Services Board	Preference of Placement on Agenda & Amount of Time Requested for Presentation: 5 minutes
Will there be Handouts? (If yes, include with meeting request form) Yes	Will handouts require SIGNATURES: Yes - By the Chairman
Additional Information:  Requested Action:  Motion to approve, and authorize the Chairman to sign, Amendment One to the Joint Powers Agreement for the Sweetwater County Community Juvenile Services Board	

**AMENDMENT ONE TO THE  
SWEETWATER COUNTY SCHOOL DISTRICT No. 1,  
SWEETWATER COUNTY SCHOOL DISTRICT No. 2,  
THE CITY OF ROCK SPRINGS,  
THE CITY OF GREEN RIVER,  
AND SWEETWATER COUNTY, JOINT POWERS AGREEMENT FOR THE  
SWEETWATER COUNTY COMMUNITY JUVENILE SERVICES BOARD**

The Sweetwater County Community Juvenile Services Board was established on July 27, 2010 as an advisory board under Wyoming Statute 14-9-101 *et. seq.*, to advise on issues concerning juvenile services within the county. According to Section 2 of the Joint Powers Agreement, the board shall terminate four (4) years from said date of adoption and approval.

Almost four years have passed since the approval of the Joint Powers Agreement. Pursuant to Section 7 of this Agreement, the Sweetwater County Community Juvenile Services Board may extend the Agreement upon majority vote, and then be adopted by each respective governing body to extend this Agreement.

On April 29, 2014, the Sweetwater County Community Juvenile Services Board approved, by majority vote, to extend the duration of this agreement by four (4) years until 2018.

**IN WITNESS WHEREOF**, the undersigned agree to adopt Amendment One for the extension of the Joint Powers Agreement, and have executed this agreement on the day and year indicated.

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

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

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

Attest  
By: \_\_\_\_\_  
Steven Dale Davis, County Clerk

**CITY OF ROCK SPRINGS, WYOMING**

By: \_\_\_\_\_  
Cark Demshar, Mayor

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

Attest

By: \_\_\_\_\_  
Lisa Tarufelli, City Clerk

**CITY OF GREEN RIVER, WYOMING**

By: \_\_\_\_\_  
Hank Castillon, Mayor

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

Attest

By: \_\_\_\_\_  
Jeff Nieters, City Clerk

**SWEETWATER COUNTY SCHOOL DISTRICT No. 1, SWEETWATER  
COUNTY SCHOOL DISTRICT No. 2, THE CITY OF ROCK SPRINGS,  
THE CITY OF GREEN RIVER, AND SWEETWATER COUNTY, JOINT  
POWERS AGREEMENT FOR THE SWEETWATER COUNTY  
COMMUNITY JUVENILE SERVICES BOARD**

This agreement is made and entered into to be effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and between Sweetwater County School District No. 1, hereinafter referred to as "SWCSD No. 1", Sweetwater County School District No. 2, hereinafter referred to as "SWCSD No. 2", the City of Green River, Wyoming, a Municipal Corporation of the State of Wyoming, hereinafter referred to as "City of Green River," the City of Rock Springs, Wyoming, a Municipal Corporation of the State of Wyoming, hereinafter referred to as "City of Rock Springs" and Sweetwater County, Wyoming, a duly organized county of the State of Wyoming, hereinafter referred to as "Sweetwater County".

**WITNESSETH:**

Wyoming Statute §16-1-105 Joint Agreements allows for two (2) or more agencies to enter into agreements with each other for joint or cooperative action; and

This Joint Powers Agreement is created pursuant to Wyoming Statute §16-1-105, and it is specifically recognized that this agreement does not create a separate legal entity, nor is this agreement created or governed by W.S. §16-1-106 Joint Powers Boards.

Wyoming Statute §14-9-101, *et seq.* allows for the creation of a Community Juvenile Service Board, hereinafter referred to as a "SCCJSB" in Sweetwater County; and

The purpose of the SCCJSB is (i) to establish, maintain and promote the development of juvenile services that are aimed at early identification and diversion of children at risk of entry into the juvenile court system and preventing juvenile delinquency; and (ii) to allow decisions regarding juvenile services to be made at a local level; and

The SCCJSB will review existing juvenile services, develop a community-wide juvenile services strategic plan and ensure that the system of juvenile services employs certain specific practices; and

The SCCJSB is eligible for grant funding in the amount of one hundred thirty four thousand, four hundred seventy five dollars (\$134,400.00) or more from the Wyoming Department of Family Services, the Wyoming Department of Health and the Wyoming Department of Education for the biennium beginning 2010 and;

The Sweetwater County Attorney's Office, the Green River Police Department, the Rock Springs Police Department, the Sweetwater County Sheriff's Office, the Department of Family Services, SWCSD No. 1, SWCSD No. 2, the Wyoming Public Defender's Office, the Board of County Commissioners, Sweetwater County Counseling Center, Sweetwater County Public Health and a professional appointed by the Board of County Commissioners who has particular knowledge or expertise in children or young adult services in accordance with Wyoming Statute § 14-9-105(a)(ix) agree that the formation of a SCCJSB will provide benefit to at-risk juveniles in Sweetwater County; and

SWCSD No. 1, SWCSD No. 2, the City of Rock Springs, the City of Green River, and Sweetwater County (hereinafter referred to as the "Parties") have determined that there is a need within Sweetwater County to establish a Community Juvenile Services Board; and

It is the consensus of the parties that funding made available through the aforementioned grant shall be targeted toward the following: enhancing rehabilitative and restorative probation services (including a county diversion program) for at-risk juveniles to prevent removal from the home, enhancing transition services for juveniles returning to the community from residential treatment or other out-of-home placements, risk assessment, with the ultimate goal of reducing delinquency, recidivism and the number of juveniles placed in juvenile detention centers; and

Wyoming Statute §14-9-105, in conjunction with Community Juvenile Service Board General Provisions §4(c), requires that a Joint Powers Agreement must be in place prior to the SCCJSB receiving grant funds from the State; and

No funding is required from the Parties for the creation of the SCCJSB.

**NOW THEREFORE**, it is hereby resolved by SWCSD No. 1, SWCSD No. 2, the City of Rock Springs, the City of Green River and Sweetwater County, in past meetings duly assembled, and in consideration of the foregoing and of the cooperation to be had between the parties and the performance of the promises contained herein, and the parties hereto agree as follows:

1. **Purpose.** The purpose of this agreement is to allow for and support the creation of the Sweetwater County Community Juvenile Services Board (SCCJSB) and any and all powers and duties identified in Wyoming Statute § 14-9-106. The SCCJSB will work to

establish, maintain and promote the development of juvenile services that are aimed at early identification and diversion of children at risk of entry into the juvenile court system and preventing juvenile delinquency. The SCCJSB shall be an advisory board to the parties pursuant to Wyo. Stat. § 16-1-105 (c).

2. **Duration.** This agreement shall commence on the date of approval by the Wyoming Attorney General, following the adoption and approval of this agreement by the parties hereto, and shall terminate four (4) years from said date of adoption and approval, unless sooner terminated or extended as hereinafter provided or if adequate State funding ceases. If the board must terminate it shall exist so long as necessary to complete all business of the board.

3. **Name.** This agreement creates the Sweetwater County Community Juvenile Services Board, which is a cooperative action between SWCSD No. 1, SWCSD No. 2, the City of Rock Springs, the City of Green River and Sweetwater County.

4. **SCCJSB Organization and Composition.** The SCCJSB shall not be considered a separate legal entity. Rather, the SCCJSB shall act as an administrative board to aid and assist the Parties in the administration of the requirements of Wyoming Statute §14-9-101 *et. seq.*

- (a) The SCCJSB Board shall consist of members from the following entities:
  - 1. The Sweetwater County Commission shall appoint a member;
  - 2. The Sweetwater County Attorney's Office shall appoint a member;
  - 3. The Sweetwater County Sheriff's Office shall appoint a member;
  - 4. The Wyoming Department of Family Services shall appoint a member;
  - 5. Southwest Counseling shall appoint a member;
  - 6. The Wyoming Public Defender's Office shall appoint a member;
  - 7. A mental health professional who shall not receive any funds from for services from SCCJSB, to be selected by the board at the first meeting of the board,
  - 8. A professional or professionals who have particular knowledge or expertise in children or young adult services in accordance with Wyoming Statute §14-9-105(a)(ix), selected by the Sweetwater County Board of Commissioners.
  - 9. SWCSD No. 1 shall appoint a member.
  - 10. SWCSD No. 2 shall appoint a member.
  - 11. The City of Rock Springs shall appoint a member from the Rock Springs Police Department.
  - 12. The City of Green River shall appoint a member from the Green River Police Department
  
- (b) Each of the twelve (12) members shall be voting members and decisions shall be made by majority rule of these twelve (12) members. The twelve (12) members shall be selected in a manner determined by each party no later than thirty (30) days after the Attorney General of the State of Wyoming approves this agreement.
  
- (b) Board members appointed by organizations other than the signatory agencies shall be deemed ratified by signatory parties if no written objection to the appointment is filed with the board chairman within 30 days of the board's meeting during which the appointment is announced; The SCCJSB members appointed, as set forth in paragraph 4(a), shall each serve for a four (4) year term. If any member named in 4(a) is unable to complete a term a successor shall be designated by the agency the member represents to fill the remaining term. There shall be no limit to the number of terms an individual member may serve.
  
- (c) The SCCJSB shall meet a minimum of four (4) times per year (quarterly) to develop a strategic plan and to identify, develop and implement services aimed at achieving the SCCJSB's purpose, as defined by statute. At the first meeting the SCCJSB one (1) or more members will be appointed by the board to develop by-laws in accordance with Board of County Commission standards. By laws shall comport with W.S. §17-19-206.

- (d) An executive committee comprised of members of the five signatory agencies will be established and a Chair elected from among the five signatory agencies at the first meeting of the board namely: The Sweetwater County Commission, School District #1, School District #2, City of Green River, and the City of Rock Springs. The chair of the executive committee shall preside at all meetings. Two (2) other members of the board will be voted on by the board to serve on the executive committee. A secretary shall also be selected at the first meeting who will preside in the absence of the chair. The secretary shall be responsible for keeping of minutes. Minutes shall be filed with the County Clerk. General coordination and scheduling duties will be managed by the director of Sweetwater County Juvenile Probation.

5. **Ownership of Facilities.** No facilities will be owned, built or established under this agreement.

6. **Budgeting.** All grants and, or expenditures will be approved by the Sweetwater County Board of County Commissioners prior to submission or disbursal. Grant compliance shall be through the Sweetwater County Grant Department. No party will be required to contribute any money to a project pursued through this agreement. All financial reporting will be through the Sweetwater County controller or entity designated by the Sweetwater Board of County Commissioners. The SCCJSB will develop an annual budget in compliance with county budget standards and processes. These processes must comport with the applicable provisions of W.S. §16-4-101 through W.S. §16-4-404. The budget will be submitted to the Sweetwater County Board of Commissioners for review and approval. The budget will also be reviewed and approved by all signatory parties prior to submission to the Sweetwater Board of County Commissioners. All budget reports will be distributed to the County Controller and to all signatory parties to the agreement. Sweetwater County will administer the grant funds. The SCCJSB does not have the authority to incur debt of any kind, nor obligate the County in any way.

7. **Termination or Extension of Agreement.** A party may choose to leave this agreement upon a resolution of their governing body at any time. However, this agreement may be terminated or extended upon majority vote and then adopted by each respective governing body to extend or terminate this agreement. At any time after the withdrawal of a signatory member, the remaining members, if such remaining members include Sweetwater County, may by majority vote of the governing body each remaining party through amendment of this agreement, subject to all required approvals, extend this agreement without the participation of the withdrawing party.

IN WITNESS WHEREOF, the undersigned have executed this agreement on the day and year indicated, but to be effective as of the day and year written above.

**SWEETWATER COUNTY SCHOOL DISTRICT No. 1**

By: Michael J. Fisher  
Chair of the School Board

Date: 14 June 2010

Attest  
By: Sandra West

**SWEETWATER COUNTY SCHOOL DISTRICT No. 2**

By: \_\_\_\_\_  
Chair of the School Board

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

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

**CITY OF ROCK SPRINGS, WYOMING**

By: \_\_\_\_\_  
Timothy Kaumo, Mayor

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

Attest  
By: \_\_\_\_\_  
Lisa Tarufelli, City Clerk

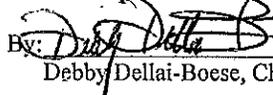
**CITY OF GREEN RIVER, WYOMING**

By: \_\_\_\_\_  
Hank Castillon, Mayor

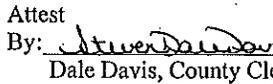
Date: \_\_\_\_\_

Attest  
By: \_\_\_\_\_  
Jeff Nieters, City Clerk

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

By:   
Debby Dellai-Boese, Chairman

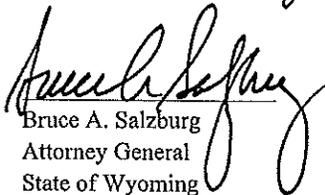
Date: May 18, 2010

Attest  
By:   
Dale Davis, County Clerk

**APPROVAL BY ATTORNEY GENERAL**

In accordance with Wyo. Stat. § 16-1-105(a)(ii), the Wyoming Attorney General has reviewed the **JOINT POWERS AGREEMENT FOR THE SWEETWATER COUNTY COMMUNITY JUVENILE SERVICES BOARD**, and determined that the document is compatible with the laws and constitution of the State of Wyoming. The approval of the document by the Attorney General is limited to the terms and conditions of the document itself, and the approval does not extend to any individual project nor the financing of any individual project contemplated under these documents.

Approved this 27<sup>th</sup> day of July, 2010.

  
Bruce A. Salzburg  
Attorney General  
State of Wyoming

**CITY OF ROCK SPRINGS, WYOMING**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Timothy Kaumo, Mayor

Attest  
By: \_\_\_\_\_  
Lisa Taruffelli, City Clerk

**CITY OF GREEN RIVER, WYOMING**

By: \_\_\_\_\_ Date: 7 July 2010  
Hank Castillon, Mayor

Attest  
By: \_\_\_\_\_  
Jeff Nieters, City Clerk

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

By: \_\_\_\_\_ Date: May 18, 2010  
Debby Dellai-Boese, Chairman

Attest  
By: \_\_\_\_\_  
Dale Davis, County Clerk

**APPROVAL BY ATTORNEY GENERAL**

In accordance with Wyo. Stat. § 16-1-105(a)(ii), the Wyoming Attorney General has reviewed the **JOINT POWERS AGREEMENT FOR THE SWEETWATER COUNTY COMMUNITY JUVENILE SERVICES BOARD**, and determined that the document is compatible with the laws and constitution of the State of Wyoming. The approval of the document by the Attorney General is limited to the terms and conditions of the document itself, and the approval does not extend to any individual project nor the financing of any individual project contemplated under these documents.

Approved this \_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Bruce A. Salzburg  
Attorney General  
State of Wyoming

CITY OF ROCK SPRINGS, WYOMING

By: Timothy Kaumo Date: 7-6-10  
Timothy Kaumo, Mayor

Attest  
By: Lisa Taruffelli  
Lisa Taruffelli, City Clerk

CITY OF GREEN RIVER, WYOMING

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Hank Castillon, Mayor

Attest  
By: \_\_\_\_\_  
Jeff Nieters, City Clerk

BOARD OF COUNTY COMMISSIONERS  
OF SWEETWATER COUNTY, WYOMING

By: Debby Dellai-Boese Date: May 18, 2010  
Debby Dellai-Boese, Chairman

Attest  
By: Dale Davis  
Dale Davis, County Clerk

APPROVAL BY ATTORNEY GENERAL

In accordance with Wyo. Stat. § 16-1-105(a)(ii), the Wyoming Attorney General has reviewed the **JOINT POWERS AGREEMENT FOR THE SWEETWATER COUNTY COMMUNITY JUVENILE SERVICES BOARD**, and determined that the document is compatible with the laws and constitution of the State of Wyoming. The approval of the document by the Attorney General is limited to the terms and conditions of the document itself, and the approval does not extend to any individual project nor the financing of any individual project contemplated under these documents.

Approved this \_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Bruce A. Salzburg  
Attorney General  
State of Wyoming

**CITY OF ROCK SPRINGS, WYOMING**

By: \_\_\_\_\_  
Timothy Kaumo, Mayor

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

Attest

By: \_\_\_\_\_  
Lisa Taruffelli, City Clerk

**CITY OF GREEN RIVER, WYOMING**

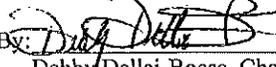
By: \_\_\_\_\_  
Hank Castillon, Mayor

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

Attest

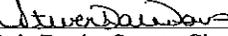
By: \_\_\_\_\_  
Jeff Nieters, City Clerk

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

By:   
Debby Dellai-Boese, Chairman

Date: May 17, 2010

Attest

By:   
Dale Davis, County Clerk

**APPROVAL BY ATTORNEY GENERAL**

In accordance with Wyo. Stat. § 16-1-105(a)(ii), the Wyoming Attorney General has reviewed the **JOINT POWERS AGREEMENT FOR THE SWEETWATER COUNTY COMMUNITY JUVENILE SERVICES BOARD**, and determined that the document is compatible with the laws and constitution of the State of Wyoming. The approval of the document by the Attorney General is limited to the terms and conditions of the document itself, and the approval does not extend to any individual project nor the financing of any individual project contemplated under these documents.

Approved this \_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Bruce A. Salzburg  
Attorney General  
State of Wyoming

## BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

<p>Date Requested: May 6, 2014</p>	<p>Name &amp; Title of Presenter: Krisena Marchal, Grants Manager</p>
<p>Department or Organization: Grants Admin</p>	<p>Contact Phone &amp; E-mail: Krisena Marchal x3888</p>
<p>Exact Wording for Agenda: Board Appointments to the Sweetwater County Community Juvenile Services Board</p>	<p>Preference of Placement on Agenda &amp; Amount of Time Requested for Presentation: 5 minutes</p>
<p>Will there be Handouts? (If yes, include with meeting request form) Yes</p>	<p>Will handouts require SIGNATURES: No</p>
<p>Additional Information:</p> <p>Requested Actions:</p> <p>(1) Motion to appoint _____ as the Sweetwater County Commission representative to the Community Juvenile Services Board</p> <p>(2) Motion to appoint _____ as the Child and Young Adult Professional representative to the Community Juvenile Services Board</p>	



# SWEETWATER C·O·U·N·T·Y



## BOARD VACANCY

The Board of Sweetwater County Commissioners is seeking applicants interested in serving as an appointee to the board of this important County agency:

- **SWEETWATER COUNTY COMMUNITY JUVENILE SERVICES BOARD**

- If you have applied for a board in the past, please call the Commissioners' Office to update your application.

**To apply:** please contact the Sweetwater County Commissioners Office at 80 West Flaming Gorge Way, Suite 109, Green River, Wy 82935. **Deadline to apply: 11:00 a.m. Wednesday, April 30, 2014.** Application forms may be obtained at the above address or on the county website [www.sweet.wy.us](http://www.sweet.wy.us), or by calling 307-872-3897 or via email at: [shoemakers@sweet.wy.us](mailto:shoemakers@sweet.wy.us)

RECEIVED  
APR 30 2014  
SWEETWATER COUNTY  
COMMISSIONER'S OFFICE

# Application For Appointment To A County Board

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

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

Joint Powers Boards

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

District Boards

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

County Agency Boards

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

Other County Appointed Boards

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

The specific skills, knowledge and experience I bring to this Board are: I have 35 years of experience working with special needs students and their families. I am a licensed educational diagnostician. I presently work for Region V BOCES.

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

**APPLICANT CONTACT INFORMATION**

Name: Donald L. Borchardt

Address: 740 West 4th North, Green River

Phone: 307-871-1262

E-mail: d.borchardt@sweetwaterhsa.com

**APPLICANT SIGNATURE:**

Donald L. Borchardt

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

To Whom It May Concern

April 28, 2014

My Name is Don Borchardt and I am very interested in serving on the Juvenile Services Board. I have made inquiry regarding paperwork to complete. I am including a letter of introduction and my resume.

I have been involved in education for over thirty plus years and have been in educational administration approximately eleven years. Prior administrative experience was working with a psychiatric facility in Bountiful, Utah where I was the Director of Psycho-educational Services for two years.

Thank you for considering me as a candidate. I look forward to hearing from you. I can be contacted at my home address of 740 West 4th North, Green River, Wyoming 82935.

Cell 307-871-1262

Thanks again for considering me for the Services Board

Sincerely,

Don Borchardt , EDS, EDD (ABD)

Director of Roosevelt Learning Center

Rock Springs, Wyoming

**Letter of Introduction for Don Borchardt  
Green River, Wyoming**

April 28, 2014

My name is Don Borchardt. I have presently completed all but my dissertation in Educational Administration. I hope to have everything completed by August of 2014 so I can graduate with a Doctorate of Education from the University of Wyoming.

- I have Wyoming Certification for Superintendent, Director of Special Education and Educational Administration K-12 as well as certification as an Educational Diagnostician.
- I have an Ed. S. degree from the University of Wyoming, MA degree from Boise State University, and BS degree from Boise State University. I have consistently pursued educational opportunities and staff development opportunities.
- I have thirty-three years of experience in Public education and two years working with education outside of public schools.
- I have 12.5 years of administrative experience 2.5 years have been in the private sector with Benchmark Regional Hospital. I have worked as an Assistant Principal, and Activities Director, a Director of Psycho-educational Services, Dean of Students and as the Director of Special Services. I have developed and managed budgets, staff development, recruitment as well as hiring and firing of teachers and other staff.
- I have worked with kindergarten through post high school students and staff in a variety of positions.
- I have supervised teachers, administrators, parent groups, as well as student groups.
- I have worked with a number of community agencies as well as serving on a number of community groups.
- I am aware of Wyoming Education policies and procedures and have utilized Wyoming State Statutes to make informed decisions.
- I have consistently pursued educational opportunities and staff development opportunities.
- I am active in National Association of Secondary School Principals, Wyoming Association of Special Education Directors, Council for Exceptional Children, National Association for Middle School Programs, as well as the Association for Supervision and Curriculum Development.
- I have worked with the press in a variety of capacities to share information and keep the community informed.
- I have been actively involved with educational programs at the state level and participate regularly in staff development at the state level and national level.
- I have worked as a CASII evaluator and as a Family Care Coordinator for the State of Wyoming.
- I have been active with the County Multi-disciplinary Team in Sweetwater County working with the Courts. Juvenile Probation, DFS and the County Attorney.

Sincerely,

Don Borchardt

# **Don L. Borchardt**

**740 West 4<sup>th</sup> North**

**Green River, Wyoming 82935**

**(307) 875-7420 (Home) (307) 362-6525 (Work) (307) 871-1262 (Cell)**

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## **Education**

**1989- Present            University of Wyoming, Laramie, Wyoming**

I was accepted in the doctoral program in May of 2003. I have completed all course work. I presently have an Ed. Specialist Degree that was awarded in August of 2007. I have started my dissertation and I plan on being finished by late 2014. My focus has been in Educational Leadership, Curriculum and Special Education. Course work has been applied to multiple endorsements with a focus on superintendent requirements which have been met.

**1987-1989            University of Utah, Salt Lake City, Utah**

I have worked on Post-graduate studies in Educational Administration, Special Education and Curriculum.

**1981-1985            Boise State University, Boise, Idaho**

I have completed an M.A. degree in Special Education with an emphasis in behaviorally disordered and orthopedically handicapped students. I worked as a graduate assistant in Adaptive Corrective Physical Education developing programs for paraplegics and hemiplegics as well as orthopedically impaired college students.

**1979-1981            Brigham Young University, Provo, Utah**

Classes were taught within the school district I was employed in at the time. The focus was in Special Education.

**1974-1978            Boise State University, Boise, Idaho**

I completed a B.S. degree in Physical Education with a focus on Adaptive Physical Education. Minor fields of study were Reading, Biology, Elementary Physical Education and Learning Disabilities.

## **Work Experience**

### **2013-Present Region V Board of Cooperative Educational Services**

#### **Roosevelt Learning Center**

#### **Rock Springs, Wyoming**

#### **Program Director/Principal**

I evaluate special education referred students for eligibility. I provide counseling for special education students and their families. I consult with special education directors, case managers, regular education teachers, special education teachers, related service providers, legal agencies and community based service providers. I Work with community based agencies to facilitate support services and placement for high needs students. I coordinate a variety of programs dealing with at risk students and the staff that serve them. I evaluate teachers, office personnel, and other support personnel. I facilitate staff development programs for special populations and monitor special education programs for state and federal compliance. I plan and manage budgets within the context of Roosevelt Learning Center. I am also certified to administer and interpret the Child and Adolescent Service Intensity Instrument (CASII) for the State of Wyoming.

### **1990- 2013 Sweetwater County School District #2**

#### **Green River, Wyoming**

#### **Educational Diagnostician**

Educational Diagnostician 2010-2013 Director of Special Services 2005 to 2010, Middle School Dean of Students 2004-2005, High School Assistant Principal 2002-2004, Activities Director 2002-2003, Middle School Assistant Principal 2001-2002, Educational Diagnostician 1999-2001, Special Education Teacher 1990-1999 as well as Special Needs Job Coordinator and Coordinator of an after school alternative high school program. In addition I have coached wrestling, football, and track.

- Evaluated special education referred students for eligibility.
- Provided counseling for special education students and their families.
- Consulted with regular education teachers, special education teachers, and related service providers.

- Worked with community based agencies to facilitate support services and placement for high needs students.
- My duties consisted of working with special education programs k-12.
- I coordinated a variety of other programs dealing with at risk students and the staff that serves them.
- I evaluated teachers, office personnel, and other support personnel.
- I facilitated staff development programs for special populations and monitor special education programs for state and federal compliance.
- I managed budgets and write grants.
- I facilitated various meetings for special needs students, staff and outside agencies.

**1989-1990                      Sweetwater County School District #1, Rock springs,  
Wyoming  
Special Education Teacher**

In this capacity I worked with self-contained emotionally impaired junior high school aged students. I also coached and worked as a consultant for an outside agency dealing with emotionally impaired students and their families.

**1987-1989                      Benchmark Regional Hospital, Woods Cross, Utah  
Director of Psycho-Educational Services**

In this capacity I was responsible for facilitating the on grounds school, maintaining accreditation, completing educational assessments, creating budgets, marketing educational program to school districts in and out of Wyoming as well as participating as part of the treatment team. In addition I was responsible for developing the educational portion of each adolescent's treatment plan. I was also responsible for facilitating and participating in a variety of therapy groups.

**1985-1987**                    **Sweetwater County School District #2, Green River,  
Wyoming**  
**Teacher of Behavioral Disordered/Emotionally Impaired  
Students**

In this capacity I was responsible for maintaining an educational environment that fostered development of independent learning behavior. The focus was on remediation in skill deficit areas in a pull-out model.

**1983-1985**                    **Boise Independent School District # 1, Boise, Idaho**  
**Teacher of Students with Multiple Disabilities**

In this capacity I worked with students in the program who were emotionally impaired, behaviorally disordered and gifted. My primary responsibility was to individualize educational programs. Additional duties included being a vocational coordinator and community liaison as well as coaching football, wrestling and track

**1980-1983**                    **Minidoka County School District, Rupert, Idaho**  
**Teacher of Students with Multiple Disabilities**

In this capacity I worked with students in the program who were emotionally impaired, behaviorally disordered, mentally handicapped, orthopedically handicapped, and gifted. My primary responsibility was to individualize educational programs for all exceptionalities. Additional duties included being a vocational coordinator and community liaison as well as coaching football, wrestling and track.

**1978-1979**                    **Minidoka County School District/Idaho Youth Ranch**  
**Multi-grade School, Rupert, Idaho**  
**Teacher of Students with Emotional and Behavioral  
Disorders**

In this capacity I was the teacher of students placed in residential treatment grade 1 through grade 12. Counselor of male students age 9 through age 13. Duties also included assistant recreation coordinator and coaching.

**References:**

Mr. Jamie Christensen, Assistant Superintendent, Sweetwater County School District  
#2, 350 Monroe Avenue, Green River, Wyoming 82935. (307) 872-5500

Mr. Jason Fuss, Human Services Director, Sweetwater County School District #2,  
350 Monroe Avenue, Green River, Wyoming 82935. (307) 872-5500

Ms. Lu Kasper, Principal of Harrison Elementary, Sweetwater County School District  
#2, 350 Monroe Avenue, Green River, Wyoming 82935. (307) 872-1700

Mr. Dennis Freeman, Assistant Principal of Green River High School, Sweetwater  
County School District #2, 350 Monroe Avenue, Green River, Wyoming  
82935. (307) 872-4747

Additional references available upon request

Letters of recommendation available upon request

RECEIVED

APR 28 2014

SWEETWATER COUNTY COMMISSIONER'S OFFICE

# Application For Appointment To A County Board

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

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- Eden Valley Solid Waste Disposal District
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- District Board of Health

County Agency Boards

- Events Complex (Fair Board)
- Library Board
- Museum Board
- Memorial Hospital Board
- Parks and Recreation Board
- Mental Health Board (Southwest Counseling)
- Other Sweetwater County Community Juvenile Services Board
- Other \_\_\_\_\_

Other County Appointed Boards

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

The specific skills, knowledge and experience I bring to this Board are: 25+ years providing mental health services to youth and families in Sweetwater County. I have also served on several other Boards in Sweetwater County.

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

**APPLICANT CONTACT INFORMATION**

Name: Jill A. Johnson MS LMFT  
 Address: 360 Sonata Lane  
 City, State: Rock Springs WY 82901  
 Phone: 307 382-4737  
 E-mail: jiljohns@outlook.com

**APPLICANT SIGNATURE:**

Jill A. Johnson MS LMFT Date: 4-28-14

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

# Application For Appointment To A County Board

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

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- Other \_\_\_\_\_

Other County Appointed Boards

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

The specific skills, knowledge and experience I bring to this Board are: Current board member 10/26/10  
Bachelor's in Elem. Education, Special Ed Endorsement, 8.5  
years experience teaching at Child Developmental Center  
3 months with Sw. Co. School District #1 as special education  
case manager

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

**APPLICANT CONTACT INFORMATION**

Name: Cindy Rodriguez  
 Address: P.O. Box 1053  
 City, State: Rock Springs, WY 82902  
 Phone: 307-389-0547  
 E-mail: wy04cin@yahoo.com

**APPLICANT SIGNATURE:**

[Signature] Date: 4/29/14

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

**Cynthia K.Rodriguez**  
**P. O. Box1053**  
**Rock Springs, Wyoming 82902**  
**(307) 389-0547**

Dear County Commissioners:

Please accept my application for a volunteer position on the Sweetwater County Community Juvenile Services Board. I am a current member of this board having been appointed by the commissioners in 2010. In addition I have a Bachelor of Arts degree in Elementary Education from the University of Wyoming.

I have taught special education, first for eight and a half years at the Sweetwater County Child Developmental Center and since February 2014, I have been a special education case manager for Sweetwater County School District Number One.

In addition, I serve as an executive board member for the local charity Cowboys Against Cancer where I am the head of public relations, the banquet chairperson and the director of the community service workers who are assigned to work the event by the court system.

I believe I have the specific skills and experience to bring a great perspective to the Community Juvenile Services board and am anxious to serve my community in this manner. Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read 'C.R.', followed by a horizontal line extending to the right.

Cynthia Rodriguez

## Sweetwater County Board Appointments

### SOLID WASTE DISPOSAL DISTRICT NO. 2 (Wamsutter/Bairoil)

3 YEAR TERM- However, this will fill an unexpired term through July 1, 2014

1 VACANCY DUE Lance Pace moving from District

#### ELIGIBLE FOR RE-APPOINTMENT

Yes	No

#### New Applicant(s)-

Todd Poppie

Anthony Rigano

Yes	No

RECEIVED

APR 03 2014

SWEETWATER COUNTY  
COMMISSIONER'S OFFICE

*Sweetwater County Solid Waste District #2*

*509 Indian Paintbrush*

*P.O. Box 98*

*Bairoil, Wyoming 82322*

*307-328-2084*

March 25, 2014

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

Dear Commissioner Johnson:

During our regular Solid Waste meeting on March 20, 2014 our board members accepted the resignation of board member Lance Pace. The board declared his seat as being vacant.

Mr. Pace resigned his position as Bairoil Chief of Police on March 7, 2014. Mr. Pace and his family moved away from our district left no forwarding address and no written resignation.

There is a gentleman by the name of Todd Poppie at Wamsutter that may be interested in filling the vacancy. I do not have paperwork from Mr. Poppie at this time but I given him an application.

Sincerely,



Sue Ann Rigano  
Manager

SWEETWATER COUNTY  
COMMISSION

P. O. Box 730  
Green River,  
WY 82935  
(307) 875-9360 or  
(307) 382-7985

# Sweetwater County

## Volunteer Board Application

Date 4/30/14

Name Todd Poppie  
Address 3490 Bucho  
City Wamsutter State WY Zip 82336  
Telephone: (Daytime) 307-705-3944 (Evenings) same  
Present Occupation: Deputy Sheriff

Special skills, interests, or related volunteer service: Retired Navy Chief and Previous Chief of Police with experience in budgets and personnel

Available for:  Day Meetings  Evening Meetings  Weekends

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

- |  |  |
|--|--|
| <input type="checkbox"/> Memorial Hospital Board                   | <input type="checkbox"/> Airport Board                               |
| <input type="checkbox"/> County Library Board                      | <input type="checkbox"/> Mental Health Board                         |
| <input type="checkbox"/> County Fair Board                         | <input type="checkbox"/> Planning and Zoning Board                   |
| <input type="checkbox"/> County Museum Board                       | <input type="checkbox"/> Weed and Pest Control Board                 |
| <input type="checkbox"/> Child Developmental Center Board          | <input checked="" type="checkbox"/> Solid Waste Board <u>DIST #2</u> |
| <input type="checkbox"/> Citizens' Advisory Committee              | <input type="checkbox"/> Eden Valley Solid Waste District            |
| <input type="checkbox"/> Resource Conservation & Development Board | <input type="checkbox"/> Joint Powers Water Board                    |
| <input type="checkbox"/> Transit Authority Board                   | <input type="checkbox"/> Adult Community Correction Board            |
| <input type="checkbox"/> Fire District                             | <input type="checkbox"/> County Recreation Board                     |

I am interested in serving on this board because: I would like to be on this board to become more involved in my community. I am also interested in waste management and landfill operations.

RECEIVED

Signature: T.S. Poppie

MAY 05 2014

Return this completed form to:  
Sweetwater County Clerk  
P. O. Box 730  
Green River, WY 82935

SWEETWATER COUNTY  
COMMISSIONER'S OFFICE

Please remember that these are volunteer board positions with no salary or other considerations!  
If you have any questions, please contact a member of the Board of County Commissioners.

SWEETWATER COUNTY  
COMMISSION

P. O. Box 730  
Green River,  
WY 82935  
(307) 875-9360 or  
(307) 382-7985

# Sweetwater County

## Volunteer Board Application

RECEIVED

JUN 03 2013

Date 5-31-13

Name ANTHONY RIGINO SWEETWATER COUNTY  
Address 466 THOMAS PLANT BRUSH COMMISSIONER'S OFFICE  
City BAIRIEL State WY Zip 82322  
Telephone: (Daytime) 324-5362 (Evenings) SAME  
Present Occupation: POLICE OFFICER

Special skills, interests, or related volunteer service:  
MANAGEMENT OF DEPARTMENTS WITHIN A MUNICIPALITY  
PRIVATE BUSINESS MANAGEMENT

Available for:  Day Meetings  Evening Meetings  Weekends

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

- |  |  |
|--|--|
| <input type="checkbox"/> Memorial Hospital Board                   | <input type="checkbox"/> Airport Board                               |
| <input type="checkbox"/> County Library Board                      | <input type="checkbox"/> Mental Health Board                         |
| <input type="checkbox"/> County Fair Board                         | <input type="checkbox"/> Planning and Zoning Board                   |
| <input type="checkbox"/> County Museum Board                       | <input type="checkbox"/> Weed and Pest Control Board                 |
| <input type="checkbox"/> Child Developmental Center Board          | <input checked="" type="checkbox"/> Solid Waste Board <u>DIST #2</u> |
| <input type="checkbox"/> Citizens' Advisory Committee              | <input type="checkbox"/> Eden Valley Solid Waste District            |
| <input type="checkbox"/> Resource Conservation & Development Board | <input type="checkbox"/> Joint Powers Water Board                    |
| <input type="checkbox"/> Transit Authority Board                   | <input type="checkbox"/> Adult Community Correction Board            |
| <input type="checkbox"/> Fire District                             | <input type="checkbox"/> County Recreation Board                     |

I am interested in serving on this board because: EXPERIENCE USEFUL TO THE  
PUBLIC SECTOR. DESIRE TO AID SWEETWATER COUNTY TO THE  
BEST OF MY ABILITY

Signature: [Handwritten Signature]

Return this completed form to:  
Sweetwater County Clerk  
P. O. Box 730  
Green River, WY 82935

Please remember that these are volunteer board positions with no salary or other considerations!  
If you have any questions, please contact a member of the Board of County Commissioners.

**Sally Shoemaker**

---

**From:** Sue Rigano <sw2sar@yahoo.com>  
**Sent:** Monday, June 03, 2013 9:57 AM  
**To:** Sally Shoemaker  
**Subject:** Board Application  
**Attachments:** Scan0001.pdf

Sally,

Here is another completed board application for Sweetwater County Solid Waste District #2. Please consider this person for appointment to our board.

Thank you,

Sue Rigano - Manager/Clerk  
Sweetwater County Solid Waste District #2  
[sw2sar@yahoo.com](mailto:sw2sar@yahoo.com)  
307-328-2084

## BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

<p>Date Requested: May 6, 2014</p>	<p>Name &amp; Title of Presenter: Krisena Marchal, Grants Manager</p>
<p>Department or Organization: Grants Admin</p>	<p>Contact Phone &amp; E-mail: Krisena Marchal x3888 marchalk@sweet.wy.us</p>
<p>Exact Wording for Agenda: Approval of Purchases with Homeland Security Grant Funding for the City of Rock Springs Police Department</p>	<p>Preference of Placement on Agenda &amp; Amount of Time Requested for Presentation: 5 minutes</p>
<p>Will there be Handouts? (If yes, include with meeting request form) Yes</p>	<p>Will handouts require SIGNATURES: No</p>
<p>Additional Information:  Requested Action:  Motion to approve the purchase of Basic Medical Supply Kits, Ballistic Vests, and Canine Kits and Vests with Homeland Security Grant Funding for the City of Rock Springs Police Department</p>	



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

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

---

April 14, 2014

To: Chief Mike Lowell

Re: Homeland Security Grant 2012

This memo serves as a request to utilize the Homeland Security Grant 2012 for a total of \$7,661.10, for the purchase of Active Shooter Response Bags and Patrol Pocket Packs (see attached quotes). Forty nine Active Shooter Response Bags cost \$5,592.50 and 49 Patrol Pocket Packs cost \$2,068.60.

The response bags will allow officers to take life saving materials into the fight should we have a real world active gunman situation.

The patrol pocket packs allow officers to keep life saving materials on their person should a situation arise where the items are needed.

Thank you,

A handwritten signature in black ink, appearing to read "Dwane J. Pacheco".

Dwane J. Pacheco  
Police Commander

**Attachments:**

- (3) page summary of quotes
- (6) page summary of quotes



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

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

---

April 29, 2014

To: Chief Mike Lowell

Re: Homeland Security Grant 2012 and 2013

This memo serves as a request to utilize the Homeland Security Grant 2012 and Homeland Security Grant 2013 for a total of \$32,697.36. The purchase would include (15) tactical ballistic vests for the Tactical Response Team, \$29,220.00; (3) canine care kits for immediate medical first aid for the K-9, \$445.00; (3) ballistic vests for our K-9s, \$3,032.36.

Dwane J. Pacheco  
Police Commander

Attachments:

- (3) page cover letter and summary of quotes for ballistic vests
- (3) page cover letter and summary of quotes for canine care kit
- (3) page cover letter and summary of quotes for K-9 ballistic vests



# QUOTE

Officer Survival Solutions  
 6353 El Camino Real, Suite M  
 Carlsbad, CA 92009

Phone: (858) 776-4425  
 support@officersurvivalsolutions.com  
 www.officersurvivalsolutions.com

**QUOTE # 0271-14B**

**Date: 3/21/14**

**To: Rock Springs Police Dept.  
 ATTN: Christy Mortensen  
 221 C street  
 Rock Springs, WY 82901**

**Ship To: TBD**

Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID	Proposed Shipping Date
		MCB		Ground	Due upon receipt	45-2000147	

Quantity	Item	Color	Description	Ta	Unit Price	Discount %	Total
49	OSS ASRP		Active Shooter Response Bags	n	112.50	TIER I Authorized per Marc	5512.50

Subtotal	5512.50
Tax	-0-
Shipping	80.00
Misc.	-0-
Balance Due	5592.50

**Special Remarks:**

*Free Training Pack to Christy Mortensen  
 Tier I Discount authorized per Marc  
 Free Training Powerpoint to Christy Mortensen*

*"It's not a matter of IF, It's a matter of WHEN, and will you be prepared?"*  
 - Marc C. Barry - President, OSS

**WWW.OFFICERSURVIVALSOLUTIONS.COM**



TELEPHONE: (801) 486-7285  
 TOLL FREE: (800) 426-0509  
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# L.N. CURTIS & SONS

TOOLS FOR HEROES®

since 1929

L.N. CURTIS & SONS  
 INTERMOUNTAIN DIVISION  
 1195 SOUTH 300 WEST  
 SALT LAKE CITY, UT 84101

Quotation: 042214

TD:h

DATE: April 22, 2014	TERMS: Net 30	F.O.B. Ship Point	DELIV: 45 to 60 Days
<b>TO: Rock Springs Police Department</b> <b>Attn: Clark Robinson</b> <b>221 C Street</b> <b>Rock Springs, WY 82901</b> <b>Phone: 307-389-0416</b> <b>Email: clark_robinson@rswy.net</b>		This quotation subject to acceptance within 30 days. Shipment contingent upon strikes, fires, accidents or other delays beyond reasonable control of the company. L.N. CURTIS and Sons retains ownership and title to all equipment until fully paid for in legal money of the United States of America. All prices quoted are subject to applicable Federal, State, County or City Taxes and Licenses. <p style="text-align: center;">L.N. CURTIS AND SONS</p> <p style="text-align: right;">By: _____ JASON RICHARDS _____</p>	

Thank You for the opportunity to quote. We are pleased to offer requested items as follows.  
 If you have questions, need additional information or would like to place an order, please contact

**JASON RICHARDS OR AARON CLOUGH**

QUANTITY	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL
				
1	TITANBR01	Protech Titan Tactical Vest w/ BR01 Armor	\$1,140.00	\$1,140.00
✓ 1	TITANMR01	Protech Titan Tactical Vest w/ MR01 Armor	\$1,040.00	\$1,040.00
1	UPPERARMBR01	Protech Upper Arm Protectors w/ BR01 Armor	\$338.00	\$338.00
✗ 1	UPPERARMMR01	Protech Upper Arm Protectors w/ MR01 Armor	\$332.00	\$332.00
1	GROINBR01	Protech Groin Protector w/ BR01 Armor	\$182.00	\$182.00
✓ 1	GROINMR01	Protech Groin Protector w/ MR01 Armor	\$169.00	\$169.00
1	THROATBR01	Protech Throat Protector w/ BR01 Armor	\$119.00	\$119.00
✓ 1	THROATMR01	Protech Throat Protector w/ MR01 Armor	\$113.00	\$113.00

TELEPHONE: (801) 486-7285  
 TOLL FREE: (800) 426-0509  
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L.N. CURTIS & SONS  
 INTERMOUNTAIN DIVISION  
 1195 SOUTH 300 WEST  
 SALT LAKE CITY, UT 84101

✓ 1	SETOFSIX	Protech Set of Six Pouches (Any 6 Pouches w/ Vest Purchase)	\$138.00	\$138.00
✓ 1	2120-5	Protech Polyethylene/Ceramic, Fiberglass Type III Rifle Plate 5.8 lbs	\$488.00	\$488.00
				
4		TITANBR01 Vest, Accessories, and Plate	\$2,405.00	\$9,620.00
4		TITANMR01 Vest, Accessories, and Plate	\$2,280.00	\$9,120.00
		\$1948 <sup>00</sup> /each		

X 15 = \$29,220



Elite K-9, Inc.  
 7660 OLD US HWY 45  
 BOAZ, KY 42027-9613  
 (270) 554-5515      FBIN 83-0356648

Quotation # 76067A		Quotation Date 04/29/14	Pag 1
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<p style="text-align: center;">Bill</p> ATTN CARLINE LANSANG ROCK SPRINGS POLICE DEPT 212 D ST ACCOUNTING OFFICE ROCK SPRINGS, WY 82901-6235	<p style="text-align: center;">Ship</p> CHRISTY MORTENSEN ROCK SPRINGS POLICE DEPT 212 D ST ROCK SPRINGS, WY 82901-6235
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Customer No. 21108	Sales /LP	Reference #	Source /	Terms QUOTATION, EXP 05/29/14
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Ordered By	Warehouse	Phone Number (307) 352-1581	Total Wt. 0.0	Zon	Pkg 0	Ship Via UPC
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NO RETURNS WILL BE ACCEPTED WITHOUT AN RA#  
 10% RESTOCKING FEE MAY BE CHARGED FOR UNWANTED MERCHANDISE RETURNED

Qty	B/O	Shi	Item #	Description	Un. Price	Ds	Amount
6			CID02	Police for ID Collar - Black	0.00	--	0.00
3			KV200 B	Ballistic Vest for GSD with Spike package Black	999.95	--	2999.85
MERCHANDISE QUOTATION TOTAL \$							2999.85
SHIPPING & HANDLING \$							32.51
QUOTATION TOTAL \$							3032.36

**Karen French - Sheriff Office**

*Sent email to Robin Martin DHS cheyenne*

**From:** Pacheco, Dwane <Dwane\_Pacheco@rswy.net>  
**Sent:** Friday, April 25, 2014 11:51 AM  
**To:** Karen French - Sheriff Office  
**Subject:** K-9 Items

Karen,  
Do you know if we are able to utilize the Homeland grant for K-9 body armor and K-9 emergency care bags (similar to the officer packs)?  
I attached the RKB for LE body armor and I noticed Law enforcement K-9 on the Internet list, but I am unsure what MSSL means.

Thanks for your help.

[\[01AR-06-REUS\] Prev](#) [\[01LE-01-HLMT\] Next](#)

**SEL Number:** 01LE-01-ARMR

**Title:** Armor, Body

**Last Updated:** 6/19/2013 3:54:16 PM **Previous SEL Number:** 01LE-01-ARMR

**Description:** Personal body armor intended to protect the torso and extremities against small arms fire. This type of personal protective equipment is recommended for personnel involved with tactical operations.

**Important Features:** Protection up to .30 caliber/7.62mm threat rounds, to include armor piercing.

**Operating Considerations:** Note that depending upon the mission and conditions, body armor may be appropriate for other high-risk operations with the potential for small arms involvement.

100% protection from ballistic threats in all circumstances is impossible. Body armor selection is, to some extent, a tradeoff between ballistic protection and wearability. The selection of appropriate threat levels is important to ensure that wearers have an adequate level of ballistic threat protection for the environment in which they operate. The NIJ standard identifies protection classifications as Type I, IIA, II, IIIA, III and IV. These protection classifications cover threats from hand guns to rifles, including armor piercing rounds. Manufacturer instructions related to the care of the outer shell vest (carrier) must be followed.

**Training Requirements:** Core Training: OSHA 1910.132, NTOA or equivalent.  
Initial Training: Minimal (<1 day)  
Sustainment Training: Minimal (<1 day)

**Mandatory Standards:**

- NIJ Standard-0101.06, Ballistic Resistance of Body Armor, July 2008

**Non-Mandatory Standards:**

- 29 CFR 1910. 132 (OSHA), General Requirements, PPE
- ASTM E2902 - 12 Standard Practice for Measurement of Body Armor Wearers
- NIJ Guide 100-01, Selection and Application Guide to Personal Body Armor (Update to NIJ Guide 100-98), 2001

**MSSL:**

- Law Enforcement: Aviation
- Law Enforcement: Bomb Squad
- Law Enforcement: K-9
- Law Enforcement: Mobile Field Force
- Law Enforcement: SWAT/Tactical Team

*Dwaine J. Pacheco*

Commander  
Rock Springs Police Dept.  
221 C Street  
Rock Springs, WY 82901  
(307) 352-1581 (phone)  
(307) 352-1580 (fax)



201a Strick

Information from ESET Endpoint Antivirus, version of virus signature database 9723 (20140425)

The message was checked by ESET Endpoint Antivirus.

<http://www.eset.com>

## **Karen French - Sheriff Office**

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**From:** Robin Martin <robin.martin@wyo.gov>  
**Sent:** Friday, April 25, 2014 4:37 PM  
**To:** Karen French - Sheriff Office  
**Subject:** Re: K-9 Body Armor

That is correct. :)

Robin Martin  
Homeland Security Grant Manager  
Wyoming Office of Homeland Security

[robin.martin@wyo.gov](mailto:robin.martin@wyo.gov)

5500 Bishop Boulevard  
Cheyenne, WY 82002  
office: 307-777-5768  
fax: 307-635-6017

On Fri, Apr 25, 2014 at 3:49 PM, Karen French - Sheriff Office <[frenchk@sweet.wy.us](mailto:frenchk@sweet.wy.us)> wrote:

**Description:** Tactical entry equipment. Does not include explosive material or weapons.  
**Applicable Grant Programs:** LETPA-SHSP , LETPA-UASI , SHSP , THSGP , UASI  
**Grant Notes:** Not for routine use. This item is for use only by specialized teams such as Accredited Bomb Squads, Tactical Entry, or Special Weapons and Tactics (SWAT) Teams.  
**Applicable Core Capabilities:** Interdiction and Disruption , On-scene Security and Protection

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**(20TR) Training Equipment**

**(20TR-00) ...**

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**20TR-00-MILS Multiple Integrated Laser Engagement System (MILES)**

**Description:** The Multiple Integrated Laser Engagement System (MILES) is a training system that provides a realistic environment for responders involved in training exercises. MILES provides tactical intervention simulation for direct fire force-on-force training using eye safe laser "bullets". Each individual and vehicle in the training exercise has a detection system to sense hits and perform casualty assessment. Laser transmitters are attached to each individual and vehicle weapon system and accurately replicate actual ranges and lethality of the specific weapon systems.

**Applicable Grant Programs:** LETPA-SHSP , LETPA-UASI , SHSP , THSGP , UASI

**Grant Notes:**

**Applicable Core Capabilities:** Interdiction and Disruption

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**Section 21 Other Authorized Equipment**

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**(21CR) Critical**

**(21CR-00) Critical Emergency Supplies**

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**21CR-00-FOOD Shelf Stable Ready to Eat Food Packs**

**Description:** Shelf Stable Ready to Eat Food Packs

**Applicable Grant Programs:** EMPG , RCPGP , SHSP , THSGP , UASI

**Grant Notes:**

**Applicable Core Capabilities:**

*State must have FEMA's approval of a viable inventory management plan, an effective distribution strategy, and sustainment costs for such an effort. Please contact your FEMA Program Analyst for approval or questions.*

---

**21CR-00-MEDI Basic Medical Supply Kits**

**Description:** Basic Medical Supply Kits

**Applicable Grant Programs:** EMPG , RCPGP , SHSP , THSGP , UASI

**Grant Notes:**

**Applicable Core Capabilities:**

*State must have FEMA's approval of a viable inventory management plan, an effective distribution strategy, and sustainment costs for such an effort. Please contact your FEMA Program Analyst for approval or questions.*

---

**21CR-00-WATR Emergency Water Rations**

**Description:** Emergency Water Rations

*Interactive versions of this list, including an integrated AEL/SEL display are available on-line at [www.rkb.us](http://www.rkb.us).*

**OSS**  
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# LATEST OSS SAVE



**“ MARC, MY PARTNER AND I WERE SHOT TWICE LAST NIGHT, MY ARM WAS BLOWN APART BUT I’M ALIVE, OSS SAVED MY LIFE, THANK YOU BROTHER”**

**- CHRIS HOWELL -**

**CHIEF OF POLICE , ST. CROIX U.S. VIRGIN ISLANDS**



**OFFICER SURVIVAL SOLUTIONS**

## **OSS PATROL POCKET PACK**

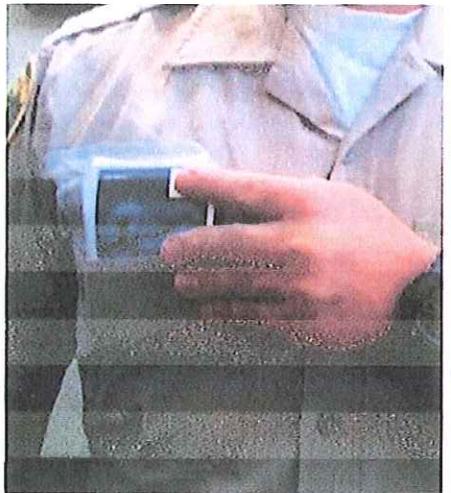


**PROVEN 100% EFFECTIVE  
AT STOPPING ARTERIAL  
BLOOD FLOW**

In 2009 the Tactical Medic Police Officers and Combat Medics of OSS created the first and only, gunshot survival pack designed to fit inside any uniform shirt pocket without being obstructive to everyday patrol operations. At a size of 3x5 and less than 1/2 inch thick, this vital lifesaving pack fits into any uniform shirt pocket yet contains all the advanced medical supplies needed to treat any penetrating trauma injuries such as: arterial gunshot or stab wounds. The Patrol Pocket Pack now makes it feasible for every officer to carry a lifesaving kit on their person where it belongs. More than 2/3 of all preventable police officer deaths is due to hemorrhaging (the officer bleeds to death) this pack was designed to directly combat the mortality rate of these victim officers.

### **CONTENTS**

- 1- Hemostatic Gauze Pack
- 1- OSS Combat Compression Dressing
- 1- SWAT-T Tactical Wrap Tourniquet
- 1- Pair of Nitrile Gloves
- 1- Field Application Card



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# BOARD OF COUNTY COMMISSIONERS

## MEETING REQUEST FORM

<p>Date Requested:</p> <p>May 6, 2014</p>	<p>Name &amp; Title of Presenter:</p> <p>John P. Radosevich, Director Krisena Marchal, Grants Manager</p>
<p>Department or Organization:</p> <p>Public Works Grants Admin</p>	<p>Contact Phone &amp; E-mail:</p> <p>John Radosevich x3921 Krisena Marchal x3888</p>
<p>Exact Wording for Agenda:</p> <p>Approval of the High Risk Rural Roads (HRRR) Grant Cooperative Agreement</p>	<p>Preference of Placement on Agenda &amp; Amount of Time Requested for Presentation:</p> <p>5 minutes</p>
<p>Will there be Handouts? (If yes, include with meeting request form)</p> <p>Yes</p>	<p>Will handouts require SIGNATURES:</p> <p>Yes - By the Chairman</p>
<p>Additional Information:</p> <p>Requested Action:</p> <p>Motion to approve, and authorize the Chairman to sign, the High Risk Rural Roads Grant Cooperative Agreement.</p>	

CB  
4/29/14



**COOPERATIVE AGREEMENT  
BETWEEN THE  
WYOMING DEPARTMENT OF TRANSPORTATION  
AND THE  
SWEETWATER COUNTY COMMISSION**

Federal Award Information	
CFDA No.: 20.600	CFDA Title: State and Community Highway Safety
Award Name: High Risk Rural Roads Program	Awarding Federal Agency: Federal Highway Administration
WYDOT Award Information	
Project ID: CN04111	Project No.: HRRR 0.00 CN04111
Recipient DUNS: 033802513	Recipient County: Sweetwater County
WYDOT Program Mgr.: Matt Carlson	Telephone: (307) 777-4195 Email: <a href="mailto:matt.carlson@wyo.gov">matt.carlson@wyo.gov</a>
WYDOT Contact for Confirmation of Funds: Barbara MacKenzie	Telephone: (307) 777-4039 Email: <a href="mailto:barbara.mackenzie@wyo.gov">barbara.mackenzie@wyo.gov</a>

- 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 Sweetwater County Commission, hereinafter referred to as the "Sponsor", whose address is 80 West Flaming Gorge Way, Ste. 23, Green River, WY 82935-4252.
- Purpose.** The purpose of this Agreement is to set forth the respective relationships and responsibilities between the Sponsor and WYDOT in the administration of the High Risk Rural Roads Program (HRRRP). The HRRRP was developed to implement construction and operational improvements on high risk rural roads, off of the State Highway System. Delivery of the HRRRP is a Highway Safety Program effort with the assistance from the Wyoming Technology Transfer Center Local Technical Assistance Program (LTAP), and in cooperation with Sponsor. This safety program is a component of a State's overall Highway Safety Improvement Plan (HSIP) and comes with annual dedicated funding. The purpose of the HRRRP is to correct safety deficiencies on an identified statewide system of rural roads where, due to low traffic volumes, major improvements do not appear to be cost effective. All work covered by this Agreement shall comply with the standards of the Americans with Disabilities Act of 1990 (ADA).
- 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. **Project Scope.** The Sponsor shall undertake and complete the improvements for County Road 2, 6, 15, 40, 42, 51, 58, 69 and 85 which will consist of placing paint stripping pavement markings to include centerlines and edge line markings.
5. **Period of Performance.** The Sponsor shall commence and complete the project in a professional, economical and efficient manner with consideration to timely completion of the project within two years of WYDOT's Notice to Proceed. 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. The WYDOT Notice to Proceed establishes the beginning date for eligible project costs; any costs incurred prior to the Notice to Proceed will not be reimbursed. In the event of unusual or unexpected project delay, the Sponsor may request WYDOT for an extension of time to complete the project. The request shall be in writing to the WYDOT State Highway Safety Engineer. Failure of the Sponsor 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 Sponsor shall return any and all federal funds that have been paid to the Sponsor.
6. **Project Funding.** The HRRRP funding is available to complete preliminary and final engineering, environmental documentation, utility accommodation, right-of-way acquisition and project construction activities; however each project must result in the construction of the proposed safety countermeasure/improvement.

The HRRRP is a federally funded program administered by the WYDOT Highway Safety Program. A maximum amount of \$99,541.71 federal funds will apply to this project. In accordance with WYDOT's policies, a program match requirement of 90.49 percent of federal and 9.51 percent local share of the project cost shall apply. Project total costs exceeding \$110,003 shall be borne by the Sponsor.

Projects selected for the statewide listing with costs exceeding the above limits may be over-matched by the Sponsor, when necessary to fully fund construction of the safety countermeasure/improvement. The maximum amount of federal funds cannot exceed \$99,541.71, but the Sponsor may elect to over-match, as needed, if the cost to construct exceeds program funding limits. The Sponsor is advised that a funded project, even when overmatched, will remain a federal project requiring the inclusion of federal contracting requirements.

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](http://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](http://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>.

7. **Project Administration and Reimbursement.** Project administration must be performed by a public employee to be in responsible charge. The Sponsor 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 a 90.49/9.51 percent matching ratio and must remain within the total project cost. Federal portion for this reimbursement on the project is 90.49 percent and shall be submitted on WYDOT Form LGC-CR, Project Cost Reimbursement Statement. The Sponsor shall complete and submit reimbursements on WYDOT Form LGC-CR, Project Cost Reimbursement Statement, signed by the authorized Sponsor representatives and approved by the WYDOT State Highway Safety Engineer. Additionally, the Sponsor shall complete WYDOT's Acceptance Certificate and Final Completion, which shall accompany the final reimbursement payment request.

8. **HRRRP Project Requirements**

The executed Agreement will require that the Sponsor comply with the following provisions outlined in this Agreement.

**Pre-Construction Requirements**

Design Standards: The Sponsor is responsible for completion of project plans and contracts and compliance with applicable design standards. Project designs and contract plans must comply with provisions of the *Manual on Uniform Traffic Control Devices* for signs and pavement markings; compliance NCHRP *Report 350, Recommended Procedures for the Safety Performance Evaluation of Highway Features* for installation of roadside safety hardware; and compliance with the County Road Fund Manual or WYDOT *Standard Plans*, for roadway design and construction elements. All references to design standards are the current and adopted editions.

Environmental Compliance: The Sponsor is responsible for compliance with all applicable environmental and other local, state, and federal laws and regulations. The Sponsor must satisfy the requirements of the National Environmental Policy Act and complete the required environmental documentation, typically a Categorical Exclusion. LTAP shall provide assistance, as needed.

Rights-of-Way Acquisition: The Sponsor must certify, in their project proposal, that the public roadway rights-of-way are held by the local government entity (Rights-of-Way Certificate). The acquisition of additional rights-of-way is not anticipated with HRRRP project types. However, if additional rights-of-way or construction permits are required, the Sponsor shall comply with the applicable provisions of an executed Agreement between WYDOT and the Sponsor. LTAP shall provide assistance, as needed.



Utility Adjustments: The Sponsor shall make all arrangements, by agreement with affected utility owners, for utility relocations or adjustments. All arrangements will be in compliance with the *State's Utility Accommodation Regulations*. The Sponsor must certify, in their project proposal that utility accommodations have been or will be completed (Utility Certificate). LTAP shall provide assistance, as needed.

Project Plans and Contracts: The contract will specify, at a minimum, the project plans and specifications and include bid units with method of measurement and basis of payment. Specifications will determine the method of acceptance of all materials incorporated in the project.

Letting: The letting and the award of an HRRRP project will be completed by the Sponsor. Construction shall be performed by private construction firms, qualified by the Sponsor; no in-State preference will apply for materials, labor, contracts or subcontracts. Project bidding shall follow accepted local government bidding procedures for open and public competitive bidding, including public advertising. WYDOT reserves the right to review all contract bids prior to contract award. After bid analysis, the Sponsor shall award to the lowest responsive bidder and proceed with project construction.

Additional Federal Contracting Requirements: The HRRRP is a federally funded program and requires compliance with Federal contracting requirements as follows:

- **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.
- **Disadvantaged Business Enterprise (DBE):** DBE efforts shall be included in the project file, using the Form "E-91LPA" to document the bid solicitation, and to assure that the action taken is in compliance with this request. Written proof of compliance to this request should be available when requested.
- **Payment of Predetermined Minimum Labor Rates:** Contract documents must include provisions for compliance with payment of wages and fringe benefits as required by the Form PR-1273.
- **Public-Owned Equipment, Material or Labor:** Contract provisions requiring the use of public-owned equipment, materials, or labor, including the use of County Force Account as In-kind Match, must be supported by a Public Interest Finding documented on WYDOT Form LGC-PIF and submitted with the Project Proposal.



## **Construction Requirements**

The executed Agreement will require that the Sponsor comply with the following construction provisions:

Construction: Construction of the project will be completed in accordance with the plans and specifications; extra work/claims must be within the scope of the contract and project funding limitations. The Sponsor shall conduct project inspections during active construction; WYDOT representatives may inspect the project at their discretion.

Construction Engineering: Construction Engineering for the project shall be performed by and under the immediate direction, control, and supervision of the Sponsor and will document, at a minimum, the methods of measurement, basis of payment, and method of acceptance of all materials incorporated in the project.

Project Final Inspection: The Sponsor shall perform final inspection on the completed project and notify WYDOT of final inspection. WYDOT representatives may participate in final inspection at their discretion.

Project Acceptance: The Sponsor shall certify to 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. This effort should be coordinated with the Sponsor's request for final reimbursement.

## **Post-Construction Requirements**

The executed Agreement will require that the project Sponsor comply with the following post-construction provisions:

Maintenance: Upon completion and acceptance of this project, the Sponsor shall maintain, at its sole expense, the roadway in compliance with all applicable Federal and State standards and regulations. Maintenance shall include all repairs necessary to keep the improvement in its functional constructed condition. The Sponsor also agrees not to permanently close or abandon the route without written consent of WYDOT.

In-Service: The Sponsor agrees to maintain the public road in-service and not permanently close or abandon the public road without written consent of WYDOT.

## **9. HRRRP Project Monitoring and Evaluation Process**

The Sponsor, consistent with responsibilities presented above for Construction Engineering, shall monitor the completion of the project and prepare summary reports to be submitted to WYDOT LGC. Summary reports will be at contract award, project final inspection, and project final acceptance.

LTAP shall select Sponsors to assist in conducting a project closeout review and evaluation. This Project-Level evaluation is intended to address the effectiveness of each project in meeting the Program Purpose, Goal, and Eligible Use of Funds, and provide lessons learned to improve delivery of future projects. The Sponsor will be asked to cooperate with the LTAP in the evaluation process.



## 10. General Provisions

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

- 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 Sponsor, this Agreement may be terminated by WYDOT at the end of the period for which the funds are available. WYDOT will notify the Sponsor at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to WYDOT in the event this provision is exercised, and WYDOT will not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit WYDOT to terminate this Agreement in order to acquire similar services from another party.



- h. Compliance with Law.** The Sponsor shall keep informed of and comply with all applicable, Federal, State and local laws and regulations in the performance of this Agreement.
- i. Entirety of Agreement.** This Agreement, consisting of eleven pages and Attachment "A", consisting of eleven pages, represent 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 subawards under the award.
- k. Indemnification.** The Sponsor 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 Sponsor's failure to perform any of Sponsor's duties and obligations hereunder or in connection with the negligent performance of the Sponsor's duties or obligations, including but not limited to any claims, lawsuits, losses or liability arising out of the Sponsor's malpractice.
- l. Kickbacks**
- (i) The Sponsor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in the Department of Labor Regulations (29 CFR, Part 3). This Act provides that the Sponsor 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 Sponsor certifies and warrants that no gratuities, kickbacks or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement.
  - (iii) No staff member of the Sponsor shall engage in any contract or activity which would constitute a conflict of interest as related to this Agreement.
  - (iv) If the Sponsor 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 Sponsor or its subsponsors in connection with lobbying Congressmen, or any federal agency in connection with the award of a federal grant, contract, cooperative agreement or loan. The Sponsor and its suspensors shall submit a certification statement and disclosure form acceptable to WYDOT prior to commencement of any work.
- n. **Nondiscrimination.** The Sponsor shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105 *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. 12101, *et seq.* and the Age Discrimination Act of 1975. The Sponsor shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin or disability in connection with the performance of this Agreement. 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 Sponsor 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 Sponsor does not waive governmental immunity, and each specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this 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 Sponsor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction nor from federal financial or non-financial assistance, nor are any of the participants involved in the execution of this Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension) and CFR 44 Part 17, or are on the disbarred vendors list at [www.sam.gov](http://www.sam.gov). Further, the Sponsor agrees to notify WYDOT by certified mail should it or any of its agents become debarred, suspended, or voluntarily excluded during the term of this 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.

**"REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK"**



11. **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:**

\_\_\_\_\_  
Name  
  
\_\_\_\_\_  
Title

(SEAL)

**SWEETWATER COUNTY  
COMMISSION:**

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

Wally J. Johnson  
\_\_\_\_\_  
Print Name

May 6, 2014  
\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Sandra J. Scott, Secretary  
Transportation Commission of Wyoming

(SEAL)

**WYOMING DEPARTMENT OF TRANSPORTATION:**

By: \_\_\_\_\_  
Del McOmie, P.E., Chief Engineer

\_\_\_\_\_  
Date

Approved as to form:

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

Date agreement prepared: April 3, 2014



**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 "A"

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 "A"

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 "A"

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 "A"

(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)(i) 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

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"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).

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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.

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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

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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 contractor). "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

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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.

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### **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.

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### **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.

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### **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.



Matthew H. Mead  
Governor

# Wyoming Department of Transportation

"Providing a safe, high quality, and efficient transportation system"

5300 Bishop Boulevard  
Cheyenne, Wyoming 82009-3340



John F. Cox  
Director

April 3, 2014

Sweetwater County  
Attention: John P. Radosevich  
80 West Flaming Gorge Way,  
Suite 23  
Green River, WY 82935

**RE: Round 5 High Risk Rural Roads Program (HRRRP) Project Award**

Dear John,

This letter serves as your notice that The Transportation Commission of Wyoming met on February 20, 2014 and has awarded funding to Sweetwater County for Round 5 of HRRRP. Sweetwater County was approved for a maximum of \$99,541.71 in HRRRP funding. The HRRRP funding which you have been approved for requires a 9.51% local match and is eligible for 90.49% reimbursement of eligible expenses. The Project breakdown is listed in the table below:

HRRRP Funding	Local Match	Project Total
\$99,541.71	\$10,461.29	<b>\$110,003.00</b>

**This letter is NOT your Notice to Proceed and any costs incurred prior to receipt of the Notice to Proceed will not be considered for reimbursement.** Authorization to proceed on the project will be granted in future correspondence.

Please contact me Matt Carlson if you have any questions or concerns about your HRRRP project at [Matt.Carlson@wyo.gov](mailto:Matt.Carlson@wyo.gov) or (307) 777-4195.

Sincerely,

Matt Carlson  
State Highway Safety Engineer

Cc via email: John Eddins, P.E., District Engineer – Rock Springs  
LTAP, Wyoming Technical Center – Laramie



Matthew H. Mead  
Governor

# Wyoming Department of Transportation

*"Providing a safe, high quality, and efficient transportation system"*

5300 Bishop Boulevard  
Cheyenne, Wyoming 82009-3340



John F. Cox  
Director

April 7, 2014

Sweetwater County  
Attention: John P. Radosevich  
80 West Flaming Gorge Way,  
Suite 23  
Green River, WY 82935

**RE: Round 5 High Risk Rural Roads Program (HRRRP) Agreement**

Dear John,

Enclosed you will find the Round 5 HRRRP Agreement for the Sweetwater County HRRRP CN04111 project.

Sweetwater County has been awarded at total of \$99,541.71 in HRRRP funding. Sweetwater County will be required to pay 9.51% of every submitted reimbursement request.

Please print and be sure to have the County Commission Chairperson, along with an attest, sign two copies of the original Agreement and send the information back to our office for processing. Copies of the information will be sent, as well as an official notice to proceed on the first stage of the project, when all signatures have been received. Sweetwater County may not request reimbursement for any funds expended prior to the date of a notice to proceed.

Thank you in advance for your assistance, I look forward to working with you throughout the entirety of the project. If you should have any questions throughout this process, please feel free to contact me at 307-777-3938.

Sincerely,

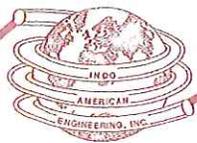
Matt Carlson  
State Highway Safety Engineer

cc via email: John Eddins, P.E., District Engineer – Rock Springs  
LTAP, Wyoming Technical Center – Laramie

## BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

Date Requested: BOCC- May 6, 2014	Name & Title of Presenter: John Radosevich Sweetwater County Public Works Director
Department or Organization: Engineering	Contact Phone & E-mail: 307-872-3921
Exact Wording for Agenda: Approval of Professional Services Contract for 2014 Paint Striping Contract	Preference of Placement on Agenda & Amount of Time Requested for Presentation: 5 minutes
Will there be Handouts? (If yes, include with meeting request form) Yes	Will handouts require SIGNATURES: Board Approval and authorize Chairman to sign documents
Additional Information:	

- All requests to be added to the agenda will need to be submitted in writing on the "Meeting Request Form" by Wednesday at 12:00 p.m. prior to the scheduled meeting and returned in person or electronically to Clerk Sally Shoemaker at: [shoemakers@sweet.wy.us](mailto:shoemakers@sweet.wy.us)
- All handouts are also due by Wednesday at 12:00 p.m. prior to the scheduled meeting date. Handouts may be submitted to Clerk Sally Shoemaker either in person or electronically. ***\*\*If your handout is not accompanied with the request to be added to the agenda, your request will be dismissed and you may reschedule for the next meeting provided the handout(s) are received.\*\****
- Any documents requiring **Board Action or signature** are considered agenda items and need to be requested in the same manner.
- All **original** documents requesting action or signature must be submitted to Deputy County Clerk Vickie Eastin. However, a **copy** must be submitted to Sally Shoemaker for distribution of the packet and retention.
- As always, if you are unable to attend the meeting after being placed onto an agenda, please send a representative in your place or your item will be rescheduled.
- In order to determine placement on the agenda, please review the county website ([www.sweet.wy.us/commissioner](http://www.sweet.wy.us/commissioner)) on Thursday afternoon.
- If a request to be placed on an agenda is received **AFTER** the deadline, you will be considered for the next meeting date.
- No handout will be received during a meeting in session.



**AGREEMENT FOR ENGINEERING  
DESIGN SERVICES  
Paint Striping Various County Roads  
Project Number SC-130**

An AGREEMENT, by and between the Board of County Commissioners of the County of Sweetwater, State of Wyoming (hereinafter referred to as "County") and Indo American Engineering, Inc. (hereinafter referred to as "Consultant").

**WITNESSETH:**

**WHEREAS**, the County desires to retain a consultant to provide engineering design services to accomplish the paint striping of various county roads in Sweetwater County, Wyoming; and

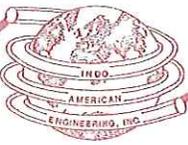
**WHEREAS**, the County deems it to be in the best public interest to engage a Consultant in private practice to furnish engineering design services in connection with the Project; and

**WHEREAS**, after reviewing Qualifications Statements from consultants, the County selected the Consultant to furnish engineering services for the Project; and

**WHEREAS**, the Owner has prepared and the Consultant has reviewed scope of work for the Project; and

**WHEREAS**, based thereon, the County agrees to retain the Consultant to perform the professional services described herein, and the Consultant agrees to accept such engagement and perform such services upon the terms and conditions set forth herein.

**NOW THEREFORE**, by and for their mutual covenants and agreements herein contained, the parties agree as follows:



## 1. The Project

Paint Striping Various County Roads, Sweetwater County Engineer Project Number: SC-130 in Sweetwater County, Wyoming.

## 2. Scope of Work

- A. The scope of work for the road listed in Exhibit "A" shall consist of those services described in this section and any other services normally required of a design and engineering consultant to accomplish the project scope of work that is defined herein.
- B. The scope of work includes three (3) phases: (1) the Design Development Phase, (2) the Construction Documents and Bidding Phase, and (3) the Contract Administration and Project Management Phase.

### (1) Design Development Phase

The Design Development Phase is generally defined to include coordination of the design with program requirements; environmental; cultural, and preservation issues; and structural, mechanical, electrical, and civil engineering requirements. The design development set, including outline specifications and cost estimate, will be submitted to the County for review.

### (2) Construction Document and Bidding Phase

The Construction Documents Phase is generally defined to include the final design development drawings being developed into construction documents, including detailed drawings and specifications for competitive bidding. The first milestone of this phase is a review with the County at the 65% completion stage, including a cost estimate. The final construction drawings set and cost estimate will also be submitted for review by the



County. The preparation and issuance of bid documents and assisting the County in the bid process including the evaluation of submittals will also be included in this phase.

(3) Contract Administration and Project Management Phase

The Contract Administration Phase is generally defined to include the construction observation services including field observation, clarification and interpretation of the drawings and review of submittals and shop drawings, and consultant along with the County Engineer shall participate as the County's representative in any County/Contractor claims and dispute resolution process.

3. Duration

The services covered by this Agreement shall be completed no later than September 30, 2014, unless the time for performance is extended as provided for in this Agreement.

4. Party Representative and Addresses

Authorized and designated representatives to the parties are as follows:

The County: Sweetwater County Board of County Commissioners, Mr. Wally J. Johnson, Chairman, 80 West Flaming Gorge Way, Green River, WY 82935, or any other person designated by the Board of County Commissioners.

The Consultant: Indo-American Engineering, Inc. P.O. Box 1813, Rock Springs, WY 82902-1813. The Consultant shall assign one person the responsibility of being in direct charge of each of the identified phases of the project. This person shall function in this capacity throughout the phase unless such person terminates employment with the Consultant, the County requests a change or an emergency situation arises. All



changes of designated representatives shall be given by written notice to the other party in the manner set forth below for notices.

## 5. Calculation and Payment of Fees

### A. Method of Determination

Subject to the limit on fees contained herein, fees to be paid to the Consultant for completion of all services shall be determined on a time and expense basis according to the itemization of rates by classification of the Consultant's principals and employees set forth on Exhibit B attached hereto and incorporated herein by this reference. Payment to the Consultant for completion of all services shall not exceed the sum of \$49,840.00 unless specifically authorized, by the County in advance as provided herein above.

### B. Method of Payment

The Consultant shall submit county vouchers with monthly itemized statements of services provided and reimbursable expenses incurred, and an itemization of the total amounts billed and paid under this contract by the 25<sup>th</sup> day of each month in which services are provided. The County shall review such submission and if accepted and approved, pay such amounts on or before the 25<sup>th</sup> day of the month following receipt.

### C. Method of Records Management

The Consultant shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and shall make such materials available at its office at all reasonable times during the contract period and for three (3) years from the date of final payment under this Agreement. Such records shall be available for inspection by the County, and shall be furnished by the Consultant if requested.



D. Method of Determining Cost Status

The Consultant shall provide to the County, upon request, cost breakdowns of the hourly charges and overhead on each sub-consultant or subcontractor charge which the Consultant includes in its billing statement to the County.

6. County's Covenants

The County agrees to:

- A. Furnish to the Consultant all data regarding the project, which is in its possession or control.
- B. Provide general direction regarding the Project and coordinate reviews, approvals, and authorizations of all stages of the work.
- C. Notify the Consultant in writing to commence work, such notification being referred to herein as the "Notice to Proceed".
- D. Upon written notice from the Consultant of causes over which the Consultant has no control and which may delay the work, the County; if it finds said causes sufficient, may extend the time specified for completion of the work.

7. Consultant's Covenants

The Consultant agrees to:

- A. Undertake and faithfully fulfill the requirements of this Agreement and all amendments hereto in a timely, competent, and professional manner.
- B. Comply with all applicable provisions of federal, state, and local laws including, but not limited to, the following: (1) Environmental Review and Analysis, including mitigation assessment if required; (2) National Historic Preservation Act, including appropriate review and mitigation assessment; (3) Americans with Disabilities Act; (4) Public Interest Findings; (5) Buy American Provisions; (6)



Encourage Participation of Disadvantaged Business Enterprises; (8) Manual of Uniform Traffic Control Devices; and (9) Wyoming Labor Rate Schedules.

- C. Start work immediately upon receipt of the Notice to Proceed, and follow a work schedule to facilitate completion of construction by September 30, 2014.
- D. Endorse all plans and reports prepared under this Agreement and have affixed thereto, by the preparer, his seal of professional registration as required by Wyoming law.

#### 8. Insurance

The minimum kinds and amounts of insurance to be carried by the Consultant, with the County designated in each such policy as an additional named insured, shall be as follows:

<u>Type</u>	<u>Coverage</u>
Comprehensive Auto Liability	\$500,000/\$500,000 P.L.; \$50,000 P.D.
Comprehensive General Liability	\$500,000/\$500,000 P.L.; \$50,000 P.D.
Worker's Compensation	Statutory
Valuable Papers	With the County as an additional insured on Consultant's Valuable Papers Insurance
Professional Liability	\$1,000,000

The insurance specified above shall be maintained until the Consultant's work has been completed and accepted by the County. Proof of insurance coverage shall be furnished by the Consultant to the County within fifteen (15) days of the Consultant's receipt of the Notice to Proceed.

#### 9. Indemnification



The Consultant agrees to indemnify and hold harmless the County from and against any and all claims, damages, and liabilities caused by, or resulting from the negligent or intentional acts, errors or omissions of the Consultant, its officers, employees, agents, or representatives in the performance of services under this Agreement.

10. Responsibilities for Debts

The Consultant assumes sole responsibility for any debts or liabilities that may be incurred by the Consultant in fulfilling the terms of this Agreement.

11. Non-raiding Clause

The Consultant shall not engage the services of any person or persons presently in the employ of the County for work covered by this Agreement without written consent of the employer of such persons.

12. Compliance with Laws

The Consultant shall comply with all federal, state, and local laws and ordinances applicable to the services to be provided hereunder by it on the project.

13. Assignment

None of the duties and obligations of the Consultant may be assigned to any other person or entity without the express prior written consent of the County.

14. Ownership of Documents

The drawings, specifications, and other documents prepared by the Consultant for the project shall become, upon approval and payment of the County, the property of the County. The Consultant shall have the right to include representations of the design of the project, including photographs of the project among the Consultant's promotional and professional material.

15. Consultant's Warranty



- A. The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant any fee or commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the County shall have the right to annul this Agreement without liability.
- B. The Consultant warrants that any subcontractor who it retains to assist with the project shall agree, in writing, to be bound by the applicable terms of this Agreement.

16. Termination

- A. This Agreement may be terminated by either party upon not less than seven (7) days written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.
- B. If the project is suspended by the County for more than thirty (30) consecutive days, the Consultant shall be compensated for services performed prior to notice of such suspension. When the project is resumed, the compensation may be equitably adjusted to provide for expenses incurred in the interruption and resumption of services.
- C. This Agreement may be terminated by the County upon not less than seven (7) days written notice to the Consultant in the event that the project is permanently abandoned. If the County abandons the project for more than ninety (90)



consecutive days, the Consultant may terminate this Agreement by giving written notice.

- D. The County may terminate this Agreement for any just cause including, but not limited to, the Consultant's failure to perform the services described in this Agreement in a timely or competent manner.

17. Independent Contractor

The Consultant shall be an independent contractor of the County. Nothing contained in this Agreement shall be construed to create an employer/employee or a principle/agent relationship between the County and the Consultant. While the County may give the Consultant general directions and indications of the result which it intends to receive from the Consultant's performance of services as described herein, the County shall not and does not control the performance of such services, shall not and does not provide specific directions as to how, when and in what manner such services shall be performed. The County grants to the Consultant the judgment and discretion normally exercised by a Consultant performing the same or similar services while acting as an independent contractor.

18. Sovereign 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.

19. Controlling Laws

This Agreement shall be constructed according to the laws of the State of Wyoming. The venue for any action brought to enforce this Agreement shall be the Third Judicial District, Sweetwater County, Wyoming.



EXHIBIT "A"  
2014 VARIOUS SWEETWATER COUNTY PAVED ROADS PAINT STRIPING SUMMARY

COUNTY ROAD NUMBER	ROADWAY	ROADWAY LENGTH	STRIPE				TYPE	DASHED/CL	SOLID BAR/DASHED	SINGLE CL/CO M-(1)	SOLID DOUBLE BAR(2)	EDGE LINE-(3)
			DASHED CL	DASHED CL/BAR	DOUBLE BARRIER	EDGE LINE		DASHED	\CL STRIPING	SOLID	LINE	STRIPING
			MILES				MILES					
4-1	McKINNON ROAD	27.15	13.54	11.89	1.72	27.15	13.54	11.89	11.89	3.44	54.30	
4-2	LITTLE AMERICA ROAD	1.30	0.95	0.25	0.10	0.00	0.95	0.25	0.25	0.20	0.00	
4-3	FMC ROAD	3.60	2.49	0.91	0.20	3.60	2.49	0.91	0.91	0.40	7.20	
4-6	STAUFFER CHEMICAL (OCI)	2.46	0.59	0.82	1.05	2.46	0.59	0.82	0.82	2.10	4.92	
4-11	TEXASGULF SULFUR ROAD	9.05	5.02	3.02	1.01	9.05	5.02	3.02	3.02	2.02	18.10	
4-15	NINE MILE ROAD	10.94	4.81	2.49	3.14	10.67	4.81	2.49	2.49	6.28	21.34	
4-16	GRANGER ROAD	2.25	1.37	0.45	0.42	0.00	1.37	0.45	0.45	0.84	0.00	
4-27	ASPEN MTN ROAD	3.20	1.31	1.74	0.15	3.20	1.31	1.74	1.74	0.30	6.40	
4-33	FLAMMING GORGE ROAD	10.23	1.47	3.42	5.98	10.23	1.47	3.42	3.42	11.96	20.46	
4-35	HOSKINS ROAD	0.88	0.75	0.00	0.10	0.00	0.75	0.00	0.00	0.20	0.00	
4-40	ALLIED CHEMICAL ROAD	3.20	1.23	1.62	0.35	3.20	1.23	1.62	1.62	0.70	6.40	
4-42	RELIANCE ROAD	2.51	0.91	0.62	0.98	2.51	0.91	0.62	0.62	1.96	5.02	
4-50	QUEALY ROAD	2.05	1.26	0.36	0.98	0.50	1.26	0.36	0.36	1.96	1.00	
4-51	BLAIRTOWN CONNECTOR RD	4.2	1.46	1.75	1.62	4.01	1.46	1.75	1.75	3.24	8.02	
4-54	WHITE MTN DRIVE	0.16	0.00	0.00	0.16	0.00	0.00	0.00	0.00	0.32	0.00	
4-58	YELLOWSTONE ROAD	5.78	2.02	2.86	2.06	5.61	2.02	2.86	2.86	4.12	11.22	
4-60	MESA DRIVE	1.45	1.05	0.30	0.10	1.45	1.05	0.30	0.30	0.20	2.9	
4-63	MINERAL X ROAD	21.51	18.34	3.17	0.00	21.51	18.34	3.17	3.17	0.00	0.00	
4-64	ROCK SPRINGS SOLID WASTE	0.30	0.23	0.00	0.07	0.30	0.23	0.00	0.00	0.14	0.60	
4-66	WINTON ROAD	2.58	1.27	1.07	0.24	2.58	1.27	1.07	1.07	0.48	5.16	
4-69	GOOKIN-WHITE MTN ROAD	0.61	0.00	0.00	0.61	0.00	0.00	0.00	0.00	1.22	0.00	
4-85	SOLVAY ROAD	3.75	1.11	1.66	0.98	3.75	1.11	1.66	1.66	1.96	7.50	
4-86	EXXON PLANT ROAD	4.40	3.25	0.91	0.24	4.40	3.25	0.91	0.91	0.48	8.80	
4-88	JY ROAD	0.06	0.00	0.00	0.06	0.06	0.00	0.00	0.00	0.12	0.12	
4-91	KOA ROAD	0.10	0.00	0.00	0.10	0.00	0.00	0.00	0.00	0.20	0.00	
4-92	ARMORY ROAD	0.11	0.00	0.00	0.11	0.00	0.00	0.00	0.00	0.22	0.00	
4-99	SPANGLER ROAD	0.16	0.00	0.00	0.13	0.14	0.00	0.00	0.00	0.26	0.28	
4-114	THIEL ROAD	0.07	0.00	0.00	0.07	0.07	0.00	0.00	0.00	0.14	0.14	
4-1100	SIGNAL DRIVE	1.17	0.00	0.00	1.13	1.12	0.00	0.00	0.00	2.26	2.24	
4-1119	FOOTHILL DRIVE	0.44	0.00	0.00	0.44	0.00	0.00	0.00	0.00	0.88	0.00	
4-1168	WILKINS PEAK DRIVE	0.55	0.00	0.00	0.55	0.00	0.00	0.00	0.00	1.10	0.00	
4-1243	LAYOS DRIVE	0.26	0.00	0.00	0.26	0.00	0.00	0.00	0.00	0.52	0.00	
SUB TOTAL		126.48	64.43	39.31	25.11	117.07	64.43	39.31	39.31	50.22	192.12	
TOTAL								103.74		281.65		
FOR ESTIMATE								104.0		282.0		



INDO AMERICAN ENGINEERING, INC.



# INDO AMERICAN ENGINEERING, INC. CONSULTING ENGINEERS

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

## EXHIBIT "B"

March 20, 2014

Page 1 of 3

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

Project No. SC-130

Reference: Year 2014 Various Sweetwater County Paved Roads Paint  
Striping and Miscellaneous Work Project

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

Dear Mr. Radosevich:

Indo American is hereby submitting a break down of Engineering (Design Development Phase, Construction Documents and Bidding Phase) and Construction Management (Contract Administration and Project Management Phase) Services Cost Estimate and Schedule of Prices to prepare Drawings, Bid Proposal, Special Provisions, and Technical Specifications for the Year 2014 Various Sweetwater County Paved Roads Paint Striping Project.

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

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

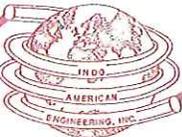
Sincerely,

---

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

DPS/ds

Encl:



March 20, 2014

Page 2 of 3

Mr. John P. Radosevich, P.E., County Engineer  
 Office of Sweetwater County Engineer  
 Project No. SC-130

Reference: Year 2014 Various Sweetwater County Paved Roads  
 Paint Striping and Miscellaneous Work Project

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

ROUGH COST ESTIMATE FOR PROFESSIONAL SERVICES

FOR ENGINEERING SERVICES

(DESIGN DEVELOPMENT & CONSTRUCTION DOCUMENT & BIDDING PHASE)

Reference: Engineering Tasks

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

ITEM	DESCRIPTION	HOURS	RATE	TOTAL
1	Reg. Engineer	4 hrs	\$100.00/hr	\$00,400.0
2	Sr. Engineering	40 hrs.	\$80.00/hr	\$03,200.0
3	Specification	40 hrs.	\$78.00/hr	\$03,120.0
4	Sr. Draftsman	32 hrs.	\$72.00/hr	\$02,304.0
5	Clerical Services	24 hrs.	\$40.00/hr	\$00,960.0
6	MISCELLANEOUS -			
	Mileage (Approximate)	500 mi	\$02.00/mi	\$01,000.0
	Xerox, Fax, Postage, etc.	L/S	L/S	\$01,800.0
ENGINEERING SERVICES ---- SUB-TOTAL				\$12,784.0

FOR CONSTRUCTION MANAGEMENT (FIELD INSPECTION)

(CONTRACT ADMINISTRATION & PROJECT MANAGEMENT PHASE)

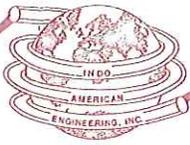
Reference: Construction Management Task

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

ITEM	DESCRIPTION	HOURS	RATE	TOTAL
1	Reg. Engineer	6 hrs	\$100.00/hr	\$00,600.0
2	Sr. Engineering	75 hrs.	\$80.00/hr	\$06,000.0
3	Sr. Field Inspection	248 hrs.	\$72.00/hr	\$17,856.0
4	Clerical Services	40 hrs.	\$40.00/hr	\$01,600.0
5	MISCELLANEOUS -			
	Mileage	4500 mi	\$02.00/mi	\$09,000.0
	Xerox, Fax, Postage, etc	L/S	L/S	\$02,000.0

CONSTRUCTION MANAGEMENT (FIELD INSPECTION) SUB-TOTAL \$37,056.0

PROFESSIONAL SERVICES --- TOTAL ----- \$49,840.0



March 20, 2014

Page 3 of 3

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

Project No. SC-130

Reference: Year 2014 Various Sweetwater County Paved Roads  
Paint Striping and Miscellaneous Work Project

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

SCHEDULE OF PRICES

FIELD ENGINEERING:

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

OFFICE ENGINEERING:

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

EQUIPMENT:

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

SPECIAL CONDITION:

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

OVERTIME:

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

## BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

Date Requested: BOCC- May 6, 2014	Name & Title of Presenter: John Radosevich Sweetwater County Public Works Director
Department or Organization: Engineering	Contact Phone & E-mail: 307-872-3921
Exact Wording for Agenda:  Approval of 2014 Annual Road Maintenance Plan with Flaming Gorge Ranger District	Preference of Placement on Agenda & Amount of Time Requested for Presentation: 5 minutes
Will there be Handouts? (If yes, include with meeting request form)  Yes	Will handouts require SIGNATURES: Board Approval and authorize Chairman to sign documents
Additional Information:	

- All requests to be added to the agenda will need to be submitted in writing on the "Meeting Request Form" by Wednesday at 12:00 p.m. prior to the scheduled meeting and returned in person or electronically to Clerk Sally Shoemaker at: [shoemakers@sweet.wy.us](mailto:shoemakers@sweet.wy.us)
- All handouts are also due by Wednesday at 12:00 p.m. prior to the scheduled meeting date. Handouts may be submitted to Clerk Sally Shoemaker either in person or electronically. ***\*\*If your handout is not accompanied with the request to be added to the agenda, your request will be dismissed and you may reschedule for the next meeting provided the handout(s) are received.\*\****
- Any documents requiring **Board Action** or **signature** are considered agenda items and need to be requested in the same manner.
- All **original** documents requesting action or signature must be submitted to Deputy County Clerk Vickie Eastin. However, a **copy** must be submitted to Sally Shoemaker for distribution of the packet and retention.
- As always, if you are unable to attend the meeting after being placed onto an agenda, please send a representative in your place or your item will be rescheduled.
- In order to determine placement on the agenda, please review the county website ([www.sweet.wy.us/commissioner](http://www.sweet.wy.us/commissioner)) on Thursday afternoon.
- If a request to be placed on an agenda is received **AFTER** the deadline, you will be considered for the next meeting date.
- No handout will be received during a meeting in session.



File Code: 1580

Date: April 2, 2014

Mr. John Radosevich  
Sweetwater County  
80 West Flaming Gorge Way, Ste. 23  
Green River, Wyoming 82935

**GRANTS & AGREEMENTS TRANSMITTAL FORM**

Modification # 1, Agreement# 13-RO-11040100-002

Enclosed are TWO original copies of the referenced documents signed on behalf of the U.S. Forest Service

Return a fully signed copy for our files.

Note and initial change(s), then return a fully signed copy for our files.

Originals must be signed by authorized individual(s). Please forward TWO originals to the address below. Upon receipt and completion I will forward an executed copy for your records.

**Ms. Cindy Sessions  
Utah Acquisition Support Center  
2222 West 2300 South  
Salt Lake City, UT 84119**

Enclosed is a fully signed copy for your files.

OTHER:

Please direct any inquires regarding the above referenced document to me at the address above or call 801-975-3491.

  
Cindy Sessions,  
Grants Management Specialist





### MODIFICATION OF GRANT OR AGREEMENT

PAGE 1 OF PAGES 9

1. U.S. FOREST SERVICE GRANT/AGREEMENT NUMBER: 13-RO-11040100-002		2. RECIPIENT/COOPERATOR GRANT or AGREEMENT NUMBER, IF ANY:		3. MODIFICATION NUMBER: 1	
4. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING GRANT/AGREEMENT (unit name, street, city, state, and zip + 4): USDA-FS-UASC 2222 West 2300 South Salt Lake City, Utah 84119			5. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING PROJECT/ACTIVITY (unit name, street, city, state, and zip + 4): Ashley National Forest 355 N. Vernal Avenue Vernal, Utah 84078		
6. NAME/ADDRESS OF RECIPIENT/COOPERATOR (street, city, state, and zip + 4, county): Sweetwater County 80 West Flaming Gorge Way, Ste. 23 Green River, Wyoming 82935			7. RECIPIENT/COOPERATOR'S HHS SUB ACCOUNT NUMBER (For HHS payment use only):		

### 8. PURPOSE OF MODIFICATION

CHECK ALL THAT APPLY:	This modification is issued pursuant to the modification provision in the grant/agreement referenced in item no. 1, above.
<input type="checkbox"/>	CHANGE IN PERFORMANCE PERIOD:
<input type="checkbox"/>	CHANGE IN FUNDING:
<input checked="" type="checkbox"/>	ADMINISTRATIVE CHANGES: Change the Forest Service Project Contact from Ross Catron to Valton Mortenson, Civil Engineer, Ashley National Forest, 355 N. Vernal Avenue, Vernal, Utah 84078, Telephone: 435-781-5147, Email: vmortenson@fs.fed.us. Change the Cooperator Program Contact from Bob Van Valkenburg to John Radosevich. Mr. Radosevich's contact information is as listed in the Cooperator Administrative Contact, Section 10 of the Master Agreement.
<input checked="" type="checkbox"/>	OTHER (Specify type of modification): Add the 2014 AOP

Except as provided herein, all terms and conditions of the Grant/Agreement referenced in 1, above, remain unchanged and in full force and effect.

9. ADDITIONAL SPACE FOR DESCRIPTION OF MODIFICATION (add additional pages as needed):

### 10. ATTACHED DOCUMENTATION (Check all that apply):

<input type="checkbox"/>	Revised Scope of Work
<input type="checkbox"/>	Revised Financial Plan
<input checked="" type="checkbox"/>	Other: 2014 AOP and its financial plan

### 11. SIGNATURES

AUTHORIZED REPRESENTATIVE: BY SIGNATURE BELOW, THE SIGNING PARTIES CERTIFY THAT THEY ARE THE OFFICIAL REPRESENTATIVES OF THEIR RESPECTIVE PARTIES AND AUTHORIZED TO ACT IN THEIR RESPECTIVE AREAS FOR MATTERS RELATED TO THE ABOVE-REFERENCED GRANT/AGREEMENT.

11.A SWEETWATER COUNTY SIGNATURE		11.B. DATE SIGNED		11.C. U.S. FOREST SERVICE SIGNATURE		11.D. DATE SIGNED	
(Signature of Signatory Official)				(Signature of Signatory Official)			
11.E. NAME (type or print): WALLY J. JOHNSON				11.F. NAME (type or print): JOHN R. ERICKSON			
11.G. TITLE (type or print): County Commission Chair				11.H. TITLE (type or print): Forest Supervisor			

### 12. G&A REVIEW

A. The authority and format of this modification have been reviewed and approved for signature by:		12.B. DATE SIGNED	
 CINDY SESSIONS		4/1/14	



Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

**SWEETWATER COUNTY/FLAMING GORGE RANGER DISTRICT****Annual Road Maintenance Plan  
2014**

The Road Maintenance Plan for 2014 was developed on January 28, 2014 at the annual road maintenance coordination meeting attended by John Radosevich, Bob VanValkenburg, Rowdy Muir, John Pearson, Russell Mullins, and Valton Mortenson. This plan covers only those roads listed as Schedule "A" roads in the Sweetwater County/Forest Service Forest Road Agreement.

**Sweetwater County shall:**

1. Blade west-side roads in the spring beginning at the Holmes Crossing Road (Brinegar Ferry Crossing on Schedule A) and working north (Forest Service to blade from Anvil Draw road south). Include Forest Road 60011 (Confluence Road).
2. Blade the Holmes Crossing (Brinegar Ferry Crossing on Schedule A) and Anvil Draw roads again towards the end of June and just before Labor Day if needed as determined by the Forest Service.
3. Blade east-side roads listed in Schedule A as needed.
4. Report any road, bridge and/or culvert maintenance needs or concerns to the Forest Service (Valton Mortenson @ 435-781-5147).
5. Assist in cleaning off the Holmes Crossing (Brinegar Ferry Crossing on Schedule A), Anvil Draw and Upper Marsh Creek Boat Ramp (west-side) boat ramps as needed and as available to do so. Confine work to boat ramp area only.
6. Use warning signs when working on Forest Service roads and ramps.

**Forest Service shall:**

1. Blade west-side roads in the spring beginning at the Anvil Draw road and working south (Sweetwater County to blade from Holmes Crossing road (Brinegar Ferry Crossing on Schedule A) working north) this spring.
2. Blade southern portion of County Road 33 (Forest Road 106) when working in the Antelope Flat area each spring and as available at other times. Coordinate and report work to Sweetwater County (Bob Van Valkenburg @ 307-922-5415).
3. Purchase and install "No Winter Maintenance" sign on FR 011 (Confluence Road) to further inform public of need to be cautious in their use of this road during the winter.
4. Purchase and install Brinegar Ferry Crossing sign(s) on this road and boat ramp.

5. Allow the county to take water from Flaming Gorge at the Antelope Boat Ramp to use for road maintenance in the area.
6. The Forest Service shall conform to the Manual on Uniform Traffic Control Devices for traffic control on County roads.

**Other Notes (for information only)...**

1. Gary Bailiff is the Sweetwater Commissioner liaison with Sweetwater County Road and Bridge.

Attachment:

USFS Agreement No.:   
Cooperator Agreement No.:

Mod. No.:

**Note: This Financial Plan may be used when:**  
**(1) No program income is expected and**  
**(2) The Cooperator is not giving cash to the FS and**  
**(3) There is no other Federal funding**

**Agreements Financial Plan (Short Form)**

**Financial Plan Matrix:** Note: All columns may not be used. Use depends on source and type of contribution(s).

COST ELEMENTS	FOREST SERVICE CONTRIBUTIONS		COOPERATOR CONTRIBUTIONS		(e) Total
	(a) Noncash	(b) Cash to Cooperator	(c) Noncash	(d) In-Kind	
Direct Costs					
Salaries/Labor	\$4,500.00	\$0.00	\$4,500.00	\$0.00	\$9,000.00
Travel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$4,500.00	\$0.00	\$4,500.00	\$0.00	\$9,000.00
Supplies/Materials	\$1,900.00	\$0.00	\$0.00	\$0.00	\$1,900.00
Printing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other					\$0.00
Subtotal	\$10,900.00	\$0.00	\$9,000.00	\$0.00	\$19,900.00
Coop Indirect Costs		\$0.00	\$0.00		\$0.00
FS Overhead Costs	\$763.00				\$763.00
<b>Total</b>	<b>\$11,663.00</b>	<b>\$0.00</b>	<b>\$9,000.00</b>	<b>\$0.00</b>	<b>\$20,663.00</b>
<b>Total Project Value:</b>					<b>\$20,663.00</b>

<b>Matching Costs Determination</b>	
Total Forest Service Share = (a+b) ÷ (e) = (f)	(f) 56.44%
Total Cooperator Share (c+d) ÷ (e) = (g)	(g) 43.56%
Total (f+g) = (h)	(h) 100.00%

## WORKSHEET FOR

### FS Non-Cash Contribution Cost Analysis, Column (a)

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix. NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g.  $\text{cost/day} \times \# \text{ of days} = \text{total}$ , where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by  $\text{cost/day} \times \# \text{ of days}$ , costs may be calculated simply by a contracted value that is not dependent on days worked, such as  $1 \text{ employee} \times \$1,200/\text{contract} = \$1,200$ . Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

#### Salaries/Labor

##### Standard Calculation

Job Description	Cost/Day	# of Days	Total
Equipment Operator	\$300.00	15.00	\$4,500.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00

##### Non-Standard Calculation

**Total Salaries/Labor**

**\$4,500.00**

#### Travel

##### Standard Calculation

Travel Expense	Employees	Cost/Trip	# of Trips	Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

##### Non-Standard Calculation

**Total Travel**

**\$0.00**

#### Equipment

##### Standard Calculation

Piece of Equipment	# of Units	Cost/Day	# of Days	Total
Grader	1.00	\$300.00	10.00	\$3,000.00
Dump Truck	1.00	\$300.00	5.00	\$1,500.00
				\$0.00
				\$0.00

##### Non-Standard Calculation

<b>Total Equipment</b>	<b>\$4,500.00</b>
------------------------	-------------------

**Supplies/Materials**

<b>Standard Calculation</b>				
Supplies/Materials	# of Items	Cost/Item	Total	
Brinegar Crossing Rd Signs	2.00	\$750.00	\$1,500.00	
No Winter Maintenance Signs	2.00	\$200.00	\$400.00	
			\$0.00	
			\$0.00	

<b>Non-Standard Calculation</b>	
---------------------------------	--

<b>Total Supplies/Materials</b>	<b>\$1,900.00</b>
---------------------------------	-------------------

**Printing**

<b>Standard Calculation</b>				
Paper Material	# of Units	Cost/Unit	Total	
			\$0.00	

<b>Non-Standard Calculation</b>	
---------------------------------	--

<b>Total Printing</b>	<b>\$0.00</b>
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**Other Expenses**

<b>Standard Calculation</b>				
Item	# of Units	Cost/Unit	Total	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	

<b>Non-Standard Calculation</b>	
---------------------------------	--

<b>Total Other</b>	<b>\$0.00</b>
--------------------	---------------

<b>Subtotal Direct Costs</b>	<b>\$10,900.00</b>
------------------------------	--------------------

**Forest Service Overhead Costs**

Current Overhead Rate	Subtotal Direct Costs	Total	
7.00%	\$10,900.00	\$763.00	

<b>Total FS Overhead Costs</b>	<b>\$763.00</b>
--------------------------------	-----------------

<b>TOTAL COST</b>	<b>\$11,663.00</b>
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## WORKSHEET FOR

### Cooperator Non-Cash Contribution Cost Analysis, Column (c)

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix.  
 NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x \$1,200/contract=\$1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

#### Salaries/Labor

##### Standard Calculation

Job Description	Cost/Day	# of Days	Total
Equipment Operator	\$300.00	15.00	\$4,500.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00

##### Non-Standard Calculation

##### Total Salaries/Labor

\$4,500.00

#### Travel

##### Standard Calculation

Travel Expense	Employees	Cost/Trip	# of Trips	Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00

##### Non-Standard Calculation

##### Total Travel

\$0.00

#### Equipment

##### Standard Calculation

Piece of Equipment	# of Units	Cost/Day	# of Days	Total
Grader	1.00	\$300.00	10.00	\$3,000.00
Dump Truck	1.00	\$300.00	5.00	\$1,500.00
				\$0.00
				\$0.00

\$0.00

##### Non-Standard Calculation



## BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

Date Requested: May 6, 2014	Name & Title of Presenter: Eric Bingham, Land Use Director
Department or Organization: Land Use Department	Contact Phone & E-mail: 307-872-3916
Exact Wording for Agenda: Sweetwater County's request to enter as a party in the hearing to consider Simplot's application to construct the Simplot Ammonia Facility.	Preference of Placement on Agenda & Amount of Time Requested for Presentation: Morning/5 minutes
Will there be Handouts? (If yes, include with meeting request form) Yes	Will handouts require SIGNATURES: Yes
Additional Information: Sweetwater County is in receipt of correspondence from the Wyoming Industrial Siting Division inquiring if the County would like to be party to the Industrial Siting Council hearing to consider the application from Simplot to construct their Ammonia Facility. The County needs to submit written correspondence in order to become a party at the hearing. Please see the attached correspondence requesting party status. The hearings are on May 19, 2014 for the pre-hearing, and June 4, 2014 for the hearing.	

- All requests to be added to the agenda will need to be submitted in writing on the "Meeting Request Form" by Wednesday at 12:00 p.m. prior to the scheduled meeting and returned in person or electronically to Clerk Sally Shoemaker at: [shoemakers@sweet.wy.us](mailto:shoemakers@sweet.wy.us)
- All handouts are also due by Wednesday at 12:00 p.m. prior to the scheduled meeting date. Handouts may be submitted to Clerk Sally Shoemaker either in person or electronically. ***\*\*If your handout is not accompanied with the request to be added to the agenda, your request will be dismissed and you may reschedule for the next meeting provided the handout(s) are received.\*\****
- Any documents requiring **Board Action** or **signature** are considered agenda items and need to be requested in the same manner.
- All **original** documents requesting action or signature must be submitted to Deputy County Clerk Vickie Eastin. However, a **copy** must be submitted to Sally Shoemaker for distribution of the packet and retention.
- As always, if you are unable to attend the meeting after being placed onto an agenda, please send a representative in your place or your item will be rescheduled.
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## BOARD OF COUNTY COMMISSIONERS

**SWEETWATER**  
C·O·U·N·T·Y **R**

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

**80 WEST FLAMING GORGE WAY, SUITE 109**  
**GREEN RIVER, WY 82935**  
**PHONE: (307) 872-3890**  
**FAX: (307) 872-3992**

May 6, 2014

Kimber Wichmann, Principal Economist  
Industrial Siting Division – Department of Environmental Quality  
122 W. 25<sup>th</sup> Street,  
Herschler Building 4W  
Cheyenne, WY 82002

Re: Sweetwater County's request to enter as a party in the hearing to consider Simplot's application to construct the Rock Springs Ammonia Facility Project.

Dear Ms. Wichmann,

Sweetwater County hereby requests to enter as a party in the hearing conducted by the Industrial Siting Council to consider Simplot's application to construct the Rock Springs Ammonia Facility Project.

If you have any questions regarding this request, please contact me at 307-872-3897.

Sincerely,

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



## BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

Date Requested: May 6, 2014	Name & Title of Presenter: Eric Bingham Land Use Director
Department or Organization: Sweetwater County Land Use	Contact Phone & E-mail: 872-3916 bingham@sweet.wy.us
Exact Wording for Agenda: Sponsorship of 2014 Community Cleanup	Preference of Placement on Agenda & Amount of Time Requested for Presentation: Morning 5-10 Minutes
Will there be Handouts? (If yes, include with meeting request form) No	Will handouts require SIGNATURES: No
Additional Information:	

- All requests to be added to the agenda will need to be submitted in writing on the "Meeting Request Form" by Wednesday at 12:00 p.m. prior to the scheduled meeting and returned in person or electronically to Clerk Sally Shoemaker at: [shoemakers@sweet.wy.us](mailto:shoemakers@sweet.wy.us)
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## BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

Date Requested: Tuesday, May 6, 2014	Name & Title of Presenter: Federal Agencies in Sweetwater County
Department or Organization: Planning	Contact Phone & E-mail: Mark Kot, 872-3917, kotm@sweet.wy.us
Exact Wording for Agenda: Annual Meeting with Federal Land Management Agencies within Sweetwater County	Preference of Placement on Agenda & Amount of Time Requested for Presentation: 10:45 am to noon on Tuesday, May
Will there be Handouts? (If yes, include with meeting request form) Maybe	Will handouts require SIGNATURES: <del>no</del> <i>yes</i>
Additional Information: This will be the 37 annual meeting with the federal agencies managing land in Sweetwater County. The BLM, Forest Service, BOR and USFWS will be participating.	

- All requests to be added to the agenda will need to be submitted in writing on the "Meeting Request Form" by Wednesday at 12:00 p.m. prior to the scheduled meeting and returned in person or electronically to Clerk Sally Shoemaker at: [shoemakers@sweet.wy.us](mailto:shoemakers@sweet.wy.us)
- All handouts are also due by Wednesday at 12:00 p.m. prior to the scheduled meeting date. Handouts may be submitted to Clerk Sally Shoemaker either in person or electronically. ***\*\*If your handout is not accompanied with the request to be added to the agenda, your request will be dismissed and you may reschedule for the next meeting provided the handout(s) are received.\*\****
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## BOARD OF COUNTY COMMISSIONERS

# SWEETWATER C·O·U·N·T·Y

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

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

**To:** Sweetwater County Board of County Commissioners  
**From:** Mark Kot, Public Lands Planner MK  
**Date:** Tuesday, May 6, 2014  
**Subject:** Annual Meeting of Sweetwater County with Federal Land Management Agencies

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During your May 6<sup>th</sup> regular meeting, the Board will conduct its 37<sup>th</sup> consecutive Annual Meeting with the federal agencies managing public lands within Sweetwater.

The purpose of this meeting is to learn from the federal agencies about the status of current and future projects, to strengthen our working relationships, and to meet mutual obligations under the Sweetwater County/BLM and Forest Service Joint Planning Agreements.

The agencies and managers that will be participating in this meeting include:

- Ashley National Forest - Rowdy Muir, Flaming Gorge District Ranger
- United States Fish and Wildlife Service - Seedskadee - Tom Koerner, Refuge Manager
- Bureau of Reclamation Provo Area – *(Due to scheduling conflicts, BOR will not be in attendance.)*
- Bureau of Land Management High Desert District – Mark Storzer, District Manager
  - o Bureau of Land Management Wind River/Big Horn Basin District – Lander Field Office - being represented by the High Desert District

During this meeting, the BLM will present a copy of the County's and the BLM's planning agreement for renewal and the County's signature (see attached draft copy). This agreement requires renewal every three years. It was last renewed in 2011. The text of this agreement has been in place since 1999. The terms of the agreement have not changed; although, there is a change to the list of participating parties.

This change adds the BLM's Wind River/Big Horn Basin District to the agreement's signatory line. Since Sweetwater County contains a portion of the Lander Field Office and this Field Office is within the Wind River/Big Horn Basin District, this District is being added to the agreement to provide representation for the Lander Field Office. The Lander Field Office includes a portion of the very northeastern part of Sweetwater County – the Bairoil area. At the Annual Meeting, the High Desert District will be presenting a summary of the issues affecting this area.

As a reminder, 71% of the land within Sweetwater County is managed by the above federal agencies.



# **2014 Annual Meeting- Agenda**

Tuesday, May 6, 2014 – 10:45 a.m. to Noon  
Sweetwater County Commissioner Rm., Courthouse, Green River, WY

**Ashley National Forest – Flaming Gorge Ranger District  
Bureau of Reclamation – Provo Area Office  
Seedskadee National Wildlife Refuge - USFWS  
BLM – High Desert District  
BLM – Big Horn Basin – Wind River District  
Sweetwater County**

- I. Purpose of Meeting:** To exchange work programs, discuss items of mutual concern, and improve cooperative working relationships.

This meeting fulfills Sweetwater County's obligations under the County's Memorandum of Understandings (MOU) with the BLM (MOU to be renewed this meeting). It also satisfies the County's and the Forest Service's information sharing commitments under the Planning MOU with the Ashley National Forest (MOU updated in 2010).

- II. Introductions of those in attendance.**

**III. Federal Agency Presentations**

1. Ashley National Forest - Rowdy Muir, Flaming Gorge District Ranger
2. United States Fish and Wildlife Service - Seedskadee - Tom Koerner, Refuge Manager
3. Bureau of Reclamation Provo Area - *Due to scheduling conflicts, BOR will not be in attendance.*
4. Bureau of Land Management High Desert District – Mark Storzer, District Manager
  - a. Bureau of Land Management Big Horn Basin - Wind River District – Lander Field Office

- IV. Renew BLM/Sweetwater County Agreement (see attached)**

- V. Other**



**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**U.S. DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT  
WYOMING**

**BY AND THROUGH THE**

**DISTRICT MANAGER, HIGH DESERT DISTRICT  
DISTRICT MANAGER, WIND RIVER/BIG HORN BASIN DISTRICT  
FIELD MANAGER, BLM ROCK SPRINGS FIELD OFFICE  
FIELD MANAGER, BLM RAWLINS FIELD OFFICE  
FIELD MANAGER, BLM KEMMERER FIELD OFFICE  
FIELD MANAGER, BLM LANDER FIELD OFFICE**

**AND**

**SWEETWATER COUNTY, WYOMING**

**BY AND THROUGH THE**

**SWEETWATER COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**CONCERNING**

**RESOURCE AND LAND USE PLANNING, MANAGEMENT, AND COOPERATION  
IN SWEETWATER COUNTY, WYOMING**

**BLM MOU NO. BLM-MOU-WYD000-11-001**

BLM MOU NO.: \_\_\_\_\_

## MEMORANDUM OF UNDERSTANDING

### Concerning

### Land Use Planning, Management, and Cooperation

#### I. BACKGROUND

The Bureau of Land Management (BLM) High Desert District, Rock Springs, Kemmerer, Lander and Rawlins Field Offices, and Sweetwater County have worked together since the creation of the BLM in 1946. In 1996, Sweetwater County completed portions of an updated land use plan. The BLM has completed Resource Management Plans for the Rock Springs (formerly named Green River), Kemmerer, Lander, and Rawlins field offices. BLM-administered public lands represent about 74% of the public lands in Sweetwater County.

The County has primary responsibilities for and interests in the welfare of the people and the protection and proper utilization of the resources of the County to help provide for direction of management for lands and resources within its boundaries including incorporated and unincorporated municipalities, for the use and benefit of the people of the County, and to optimize the economic, social, cultural and environmental attributes for future generations.

The BLM is that agency of the Federal Government primarily responsible for the administration and management of public lands and the Federal mineral estate underlying them; together with the Federal mineral estate underlying other Federal, County, State, and private lands within the County. It is the objective of the BLM to provide management of public lands and Federal mineral estate so that all the various land and resource uses and values may be preserved or used in combinations that will best meet both short and long-term economic, social, and environmental needs of the American people, including the citizens of the County. The BLM is aware that its actions concerning the lands for which it is responsible influence the development and economic well being of Sweetwater County.

#### II. PURPOSE

The purpose of this Memorandum of Understanding is to establish and improve cooperative working relationships, policy and communication for identified responsibilities of mutual concern to both the BLM and the County as they relate to resource and land use management.

#### III. OBJECTIVES

The objective of this Memorandum of Understanding is for the County and the BLM to reduce duplication of effort and to achieve maximum efficiency from their respective funds and personnel in developing coordinated programs of land and natural resource use and management. Therefore, the BLM and Sweetwater County will:

- A. Cooperate in the development and implementation of comprehensive land and natural resource management plans and programs within the County.
- B. Cooperate in an information and expertise share/exchange program.
- C. Cooperate in apprising each other, as far in advance as possible, of proposed plans or actions that might affect either party.

- D. Cooperate in the review and evaluation of environmental assessments and impact statements.
- E. Cooperate in the development or review of supplemental operating guidelines or agreements between appropriate County agencies, commissions, municipalities, and the Bureau as needed to effect the provisions of this memorandum of understanding and to effect planning and management decisions.

#### IV. AUTHORITY

This MOU is made and entered into by the BLM and Sweetwater County in accordance with the following authorities:

Bureau of Land Management:

Federal Land Policy and Management Act (43 USC 1701-1782) PL 98-450 (98 Stat. 2718),  
Title IV of the Inter-Governmental Cooperation Act of 1968,  
National Environmental Policy Act of 1969,  
Federal Coal Leasing Amendments Act of 1975 (PL 94-377, 90 Stat. 1083),

Sweetwater County:

Wyoming State Land Use Planning Act of 1975,

and all amendatory acts, memoranda, and supplements thereto and such other Sweetwater County, State of Wyoming, and/or Federal legislation and regulations as may apply.

#### V. PROCEDURES

A. Sweetwater County and BLM mutually agree to:

1. Make land use and resource information and personnel at their disposal available to each other in the most practicable manner. This includes assisting each other in negotiations for supplemental operating guidelines or cooperative agreements between the Bureau or the County and municipal governments and agencies, special purpose units of local government, various interest groups, and private industry.
2. Coordinate and mutually develop studies to meet each other's needs for land, resource, and environmental planning efforts and management implementation to the extent possible.
3. Develop and use written guidelines or procedures documenting how certain subjects of mutual concern will be handled in meeting or carrying out the general provisions of this memorandum of understanding. Upon mutual agreement and approval, the parties hereto will incorporate any such written guides or procedures as appendices to and make them an integral part of this Memorandum of Understanding. The general subjects of concern identified are listed in Attachment A. The guidelines and procedures are listed in Attachment B. Any commitment of funds or resources needed to carry out provisions of this memorandum of understanding will require separate documentation and specificity.
4. Meet on a scheduled or as-needed basis. Meetings will be scheduled as necessary and attended by the County Commissioners and the Field Managers,

or their authorized representatives, to review or modify the written guidelines or procedures for each subject and will conform to the Wyoming Open Meetings Act. The County shall extend invitations to involved or concerned unincorporated municipalities and the Bureau shall extend invitations to involved or concerned incorporated municipalities to attend these meetings. The meeting schedule is listed in Attachment C.

## **VI. ADMINISTRATION**

- A. Nothing in this Memorandum of Understanding will be construed to alter the legal rights and remedies which the County and the United States would otherwise have. It is understood that no action taken by Sweetwater County in accordance with this Memorandum of Understanding shall be binding upon an incorporated municipality within the County and that no action taken by an incorporated municipality within Sweetwater County, in accordance with other memoranda of understanding or agreements with the BLM, shall be binding upon the County.

Nothing in this Memorandum of Understanding will be construed to extend jurisdiction or decision-making authority to the BLM for planning and management of land and resource uses for any non-Federal lands or resources in Sweetwater County. Similarly, nothing in this Memorandum of Understanding will be construed to grant jurisdiction or decision-making authority to the County for planning and management of land resource uses on the BLM-administered public lands or resources. As stated elsewhere in this Memorandum of Understanding, both Sweetwater County and BLM will work together cooperatively and will communicate about issues of mutual concern.

- B. Each and every provision in this Memorandum of Understanding is subject to the resolutions of Sweetwater County, the laws and regulations of Wyoming, the laws of the United States, and the regulations of the Department of the Interior.
- C. Nothing in this Memorandum of Understanding shall be construed as limiting or affecting in any way the authority or legal responsibility of the County Commissioners or the BLM Wyoming State Director or other delegated BLM officers.
- D. Nothing in this agreement shall be construed as obligating any of the participants to expend, or as involving these entities in any obligation for future payment of money in excess of appropriations authorized by law and administratively allocated for these purposes, except as specifically set forth herein.
- E. This MOU (and any written guides and procedures) may be amended as necessary by the mutual consent of all parties, by the issuance of a written modification, signed and dated by all parties.
- F. This MOU will be reviewed by the BLM and Sweetwater County every three years to determine adequacy, effectiveness, and further need.
- G. This MOU shall become effective upon signature by all participants and shall be in effect until changed. Any party may withdraw from the MOU by giving 60 days written notice to all other parties.



## **Attachment A**

### **SUBJECTS OF CONCERN**

Subjects of concern requiring written guides or procedures

Land Use Planning -- basic to all that follows:

- Roads and Trails
- Fire Control
- Recreation Development
- Law Enforcement
- Mineral Development
- Material Sites, such as Sand and Gravel Sites
- Information Exchange and Data Pooling or Gathering for Social, Economic, Soils, Hydrologic, Vegetative, and other data as needed.
- Community Expansion, Subdivision Actions, Recreations and Public Purpose Actions, Right-of-Way Actions, etc.
- Environmental Assessment and Environmental Impact Statement Participation
- Reimbursable or Trade-off Arrangements (e.g., construction projects, planning information, etc.)
- Disaster Provisions
- County Contributed Funds
- Land Sales, Uses, Transfers, and Leases
- Zoning
- And Others

## Attachment B

### GUIDELINES FOR COORDINATING LAND USE PLANNING & DEVELOPMENT ACTIONS

<b>A. Land Use Planning</b>	
Action	Guidelines and/or Procedures
1. Future land use planning efforts	Discussion at scheduled coordination meetings with written notification as soon as possible.
2. Input during planning process	Periodic contact at identified critical points.
3. Review and comment of planning documents	30- to 60-day period.
4. Implementation of planning decisions	Copy of approved documents with schedule of implementation.
5. Studies, inventories, surveys	Timely notification or at regularly scheduled meeting.
6. Cooperative Planning for priority areas	To be discussed and determined at scheduled annual meeting.
7. Exchange of data (existing reports, studies, etc.)	Make available upon request. Exchange or provision of controlled data will require separate documentation and specificity.
8. Regulation, policy, zoning, and ordinance changes (review, comment, and final notification)	Notification as specified by law and, if possible, 30 days prior to finalization.

<b>B. Development Activities</b>	
Action	Guidelines and/or Procedures
1. Land Disposal (exchanges, sales, Recreation & Public Purposes, and withdrawals)	As required by law and regulation. During negotiating period prior to classification.
2. Major resource development and activities on private, state, or public lands, which may affect BLM and County programs (Minerals, Rights-of-way, Recreation, Timber, Livestock Grazing, Wildlife, Off-Road Vehicles, etc.)	Periodically as situations arise; at scheduled meetings and documented by BLM's scoping documents or other notifications. Any commitment of funds or resources will require separate documentation and specificity.
3. Urban & sub-urban growth, including scattered development related to industrial and commercial proposals	Annual scheduled meetings and prior to actions periodically throughout the year and documented by standardized referral forms.
4. Access needs	Periodically as situations arise; at scheduled meetings and documented by BLM scoping documents or other notifications.

## Attachment C

### JOINT MEETINGS

<u>Action</u>	<u>Guidelines and/or Procedures</u>
1. Annual Meeting	On or before, May 20th
2. Quarterly Meetings	To be established at annual meeting
3. Special Meetings	As situations arise
4. Informal meetings and tours	As needed

## Sally Shoemaker

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**From:** Mark Kot - Planning and Zoning  
**Sent:** Thursday, February 20, 2014 10:02 AM  
**To:** Muir, Rowdy -FS; Schwartz, Kerry; Mark Storzer (mstorzer@blm.gov); tom\_koerner@fws.gov  
**Cc:** Wally Johnson - County Commissioners; Sally Shoemaker  
**Subject:** RE: Scheduling Sweetwater County's Annual Meeting with Federal Agencies

Rowdy, Mark, Kerry, Tom, Wally:

Sweetwater County greatly appreciates your response and willingness to participate in our Annual Meeting.

From review of the responses, Sweetwater County's Annual Meeting will be scheduled as follows:

**WHEN:** Tuesday May 6, 2014 at 10:45 a.m. to Noon  
**WHERE:** Sweetwater County Board Room, Courthouse, Green River  
**SUBJECT:** Review of past accomplishments and work programs for the upcoming year.  
Brief Power Point helpful but not required – Informal setting and discussion  
Presentation length 15 minutes plus or minus – flexible

Next week, I will send out a meeting agenda. If you have any questions, please contact me at 307-872-3917.

Thank you for your participation.

Mark  
Sweetwater County Public Lands Planner

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**From:** Muir, Rowdy -FS [<mailto:rmuir@fs.fed.us>]  
**Sent:** Wednesday, February 19, 2014 3:56 PM  
**To:** Schwartz, Kerry  
**Cc:** Mark Kot - Planning and Zoning; Mark Storzer ([mstorzer@blm.gov](mailto:mstorzer@blm.gov)); [tom\\_koerner@fws.gov](mailto:tom_koerner@fws.gov); Wally Johnson - County Commissioners  
**Subject:** Re: Scheduling Sweetwater County's Annual Meeting with Federal Agencies

Any of those dates work for me.

Sent from my iPad

On Feb 19, 2014, at 1:25 PM, "Schwartz, Kerry" <[kschwartz@usbr.gov](mailto:kschwartz@usbr.gov)> wrote:

Mark,  
It looks like May 6 or May 20 are the days that I would be available.

**Kerry Schwartz**  
Manager, Water and Environmental Resources Division  
Bureau of Reclamation  
Provo Area Office

302 East 1860 South  
Provo, UT 84606  
(801) 379-1150 office  
(801) 376-5821 cell

On Tue, Feb 18, 2014 at 1:22 PM, Mark Kot - Planning and Zoning <[kotm@sweet.wy.us](mailto:kotm@sweet.wy.us)> wrote:

Tuesday, February 18, 2014

Dear Mark, Rowdy, Tom and Kerry:

Sweetwater County would like to invite you and your agency to participate in Sweetwater County's Annual Meeting with federal agencies managing land in Sweetwater County.

To help us plan a date for this meeting, please the review potential meeting dates and times below, and then let me know a couple of dates that could best work for your agency. If none of the dates below work for your agency, please let me know of other County Commissioner meeting dates that will work for you. The Commissioners meet the first and third Tuesday of every month. Once I have received everyone's preferred annual meeting dates, I will set a meeting date that hopefully will hopefully fit everyone's schedule.

**Potential Meeting Dates:**

Tuesday, April 1 – 10:45 a.m. to Noon

Tuesday, April 15 – 10:45 a.m. to Noon

Tuesday, May 6 – 10:45 to Noon

Tuesday, May 20 – 10:45 to Noon

Like in previous years, the purpose of this meeting is to share with the Sweetwater County Commissioner some of your agencies key accomplishments and future work program items that are within Sweetwater County and or within a radius that may affect the County.

The Sweetwater County Commissioners always find your presentations informative and useful.

If you have any questions about the annual meeting and the potential meeting dates, please contact me.

Mark

Mark Kot

Sweetwater County Public Lands Planner

80 West Flaming Gorge Way

Green River, WY 82935

Telephone: 307-872-3917

Fax: 307-872-3991

email: [kotm@sweet.wy.us](mailto:kotm@sweet.wy.us)

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# BOARD OF COUNTY COMMISSIONERS

## MEETING REQUEST FORM

<b>Date Requested:</b> May 6, 2014	<b>Name &amp; Title of Presenter:</b> Tim Knight
<b>Department or Organization:</b> Information Technology	<b>Contact Phone &amp; E-mail:</b> 872-3957
<b>Exact Wording for Agenda:</b> Status update on financial software implementation	<b>Preference of Placement on Agenda &amp; Amount of Time Requested for Presentation:</b> 15 min anytime
<b>Will there be Handouts? (If yes, include with meeting request form)</b> no	<b>Will handouts require SIGNATURES:</b> no
<b>Additional Information:</b> I will have a powerpoint presentation	

- All requests to be added to the agenda will need to be submitted in writing on the "Meeting Request Form" by Wednesday at 12:00 p.m. prior to the scheduled meeting and returned in person or electronically to Clerk Sally Shoemaker at: [shoemakers@sweet.wy.us](mailto:shoemakers@sweet.wy.us)
- All handouts are also due by Wednesday at 12:00 p.m. prior to the scheduled meeting date. Handouts may be submitted to Clerk Sally Shoemaker either in person or electronically. ***\*\*If your handout is not accompanied with the request to be added to the agenda, your request will be dismissed and you may reschedule for the next meeting provided the handout(s) are received.\*\****
- Any documents requiring **Board Action** or **signature** are considered agenda items and need to be requested in the same manner.
- All **original** documents requesting action or signature must be submitted to Deputy County Clerk Vickie Eastin. However, a **copy** must be submitted to Sally Shoemaker for distribution of the packet and retention.
- As always, if you are unable to attend the meeting after being placed onto an agenda, please send a representative in your place or your item will be rescheduled.
- In order to determine placement on the agenda, please review the county website ([www.sweet.wy.us/commissioner](http://www.sweet.wy.us/commissioner)) on Thursday afternoon.
- If a request to be placed on an agenda is received **AFTER** the deadline, you will be considered for the next meeting date.
- No handout will be received during a meeting in session.

# BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

<b>Date Requested:</b> May 6, 2014	<b>Name &amp; Title of Presenter:</b> Tim Knight
<b>Department or Organization:</b> Information Technology	<b>Contact Phone &amp; E-mail:</b> 872-3957
<b>Exact Wording for Agenda:</b> Upgrade phone system	<b>Preference of Placement on Agenda &amp; Amount of Time Requested for Presentation:</b> 15 min anytime
<b>Will there be Handouts? (If yes, include with meeting request form)</b> yes	<b>Will handouts require SIGNATURES:</b> no
<b>Additional Information:</b>        	

- All requests to be added to the agenda will need to be submitted in writing on the "Meeting Request Form" by Wednesday at 12:00 p.m. prior to the scheduled meeting and returned in person or electronically to Clerk Sally Shoemaker at: [shoemakers@sweet.wy.us](mailto:shoemakers@sweet.wy.us)
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- If a request to be placed on an agenda is received **AFTER** the deadline, you will be considered for the next meeting date.
- No handout will be received during a meeting in session.

To: Sweetwater County Commissioners

From: Tim Knight

Subject: Phone System Upgrades

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**Executive Summary:**

The current phone system was installed in 2007. The servers are aging and starting to fail. We would like to start a project that will replace the servers and upgrade software, replace trunk lines and take advantage of some newer technologies that would be available to us. The cost of the project will be around \$30,000 and I am not asking for additional funding as it will be paid for out of the current IT budget.

**What will be accomplished:**

1. Replace aging servers and get rid of server software that is no longer supported
2. Upgrade software from version 7 to version 10
3. Replace trunk lines with SIP trunks which will fix the caller ID problem and reduce long distance costs significantly
4. Introduce the ability to use instant messaging and video within the phone network and allow directory services to be installed on mobile devices
5. Review all trunk lines into the network to find cost savings

## BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

Date Requested:  May 6, 2014	Name & Title of Presenter:  David Johnson/Jack Wiemer: Sweetwater County Emergency Management Coordinator/County Dive <span style="float: right;">+</span>
Department or Organization: Sweetwater County Emergency Management	Contact Phone & E-mail: 307-922-5369 johnsond@sweet.wy.us 307-350-7424 jwiemer@wyoming.com
Exact Wording for Agenda: An agreement between Jack & Jeanie Wiemer, and the Sweetwater County Commission to establish the terms and conditions for the Sweetwater County Sheriff's Deputies, and certain authorized volunteers to periodically use the Wiemer's boat for dive training and recovery operations.	Preference of Placement on Agenda & Amount of Time Requested for Presentation: no preference
Will there be Handouts? (If yes, include with meeting request form)  Yes	Will handouts require SIGNATURES:  Yes
Additional Information:          	

- All requests to be added to the agenda will need to be submitted in writing on the "Meeting Request Form" by Wednesday at 12:00 p.m. prior to the scheduled meeting and returned in person or electronically to Clerk Sally Shoemaker at: [shoemakers@sweet.wy.us](mailto:shoemakers@sweet.wy.us)
- All handouts are also due by Wednesday at 12:00 p.m. prior to the scheduled meeting date. Handouts may be submitted to Clerk Sally Shoemaker either in person or electronically. ***\*\*If your handout is not accompanied with the request to be added to the agenda, your request will be dismissed and you may reschedule for the next meeting provided the handout(s) are received.\*\****
- Any documents requiring **Board Action** or **signature** are considered agenda items and need to be requested in the same manner.
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- As always, if you are unable to attend the meeting after being placed onto an agenda, please send a representative in your place or your item will be rescheduled.
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- If a request to be placed on an agenda is received **AFTER** the deadline, you will be considered for the next meeting date.
- No handout will be received during a meeting in session.

**An Agreement**  
**Between Jack Weimer and Jeanie Weimer (the Weimers), and**  
**the Sweetwater County Commission to Establish the Terms and Conditions for the**  
**Sweetwater County Sheriff's Deputies and Certain Authorized Volunteers to**  
**Periodically Use the Weimer's Boat for Dive Training and Recovery Operations**

*Whereas*, the Weimers jointly own a dive operations boat which is equipped with certain specialized equipment needed to assist and support divers; and

*Whereas*, the Weimers have expressed a willingness to permit Sheriff's deputies and approved volunteers to use this dive operations boat for training, and for the recovery of human remains, as the need may arise.

*Whereas*, the Sweetwater County Sheriff's Office has determined that recovery operations would be enhanced by having the Weimers' boat available for the training of authorized volunteers and to assist in recovery operations.

***NOW, THEREFORE***, the Parties to this Agreement mutually agree to the following terms:

1. Parties: The Parties to this Agreement are the Sweetwater County Commission, the Sweetwater County Sheriff, and the Weimers.
2. Term of Agreement:
  - A. This Agreement shall take effect on the day the final party executes this Agreement, and is to continue in force for one year, subject to cancellation by either party under Paragraph 4., below.
3. Terms and Conditions for the Sheriff's Use of Weimer's Boat:
  - A. Obligations of the Weimers:
    - i. The Weimers agree to cause their boat to be available for use by the Sheriff, his Deputies and/or authorized volunteers from time to time for training and recovery operations.
    - ii. The Weimers further agree to work with the Sheriff or his designee to coordinate time for having their boat available for both training and recovery operations, recognizing that recovery operations are paramount in importance.
    - iii. During both training and recovery operations, the Weimers or their qualified designee shall operate the boat.
    - iv. The Weimers agree to properly perform all maintenance on the boat, and to advise the Sheriff immediately of any known defects in the operation of the boat, or any equipment, which could compromise the safety of any occupant of the boat, including authorized volunteers.

- v. The Weimers agree to maintain casualty and liability insurance for the boat in an amount that provides sufficient coverage, based on the estimated risk, as determined by the Weimers and their insurance agent.

B. Obligations of Sweetwater County and the Sweetwater County Sheriff:

- i. Sweetwater County agrees to compensate the Weimers \$430.00 for each day in which the Sweetwater County Sheriff, or his designee, requests to use the boat for training or recovery operations. This amount must be paid for each day the boat is requested, whether the boat is used for a few hours, or not at all, because the boat must be prepared each time a request is made.
- ii. The authorized volunteers shall comply with all required safety procedures or other operating procedures while diving or otherwise using and occupying the boat. The Sweetwater County Sheriff or his designee shall review, and if necessary investigate any report of an authorized volunteer failing to comply with the subsection.

4. Cancellation

- A. This Agreement may be cancelled by either party, with or without cause, at any time on thirty day's written notice to the other party by registered mail, or by personal delivery of notice.

5. Independent Contractor: The Weimers shall be an independent contractor of Sweetwater County. Nothing contained within this Agreement shall be construed to create an employer/employee relationship between Sweetwater County and the Weimers. The Sheriff or his designee may provide general directions and indications for achieving the Sheriff's objectives. However, Sweetwater County and the Sweetwater County Sheriff grant to the Weimers and their designees the independent judgment and discretion required to safely and properly operate their boat.
6. Assignment: Except as specifically provided for herein, the Weimers may not assign any of their duties under this Agreement without first obtaining the written consent from the Sweetwater County Sheriff.
7. Sovereign Immunity: In reference to this Agreement, Sweetwater County retains all immunities, of any type or nature, whether under statute or Wyoming law.
8. Controlling Law and Venue: This Agreement shall be construed according to the laws of the State of Wyoming. The venue for any action brought to enforce this Agreement shall be the Third Judicial District, Sweetwater County, Wyoming.
9. Entire Agreement: This Agreement represents the entire and integrated Agreement between Sweetwater County and the Weimers, and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written document, signed by the Weimers and Sweetwater County.

*In Witness Whereof*, the Parties hereby execute and authorize this Agreement, on the dates as shown below:

At Green River, Sweetwater County, Wyoming

**Sweetwater County Board of County Commissioners**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2014

\_\_\_\_\_  
Wally Johnson, Chairperson

**Sweetwater County Sheriff**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2014

\_\_\_\_\_  
Richard Haskell, Sweetwater County Sheriff

ATTEST:

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

**Jack Weimer**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2014

\_\_\_\_\_  
Jack Weimer

**Jeanie Weimer**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2014

\_\_\_\_\_  
Jeanie Weimer





# DIVE BOAT MARINE CERTIFICATE

## Contact Agent for information or reporting Claims

Vicencia & Buckley Insurance Services, Inc.  
A Division of HUB International  
20 Centerpointe Drive, #100  
La Palma, CA 90623-1078  
(714) 739-3177 FAX (714) 739-3188  
(800) 223-9998  
License#: 241544

Certificate #: 201400132  
Member#: 190642  
Effective Date: 10/14/2013  
Expiration Date: 07/22/2014  
Policy Issued by:  
Lexington Insurance Company  
Policy #: 023462645

## Additional Named Insured and Mailing Address

JACK AND JEANIE WEIMER  
31 WARBONNET RD.  
ROCK SPRINGS, WY, 82901

Page: 1 of 3

**CERTIFICATE DOES NOT HAVE LOSS PAYEES.  
CERTIFICATE DOES NOT HAVE ADDITIONAL INSURED.**

Coverage is provided only where an Amount of Insurance or Limit of Liability is shown

## SECTION A - PROPERTY INSURED

**Hull**  
Name of Vessel: SUKELLUS PARI Hull Type: ALUMINUM  
Year Built: 2014 Length: 24' HP: 250 Mfg: THUNDER JET  
S/N: AHQ10278H314  
Limit of Insurance: US \$91,923.00 Premium: US Included  
Limit of Insurance - Tender/Dinghy: US N/A Premium: US N/A

**Trailer**  
Limit of Insurance: US \$13,580.00 Premium: US Included  
Trailer Mfg: GATEWAY, Year Built: 2014, Serial No: 1G9BB2920CL401545

**Personal Effects**  
Limit per Item/per Occurrence: US \$500.00/\$5,000.00

## SECTION B - LIABILITY INSURANCE (including Defense Costs)

Maximum Number of Crew: 1 Maximum Number of Passengers: 6  
Limit of Insurance - Protection & Indemnity: US \$1,000,000.00 Premium: US Included  
Limit of Insurance - Crew Liability: US \$1,000,000.00 Premium: US Included  
Limit of Insurance - Crew in the Water: US Not Covered Premium: US N/A

## SECTION C - MEDICAL PAYMENTS

Limit of Insurance: US \$5,000.00 Premium: US Included

TOTAL PREMIUM US \$2,713.00

PADI Administrative Fee US \$75.00

## Navigation Limits:

While the Vessel is afloat, this policy covers only losses which occur within the navigation limits specified below:

INLAND WATERS OF THE WESTERN UNITED STATES - NOT TO EXCEED 10 MILES FROM SHORE.

Layup Period is from 12/1/2013 to 3/1/2014

## Deductibles:

SECTION A - HULL INSURANCE: Hull Deductibles - Two percent of value up to 25 years. Three percent of value over 25 years.  
Dinghy/Tender: N/A SECTION B - LIABILITY INSURANCE: \$1,000.00  
Trailer: \$1,000.00  
Personal Effects: \$500.00 SECTION C - MEDICAL PAYMENTS \$100.00

This certificate does not amend, extend or alter the coverage afforded by the policy referenced on this certificate.

Countersigned at  
20 Centerpointe Drive, #100  
La Palma, CA 90623-1078

Date  
10/11/2013

Authorized Representative

*Steve Vicencia*

Steve Vicencia CPCU

# DIVE BOAT MARINE CERTIFICATE

**Contact Agent for information or reporting Claims**

Vicencia & Buckley Insurance Services, Inc.  
A Division of HUB International  
20 Centerpointe Drive, #100  
La Palma, CA 90623-1078  
(714) 739-3177 FAX (714) 739-3188  
(800) 223-9998  
License#: 241544

Certificate #: 201400132

Member#: 190642

Effective Date: 10/14/2013

Expiration Date: 07/22/2014

Policy Issued by:

Lexington Insurance Company

Policy #: 023462645

**Additional Named Insured and Mailing Address**

JACK AND JEANIE WEIMER  
31 WARBONNET RD.  
ROCK SPRINGS, WY, 82901

Page: 2 of 3

This certificate does not amend, extend or alter the coverage afforded by the policy referenced on this certificate.

Countersigned at

20 Centerpointe Drive, #100  
La Palma, CA 90623-1078

Date

10/11/2013

Authorized Representative



Steve Vicencia CPCU

# DIVE BOAT MARINE CERTIFICATE

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Effective Date: 10/14/2013  
Expiration Date: 07/22/2014

Policy Issued by:  
Lexington Insurance Company  
Policy #: 023462645

## Additional Named Insured and Mailing Address

JACK AND JEANIE WEIMER  
31 WARBONNET RD.  
ROCK SPRINGS, WY, 82901

Page: 3 of 3

The insurance afforded by this policy is a master policy issued to PADI Worldwide Corporation. The insurance is provided under terms and conditions of the master policy which is enclosed with this certificate. Please read the policy for a full description of the terms, conditions and exclusions of the policy. This certificate does not amend, alter or extend the coverage afforded by the policy referenced on this certificate.

Notice of cancellation: If the company cancels this policy, 45 days notice will be given to the certificate holder unless cancellation is for nonpayment of premium, then 10 days notice will be provided, and any premium not earned will be returned to the certificate holder.

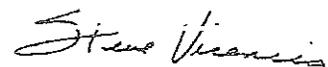
**"THIS INSURANCE CONTRACT IS ISSUED PURSUANT TO THE WYOMING INSURANCE LAWS BY AN INSURER NEITHER LICENSED BY NOR UNDER THE JURISDICTION OF THE WYOMING INSURANCE DEPARTMENT. IN THE EVENT OF INSOLVENCY OF THE SURPLUS LINES INSURER, LOSSES WILL NOT BE PAID BY THE WYOMING INSURANCE GUARANTY ASSOCIATION."**

This certificate does not amend, extend or alter the coverage afforded by the policy referenced on this certificate.

undersigned at  
20 Centerpointe Drive, #100  
La Palma, CA 90623-1078

Date  
10/11/2013

Authorized Representative

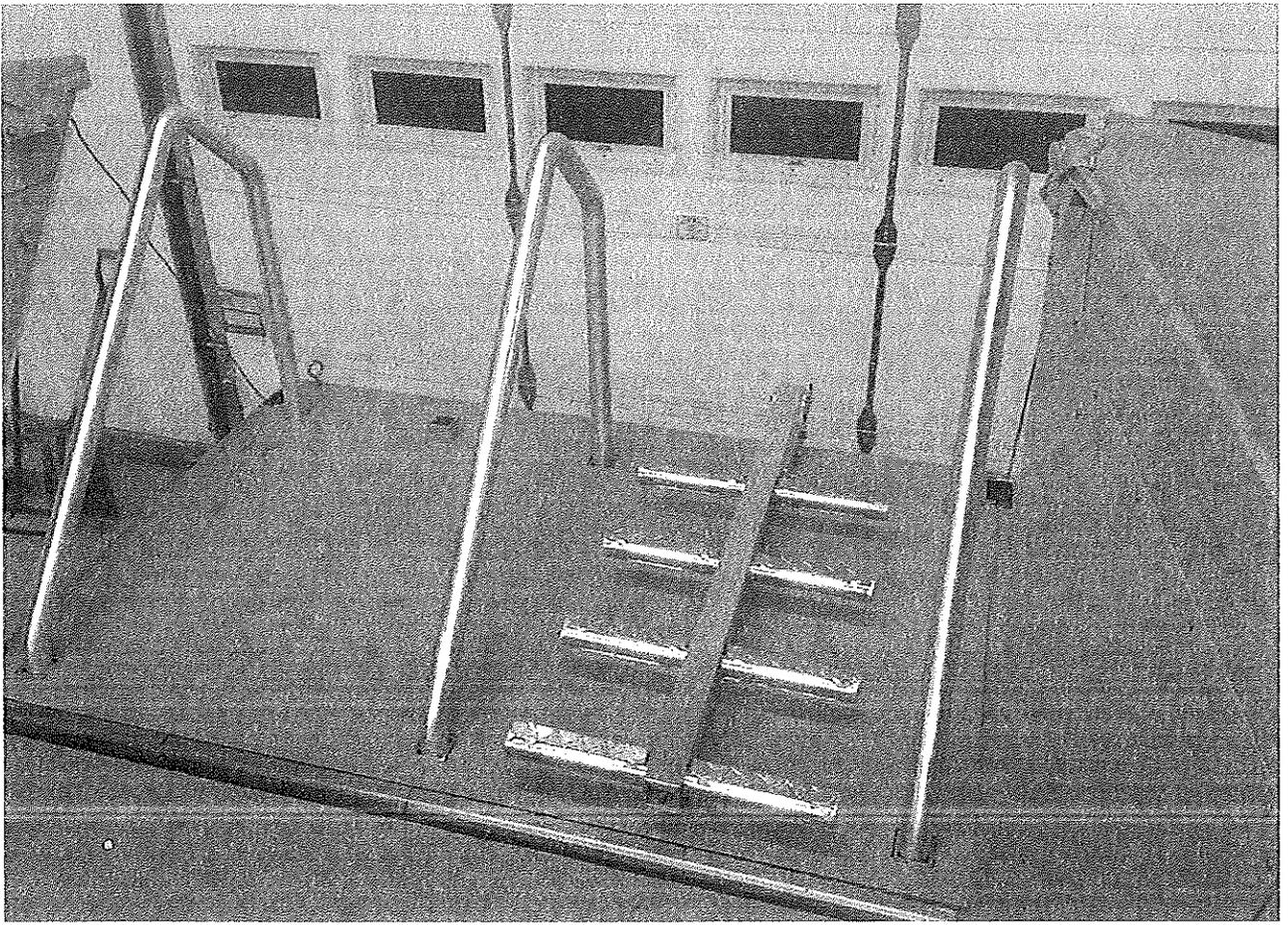


Steve Vicencia CPCU













## BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

<b>Date Requested:</b> May 6, 2014	<b>Name &amp; Title of Presenter:</b> Chuck Radosevich Charlie Vanover
<b>Department or Organization:</b> Facilities Department	<b>Contact Phone &amp; E-mail:</b> 870-2306
<b>Exact Wording for Agenda:</b> CDC Landscape Proposal	<b>Preference of Placement on Agenda &amp; Amount of Time Requested for Presentation:</b> 5 minutes
<b>Will there be Handouts? (If yes, include with meeting request form)</b> Yes	<b>Will handouts require SIGNATURES:</b> No
<b>Additional Information:</b>     	

- All requests to be added to the agenda will need to be submitted in writing on the "Meeting Request Form" by Wednesday at 12:00 p.m. prior to the scheduled meeting and returned in person or electronically to Clerk Sally Shoemaker at: [shoemakers@sweet.wy.us](mailto:shoemakers@sweet.wy.us)
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- Any documents requiring Board Action or signature are considered agenda items and need to be requested in the same manner.
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## **Interoffice Correspondence**

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

**From:** Chuck Radosevich, Facilities Manager

**Date:** April 30, 2014

**RE:** CDC Landscaping and other items

Plan One has revised their initial proposal to complete a Landscape Design for the RS CDC. Their revised proposal includes three options (see attached). All three options will provide the County with an opportunity for evaluating Landscaping options for the site and documents to competitively bid the project.

The remaining balance of the \$2,000,000 approved for construction is approximately \$315,000.

Additionally, the CDC Staff and Board members have developed the following list of items that they would like completed should there be funds remaining after the landscaping.

**CDC List:**

1. Front Door Access System
2. Landscaping
3. Millwork in classrooms
4. Permanent platforms for sink useage.
5. Bookshelves in Discovery room.
6. Remove double doors and install window in office area (West side).
7. Remove/replace or refinish exposed wood area on front.
8. New air compressor on suppression system.
9. Replace cabinets and appliances in kitchen (stove is new) area and Discovey room.
10. Install new washer and dryer upstairs in Janitors room.
11. Shelving for storage areas.

Continue painting in areas not disturbed by construction.

**Recommendation:**

I recommend that the option eliminating the Surveying and Construction Administration be selected in the amount of \$15,692.00. The Construction Administration can be completed by the Facilities Department. This option will provide the documents to competitively bid this project.

**Action Requested:**

Approve the proposal excluding Surveying and Construction Administration with Plan One Architects for the design of the landscaping improvements. Also, approve the use of the remaining funds for the items identified on the list prepared by the CDC Staff and Board members. Authorize the Chairman to sign the contract following review and approval of the County Attorney's Office.

### Option incl. Survey

Task	Hours	Rate	Total
Program	2	\$245.00	\$490.00
Conceptual dwgs	16	\$85.00	\$1,360.00
Demo Plan	10	\$85.00	\$850.00
Site Plan	24	\$85.00	\$2,040.00
Details	36	\$85.00	\$3,060.00
Specs	8	\$160.00	\$1,280.00
final check and coordination	4	\$160.00	\$640.00
Sub total			<u>\$9,720.00</u>
Contingency	1 ls		\$2,072.00
Bidding and CA	1 ls		\$5,435.00
Structural	1 ls		\$500.00
Survey	1 ls		\$5,000.00
Total			<u>\$22,727.00</u>

### Option excluding Survey

Task	Hours	Rate	Total
As-built field work	16	\$170.00	\$2,720.00
Drafting	8	\$85.00	\$680.00
Program	2	\$245.00	\$490.00
Conceptual dwgs	16	\$85.00	\$1,360.00
Demo Plan	10	\$85.00	\$850.00
Site Plan	24	\$85.00	\$2,040.00
Details	36	\$85.00	\$3,060.00
Specs	8	\$160.00	\$1,280.00
final check and coordination	4	\$160.00	\$640.00
Sub total			<u>\$13,120.00</u>
Contingency	1 ls		\$2,072.00
Bidding and CA	1 ls		\$5,435.00
Structural	1 ls		\$500.00
Total			<u>\$21,127.00</u>

### Option excluding Survey and Const. Admin.

Deduct CA			
Total without survey			\$21,127.00
Deduct CA			<u>-\$5,435.00</u>
			\$15,692.00

## BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

Date Requested: 5/6/2014	Name & Title of Presenter: Garry McLean Brett Johnson
Department or Organization: Human Resources Attorney's office	Contact Phone & E-mail: 872-3913; 922-5267
Exact Wording for Agenda: Request to replace vacant position in Attorney's Office	Preference of Placement on Agenda & Amount of Time Requested for Presentation: 5 min.
Will there be Handouts? (If yes, include with meeting request form) yes	Will handouts require SIGNATURES: yes
Additional Information:	

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- No handout will be received during a meeting in session.

**Sweetwater County  
Request to Restaff Vacant Position**

Board Meeting Date: 5/6/2014  
 Department: Attorney's Office  
 Position: Deputy County Attorney - Civil Attorney  
 Vacancy Date: 5/9/2014  
 Reason for vacancy: Retirement  
 Department Request: To Restaff position immediately following retirement date of 5/9/14, in a full time capacity with full benefits  
 Anticipated Re-staff Date 6/1/2014

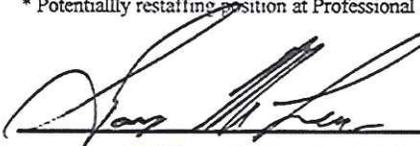
Board Action	
Approved _____	Date: <u>5/6/2014</u>
Denied _____	
Full time _____	
Part time _____	# Hours (if part time) _____
Restaff Immediately _____	Delay restaffing until (month) _____

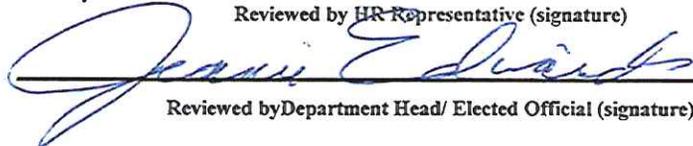
	Position	Hire Date	Monthly							Total MONTHLY cost of employment (salary + benefits)	Annual Cost of employment
			Salary	Retirement	Health Insurance	LTD	FICA	Workers Compensation	Total benefits		
Previously staffed position	Deputy County Attorney - Civil (grade 27, step 6)	1/16/2007	\$ 7,759.75	\$ 1,134.48	\$ 1,107.48	\$ 27.94	\$ 593.62	\$ 117.95	\$ 2,981.46	\$ 10,741.21	\$ 128,894.52
Anticipated Costs to restaff Position Vacancy	Deputy County Attorney - Civil (grade 27, step 5)	5/1/2014	\$ 7,533.75	\$ 1,101.43	\$ 1,473.38	\$ 27.12	\$ 576.33	\$ 114.51	\$ 3,292.78	\$ 10,826.53	\$ 129,918.37
<b>Net Difference (savings)</b>			\$ (226.00)	\$ (33.04)	\$ 365.90	\$ (0.81)	\$ (17.29)	\$ (3.44)	\$ 311.32	\$ 85.32	\$ 1,023.85

**NOTES**

Health Insurance: Anticipates FAMILY health insurance coverage, for new employee. Previous employee had Employee + spouse coverage

\* Potentially restaffing position at Professional Level (Grade 18) and Lateral Entry rate of pay, step 5 - (10 years service credit)

  
 \_\_\_\_\_  
 Reviewed by HR Representative (signature)

  
 \_\_\_\_\_  
 Reviewed by Department Head/ Elected Official (signature)

\_\_\_\_\_  
 Commission Chair (signature)

4-29-14  
 \_\_\_\_\_  
 Date:

4-29-14  
 \_\_\_\_\_  
 Date:

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

## BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

Date Requested:  5/6/2014	Name & Title of Presenter:  Garry McLean Rich Haskell
Department or Organization: Human Resources	Contact Phone & E-mail: 307-872-3913
Exact Wording for Agenda: Request to replace 1 vacancy in Detention Center and 1 vacancy in Patrol Division	Preference of Placement on Agenda & Amount of Time Requested for Presentation: 5 Min.
Will there be Handouts? (If yes, include with meeting request form) Yes	Will handouts require SIGNATURES: Yes
Additional Information:       	

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**Sweetwater County  
Request to Restaff Vacant Position**

Board Meeting Date: 5/6/2014  
 Department: Sheriff's Office - Detention Center  
 Position: Detention Officer  
 Vacancy Date: 4/18/2014

Reason for vacancy: Detention Officer resignation on 4/18/2014

Department Request: Re-staff Detention Officer, immediately, in a full time capacity with full benefits If transfer a Control Room Worker to Detention Officer position, request to restaff Control room Worker position, full time with benefits.

Anticipated Re-staff Date 2/1/2014

Board Action	
Approved _____	Date: <u>5/6/2014</u>
Denied _____	
Full time _____	
Part time _____	# Hours (if part time) _____
Restaff immediately _____	Delay restaffing until (month) _____

	Position	Hire Date	Monthly							Total cost of employment (salary + benefits)	Annual Cost of employment
			Salary	Retirement	Health Insurance	LTD	FICA	Workers Compensation	Total benefits		
Current costs for Detention Employee	Detention Officer (10 months, Grade 15, step 2 rate of pay)	6/3/2013	\$ 3,839.08	\$ 660.32	\$ 1,473.38	\$ 13.82	\$ 293.69	\$ 58.35	\$ 2,499.57	\$ 6,338.65	\$ 76,063.75
Anticipated Costs to restaff Position Vacancy	Detention Officer 1 (grade 15, step 1)	5/15/2014	\$ 3,727.25	\$ 641.09	\$ 1,473.38	\$ 13.42	\$ 285.13	\$ 56.65	\$ 2,469.67	\$ 6,196.92	\$ 74,363.09
Net Difference (savings)			\$ (111.83)	\$ (19.23)	\$ -	\$ (0.40)	\$ (8.55)	\$ (1.70)	\$ (29.89)	\$ (141.72)	\$ (1,700.67)

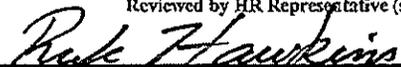
NOTES

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

Costs calculated using a re-staffing date of: 5/15/2014



Reviewed by HR Representative (signature)



Reviewed by Department Head/ Elected Official (signature)

Commission Chair (signature)

4/28/14

Date:

4-28-14

Date:

Date:

**Sweetwater County  
Request to Restaff Vacant Position**

Board Meeting Date: 5/6/2014  
 Department: Sheriff's Office  
 Position: Patrol Deputy  
 Vacancy Date: 5/18/2014

Reason for vacancy: Employee Resignation (Patrol Deputy position in WAMSUTTER, WY)

Restaff Patrol Deputy position, full time with benefits, following  
 Department Request: resignation date.

Anticipated Re-staff Date 5/15/2014

Board Action	
Approved _____	Date: <u>5/6/2014</u>
Denied _____	
Full time _____	
Part time _____	# Hours (if part time) _____
Restaff Immediately _____	Delay restaffing until (month) _____

	Position	Hire Date	Monthly							Total cost of employment (salary + benefits)	Annual Cost of employment
			Salary	Retirement	Health Insurance	LTD	FICA	Workers Compensation	Total benefits		
Current costs for Employee	Patrol Deputy (8 months, Grade 15, step 1 rate of pay)	8/19/2013	\$ 3,727.17	\$ 641.07	\$ 1,105.89	\$ 13.42	\$ 285.13	\$ 56.65	\$ 2,102.16	\$ 5,829.33	\$ 69,951.99
Anticipated Costs to restaff Position Vacancy	Patrol Deputy (grade 13, step 1, * see notes below)	4/15/2014	\$ 4,314.75	\$ 742.14	\$ 1,473.38	\$ 15.53	\$ 330.08	\$ 65.58	\$ 2,626.71	\$ 6,941.46	\$ 83,297.55
Net Difference (savings)			\$ 587.58	\$ 101.06	\$ 367.49	\$ 2.12	\$ 44.95	\$ 8.93	\$ 524.55	\$ 1,112.13	\$ 13,345.56

**NOTES**

Health Insurance: Anticipates Family health insurance coverage, for new employee. Previous employee had employee + more than 1 dependent coverage

Costs calculated using a re-staffing date of: 5/15/2014

\* Potentially restaffing position at Professional Level (Grade 18) and Lateral Entry rate of pay, step 5 - (10 years service credit)

  
 Reviewed by HR Representative (signature) 4-28-14

  
 Reviewed by Department Head/ Elected Official (signature) 4-28-14

\_\_\_\_\_  
 Commission Chair (signature)

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

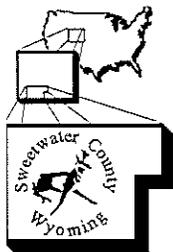
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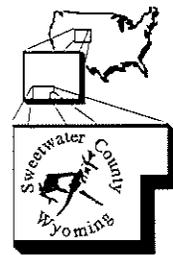
## BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

Date Requested: 5/6/2014	Name & Title of Presenter: Garry McLean
Department or Organization: Human Resources	Contact Phone & E-mail: 307-872-3913
Exact Wording for Agenda: Cost of Living Adjustment Discussion	Preference of Placement on Agenda & Amount of Time Requested for Presentation: 15 Min.
Will there be Handouts? (If yes, include with meeting request form) Yes	Will handouts require SIGNATURES: no
Additional Information:	

- All requests to be added to the agenda will need to be submitted in writing on the "Meeting Request Form" by Wednesday at 12:00 p.m. prior to the scheduled meeting and returned in person or electronically to Clerk Sally Shoemaker at: [shoemakers@sweet.wy.us](mailto:shoemakers@sweet.wy.us)
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# Sweetwater County Department of Human Resources



80 W. Flaming Gorge Way  
Green River, WY 82935

E-MAIL: SWCHR@SWEET.WY.US

Phone: 307-922-5429 (RS)  
307-872-3910 (GR)  
Fax: 307-872-3240

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## MEMORANDUM

TO: Board of County Commissioners  
FROM: Garry McLean *Garry McLean*  
DATE: April 30, 2014  
RE: FY 14-15 Updated Cost of Living Adjustment Models

Sweetwater County is, by its nature, a service organization comprised of approximately 282 full and part-time employees. The salaries and benefits provided to these employees comprise a majority of the County's budget and play an important role in recruiting and retention of quality employees. For these reasons, I am bringing to the attention of the Board for consideration, potential adjustment to the County's employee pay schedule. Historically, the Board has considered Cost of Living Adjustments (COLA's) to the pay scale, one-time employee incentives or a combination of the two. To assist the Board in analyzing these important decisions, I am herewith providing updated Cost of Living Data from the Wyoming Department of Administration and Information for both Southwest Wyoming and the State of Wyoming. The source data and associated graphs are attached for your reference.

Based upon the attached information you can see that since FY08-09 Sweetwater County has not maintained pace with the cost of living in either Sweetwater County or the State. Between 2009-and 2013 the Board has approved one-time incentives, with only a 2.5% COLA in FY12-13. In the attached graph it shows what an employee making \$30,000 in 1998 would be making today if the County maintained pace with inflation in Southwest Wyoming or in the State. As can be seen inflation has outpaced the County's growth in salaries in an amount between \$5,000 and \$7,000 per year. From an employee perspective this translates to reduced buying power, partially offset by the one-time incentives. However, for recruitment, this means a reduced competitive position in the relevant labor markets. As such, I would recommend a COLA of 3-5% with or without a one-time incentive to address this growing concern.

The cost to the County for each one percent increase in the pay scale is approximately \$198,000. Thus a 3% increase for example would cost approximately \$594,000. A one-time salary adjustment would cost approximately \$286,909 per each \$1,000 of incentive. It should also be noted that during FY 14-15 the Wyoming retirement contribution rate will increase from 14.65% to 15.87%. Should the County choose to cover this cost, the additional 1.25% translates to approximately \$130,000 in additional employment costs. Should you have additional questions or require more information, please contact me.



Sweetwater County  
COLA and One-Time Incentive Cost Summary  
FY 2014-2015

	0% increase	1% COLA	Incremental Increase	\$1,000 One-time Incentive (Bonus)
Salaries	\$ 14,736,050	\$ 14,892,388	\$ 156,338	\$ 262,250
Overtime	\$ 358,246	\$ 358,246	\$ -	
Fringe Benefits	\$ 2,350	\$ 2,350	\$ -	
On Call Payment	\$ 25,000	\$ 25,000	\$ -	
TOTAL Salaires	\$ 15,121,646	\$ 15,277,984	\$ 156,338	
Benefits			\$ -	
FICA - SS	\$ 915,507	\$ 925,534	\$ 10,027	\$ 16,260
FICA -MEDICARE	\$ 214,110	\$ 216,456	\$ 2,345	\$ 3,803
Health Insurance	\$ 2,785,882	\$ 2,785,882	\$ -	
Dental	\$ 266,243	\$ 266,243	\$ -	
Vision	\$ 51,591	\$ 51,591	\$ -	
Retirement (Co. Paid	\$ 828,926	\$ 837,183	\$ 8,258	
Retirement Co Match	\$ 780,245	\$ 787,978	\$ 7,733	\$ 4,597
Retirement Sheriff Pd	\$ 394,167	\$ 399,159	\$ 4,992	
Retirement Sheriff Match	\$ 394,167	\$ 399,159	\$ 4,992	
Cigna Basic AD&D	\$ 2,671	\$ 2,671	\$ -	
Cigna Basic AD& D over 70	\$ 25	\$ 25	\$ -	
Cigna Basic Life	\$ 13,356	\$ 13,356	\$ -	
Cigna Basic Life over 70	\$ 126	\$ 126	\$ -	
Cigna Basic AD&D Dependent	\$ 1,711	\$ 1,711	\$ -	
Long Term Disability	\$ 49,829	\$ 49,829	\$ -	
Workers Comp Clerical	\$ 8,097	\$ 8,181	\$ 84	
Workers Comp Hazardous	\$ 256,099	\$ 259,089	\$ 2,991	
Total Benefits	\$ 6,962,751	\$ 7,004,173	\$ 41,421	
<b>Total Cost of Employment (Salary + Benefits)</b>	<b>\$ 22,084,397</b>	<b>\$ 22,282,157</b>	<b>\$ 197,760</b>	<b>\$ 286,909</b>

**COLI History**  
**Sweetwater County Actual COLI Compared with Statewide Average (7 tr. 4th Qtr.)**  
**and**  
**Compared with Southwest Wyoming COLI (2nd Qtr. 4th Qtr.)**

Fiscal Year	Actual Year	Quarter	State			Southwest Region				
			Statewide COLI	County COLA	Difference	SW Wyoming COLI	County COLA	Difference	State v. SW Region COLI	
1997 - 1998	Oct., Nov., Dec., 1997	1997	4	2.9%	0.0%	-2.9%	4.0%	0.0%	-4.0%	1.10%
1997 - 1998	April, May, June, 1998	1998	2	1.5%	0.0%	-1.5%	2.6%	0.0%	-2.6%	1.10%
1998 - 1999	Oct., Nov., Dec., 1998	1998	4	2.2%	2.0%	-0.2%	2.8%	2.0%	-0.8%	0.60%
1998 - 1999	April, May, June, 1999	1999	2	2.6%	2.0%	-0.6%	3.4%	2.0%	-1.4%	0.80%
1999 - 2000	Oct., Nov., Dec., 1999	1999	4	3.1%	2.0%	-1.1%	2.6%	2.0%	-0.6%	-0.50%
1999 - 2000	April, May, June, 2000	2000	2	4.3%	2.0%	-2.3%	2.3%	2.0%	-0.3%	-2.00%
2000 - 2001	Oct., Nov., Dec., 2000	2000	4	3.2%	2.0%	-1.2%	2.6%	2.0%	-0.6%	-0.60%
2000 - 2001	April, May, June, 2001	2001	2	4.3%	2.0%	-2.3%	3.1%	2.0%	-1.1%	-1.20%
2001 - 2002	Oct., Nov., Dec., 2001	2001	4	3.5%	3.0%	-0.5%	2.3%	3.0%	0.7%	-1.20%
2001 - 2002	April, May, June, 2002	2002	2	2.5%	3.0%	0.5%	1.4%	3.0%	1.6%	-1.10%
2002 - 2003	Oct., Nov., Dec., 2002	2002	4	3.7%	3.0%	-0.7%	2.5%	3.0%	0.5%	-1.20%
2002 - 2003	April, May, June, 2003	2003	2	2.9%	3.0%	0.1%	3.5%	3.0%	-0.5%	0.60%
2003 - 2004	Oct., Nov., Dec., 2003	2003	4	3.6%	3.0%	-0.6%	4.3%	3.0%	-1.3%	0.70%
2003 - 2004	April, May, June, 2004	2004	2	4.9%	3.0%	-1.9%	4.6%	3.0%	-1.6%	-0.30%
2004 - 2005	Oct., Nov., Dec., 2004	2004	4	4.3%	3.0%	-1.3%	4.8%	3.0%	-1.8%	0.50%
2004 - 2005	April, May, June, 2005	2005	2	4.5%	3.0%	-1.5%	6.6%	3.0%	-3.6%	2.10%
2005 - 2006	Oct., Nov., Dec., 2005	2005	4	5.0%	4.0%	-1.0%	8.3%	4.0%	-4.3%	3.30%
2005 - 2006	April, May, June, 2006	2006	2	5.6%	4.0%	-1.6%	7.6%	4.0%	-3.6%	2.00%
2006 - 2007	Oct., Nov., Dec., 2006	2006	4	4.4%	8.0%	3.6%	4.8%	8.0%	3.2%	0.40%
2006 - 2007	April, May, June, 2007	2007	2	4.7%	8.0%	3.3%	6.2%	8.0%	1.8%	1.50%
2007 - 2008	Oct., Nov., Dec., 2007	2007	4	6.1%	7.0%	0.9%	8.1%	7.0%	-1.1%	2.00%
2007 - 2008	April, May, June, 2008	2008	2	7.9%	7.0%	-0.9%	8.1%	7.0%	-1.1%	0.20%
2008 - 2009	Oct., Nov., Dec., 2009	2008	4	2.6%	5.0%	2.4%	2.1%	5.0%	2.9%	-0.50%
2008 - 2009	April, May, June, 2009	2009	2	0.0%	5.0%	5.0%	-0.2%	5.0%	5.2%	-0.20%
2009 - 2010	Oct., Nov., Dec., 2009	2009	4	2.7%	0.0%	-2.7%	1.5%	0.0%	-1.5%	-1.20%
2009 - 2010	April, May, June, 2010	2010	2	1.9%	0.0%	-1.9%	1.6%	0.0%	-1.6%	-0.30%
2010 - 2011	Oct., Nov., Dec., 2010	2010	4	2.9%	0.0%	-2.9%	2.1%	0.0%	-2.1%	-0.80%
2010 - 2011	April, May, June, 2011	2011	2	4.5%	0.0%	-4.5%	3.6%	0.0%	-3.6%	-0.90%
2011 - 2012	Oct., Nov., Dec., 2011	2011	4	3.9%	0.0%	-3.9%	3.3%	0.0%	-3.3%	-0.60%
2011 - 2012	April, May, June, 2012	2012	2	2.4%	0.0%	-2.4%	2.8%	0.0%	-2.8%	0.40%
2012 - 2013	Oct., Nov., Dec., 2012	2012	4	2.1%	2.5%	0.4%	1.6%	2.5%	0.9%	-0.50%
2012 - 2013	April, May, June, 2013	2013	2	3.1%	2.5%	-0.6%	2.8%	2.5%	-0.3%	-0.30%
2013 - 2014	Oct., Nov., Dec., 2013	2013	4	2.9%	0.0%	-2.9%	1.9%	0.0%	-1.9%	-1.00%
			Total							<b>-3.20%</b>

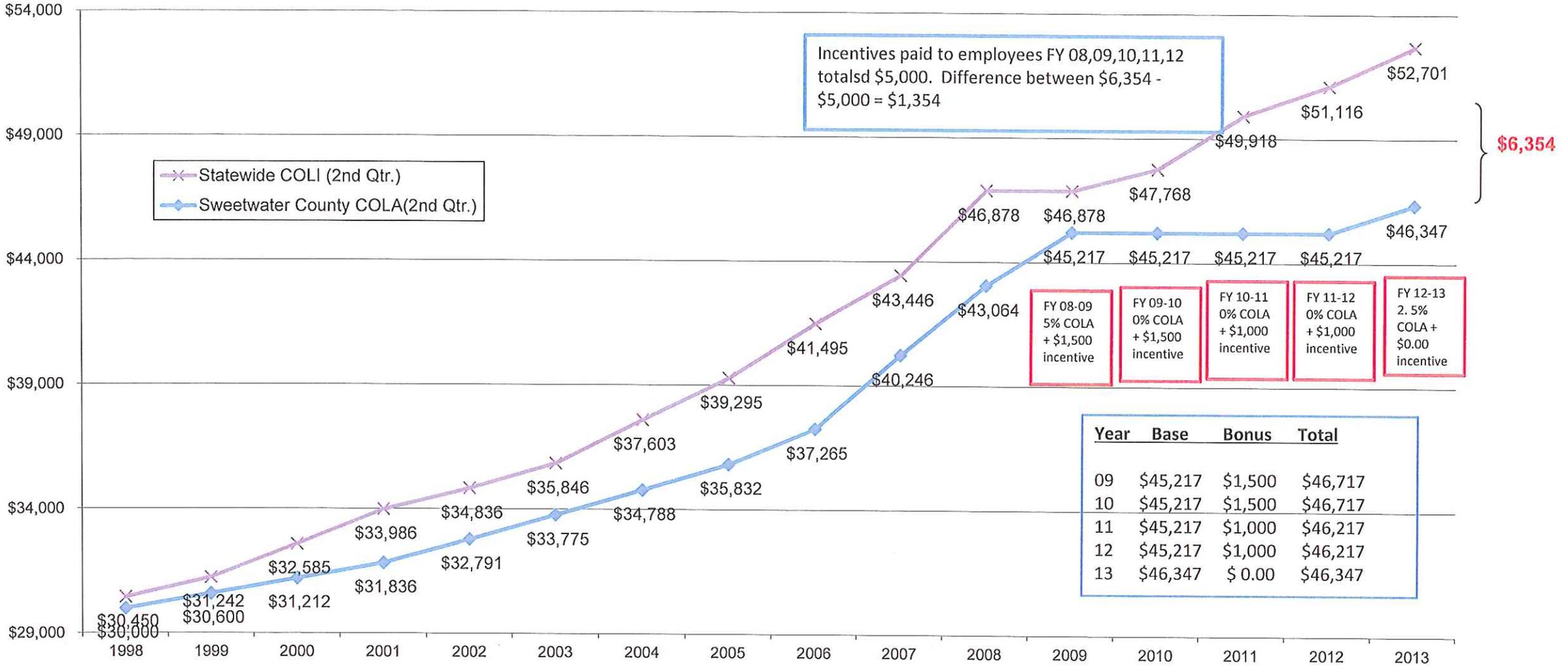
FY	COLA	One-time adjustment
08 - 09	5.00%	\$ 1,500
09 - 10	0.00%	\$ 1,500
10 - 11	0.00%	\$ 1,000
11 - 12	0.00%	\$ 1,000
12-13	2.50%	\$ -
13-14	0.00%	\$ 2,000

13-14 - Board

**NOTE:** FY 13-14 - Board approved payment of \$1,000 for One-time incentive and \$1,000 hardship payment due to changing payroll date

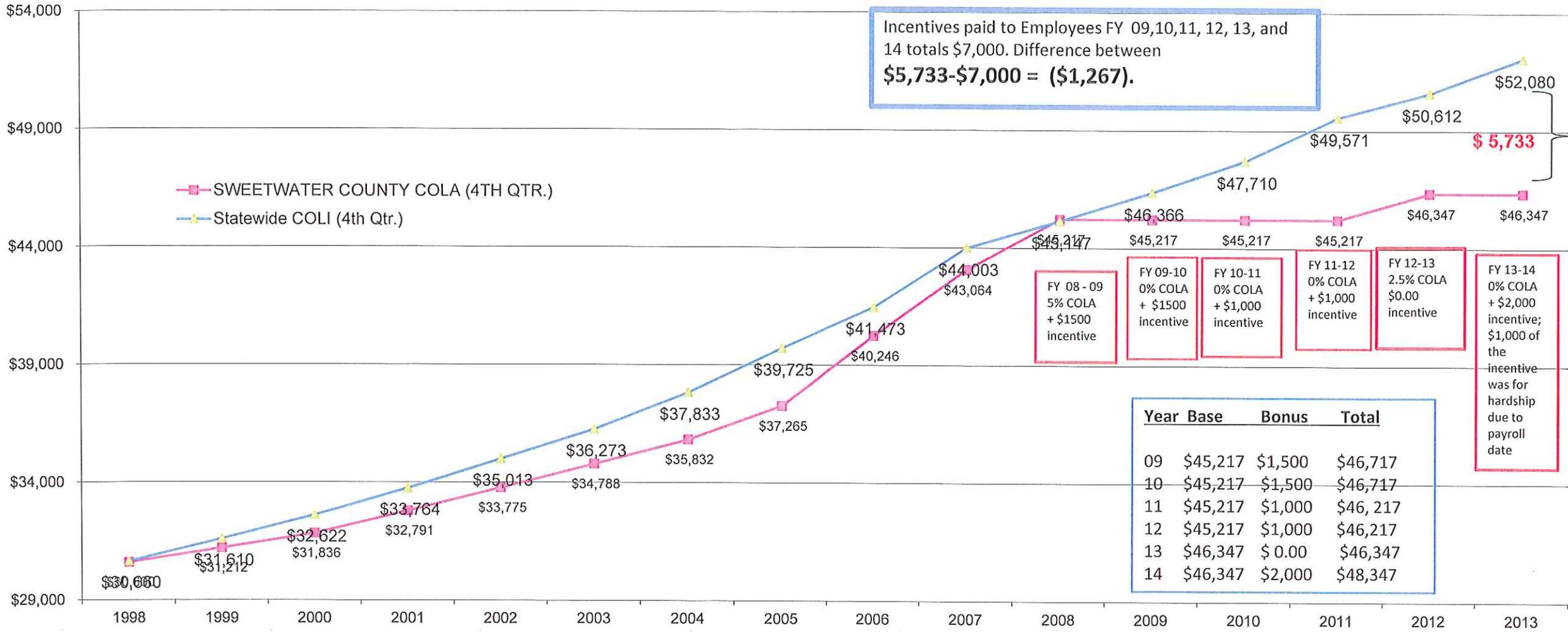
Year	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013
Statewide COLI (2nd Qtr.)		1.5%	2.6%	4.3%	4.3%	2.5%	2.9%	4.9%	4.5%	5.6%	4.7%	7.9%	0.0%	1.9%	4.5%	2.4%	3.1%
Sweetwater County COLA(2nd Qtr.)	\$ 30,000	\$ 30,450	\$ 31,242	\$ 32,585	\$ 33,986	\$ 34,836	\$ 35,846	\$ 37,603	\$ 39,295	\$ 41,495	\$ 43,446	\$ 46,878	\$ 46,878	\$ 47,768	\$ 49,918	\$ 51,116	\$ 52,701
Difference	\$ 30,000	\$ 30,000	\$ 30,600	\$ 31,212	\$ 31,836	\$ 32,791	\$ 33,775	\$ 34,788	\$ 35,832	\$ 37,265	\$ 40,246	\$ 43,064	\$ 45,217	\$ 45,217	\$ 45,217	\$ 45,217	\$ 46,347
Statewide COLI (4th Qtr.)		2.2%	3.1%	3.2%	3.5%	3.7%	3.6%	4.3%	5.0%	4.4%	6.1%	2.6%	2.7%	2.9%	3.9%	2.1%	2.9%
Sweetwater County COLA (4th Qtr.)	\$ 30,000	\$ 30,660	\$ 31,610	\$ 32,622	\$ 33,764	\$ 35,013	\$ 36,273	\$ 37,833	\$ 39,725	\$ 41,473	\$ 44,003	\$ 45,147	\$ 46,366	\$ 47,710	\$ 49,571	\$ 50,612	\$ 52,080
Difference	\$ 30,000	\$ 30,600	\$ 31,212	\$ 31,836	\$ 32,791	\$ 33,775	\$ 34,788	\$ 35,832	\$ 37,265	\$ 40,246	\$ 43,064	\$ 45,217	\$ 45,217	\$ 45,217	\$ 45,217	\$ 46,347	\$ 46,347
Southwest Wyoming COLI (2nd Qtr.)		2.6%	3.4%	2.3%	3.1%	1.4%	3.5%	4.6%	6.6%	7.6%	6.2%	8.1%	-0.2%	1.6%	3.6%	2.8%	2.8%
Sweetwater County COLA (2nd Qtr.)	\$ 30,000	\$ 30,780	\$ 31,827	\$ 32,559	\$ 33,568	\$ 34,038	\$ 35,229	\$ 36,850	\$ 39,282	\$ 42,267	\$ 44,888	\$ 48,524	\$ 48,427	\$ 49,201	\$ 50,973	\$ 52,400	\$ 53,867
Difference	\$ 30,000	\$ 30,000	\$ 30,600	\$ 31,212	\$ 31,836	\$ 32,791	\$ 33,775	\$ 34,788	\$ 35,832	\$ 37,265	\$ 40,246	\$ 43,064	\$ 45,217	\$ 45,217	\$ 45,217	\$ 45,217	\$ 46,347
Southwest Wyoming COLI (4th Qtr.)		2.8%	2.6%	2.6%	2.3%	2.5%	4.3%	4.8%	8.3%	4.8%	8.1%	2.1%	1.5%	2.1%	3.3%	1.6%	1.9%
Sweetwater County COLA (4th Qtr.)	\$ 30,000	\$ 30,840	\$ 31,642	\$ 32,465	\$ 33,211	\$ 34,041	\$ 35,505	\$ 37,210	\$ 40,298	\$ 42,232	\$ 45,653	\$ 46,612	\$ 47,311	\$ 48,304	\$ 49,898	\$ 50,697	\$ 51,660
Difference	\$ 30,000	\$ 30,600	\$ 31,212	\$ 31,836	\$ 32,791	\$ 33,775	\$ 34,788	\$ 35,832	\$ 37,265	\$ 40,246	\$ 43,064	\$ 45,217	\$ 45,217	\$ 45,217	\$ 45,217	\$ 46,347	\$ 46,347
Difference	\$ 240	\$ 430	\$ 628	\$ 420	\$ 266	\$ 717	\$ 1,378	\$ 3,033	\$ 1,986	\$ 2,589	\$ 1,395	\$ 2,094	\$ 3,088	\$ 4,682	\$ 4,350	\$ 5,313	\$ (5,313)

**1998-20113 COLA COMPARISON (2ND QTR.)  
STATWIDE COLA V. SWEETWATER COUNTY  
Based upon a \$30,000 Salary in 1998**



Year	Statewide COLA (2nd Qtr.)	Sweetwater County COLA(2nd Qtr.)
1998	\$30,450	\$30,000
1999	\$31,242	\$30,600
2000	\$32,585	\$31,212
2001	\$33,986	\$31,836
2002	\$34,836	\$32,791
2003	\$35,846	\$33,775
2004	\$37,603	\$34,788
2005	\$39,295	\$35,832
2006	\$41,495	\$37,265
2007	\$43,446	\$40,246
2008	\$46,878	\$43,064
2009	\$46,878	\$45,217
2010	\$47,768	\$45,217
2011	\$49,918	\$45,217
2012	\$51,116	\$45,217
2013	\$52,701	\$46,347

**1998-2013 COLA COMPARISON (4TH QTR.)  
 STATWIDE COLA V. SWEETWATER COUNTY  
 Based upon a \$30,000 Salary in 1998**



FY 08 - 09  
 5% COLA  
 + \$1500  
 incentive

FY 09-10  
 0% COLA  
 + \$1500  
 incentive

FY 10-11  
 0% COLA  
 + \$1,000  
 incentive

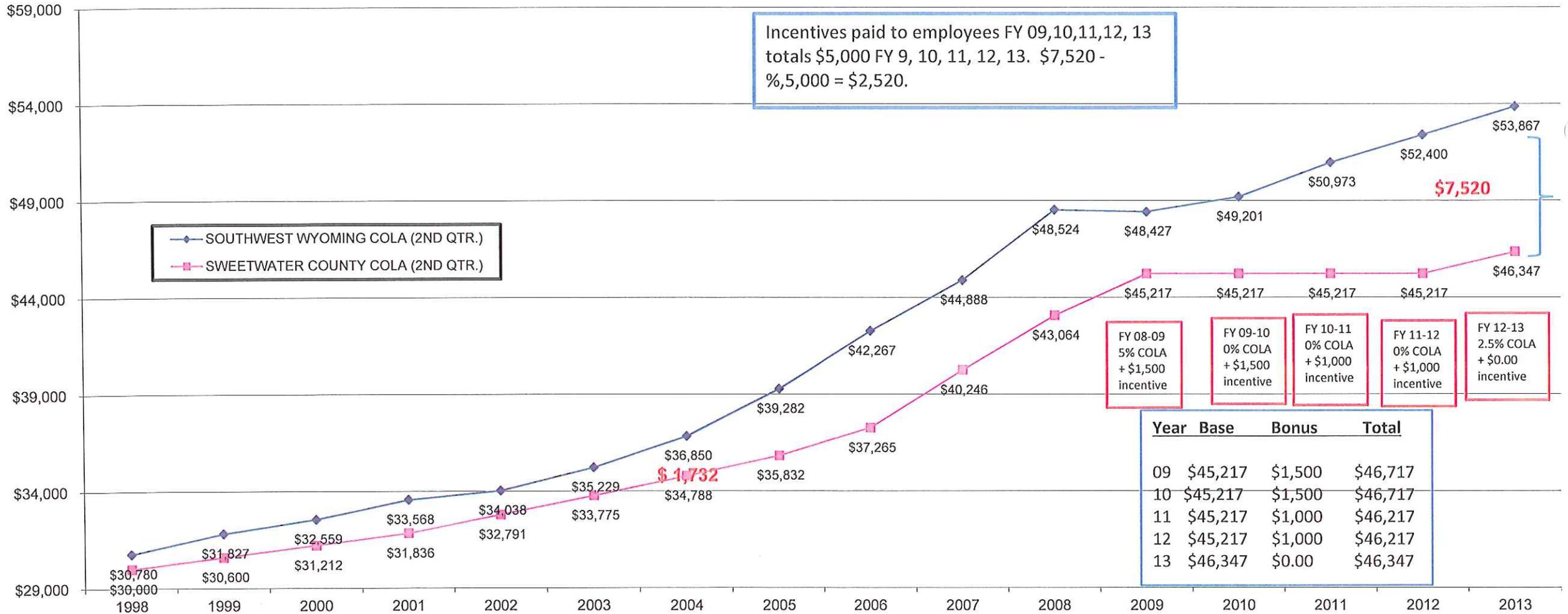
FY 11-12  
 0% COLA  
 + \$1,000  
 incentive

FY 12-13  
 2.5% COLA  
 \$0.00  
 incentive

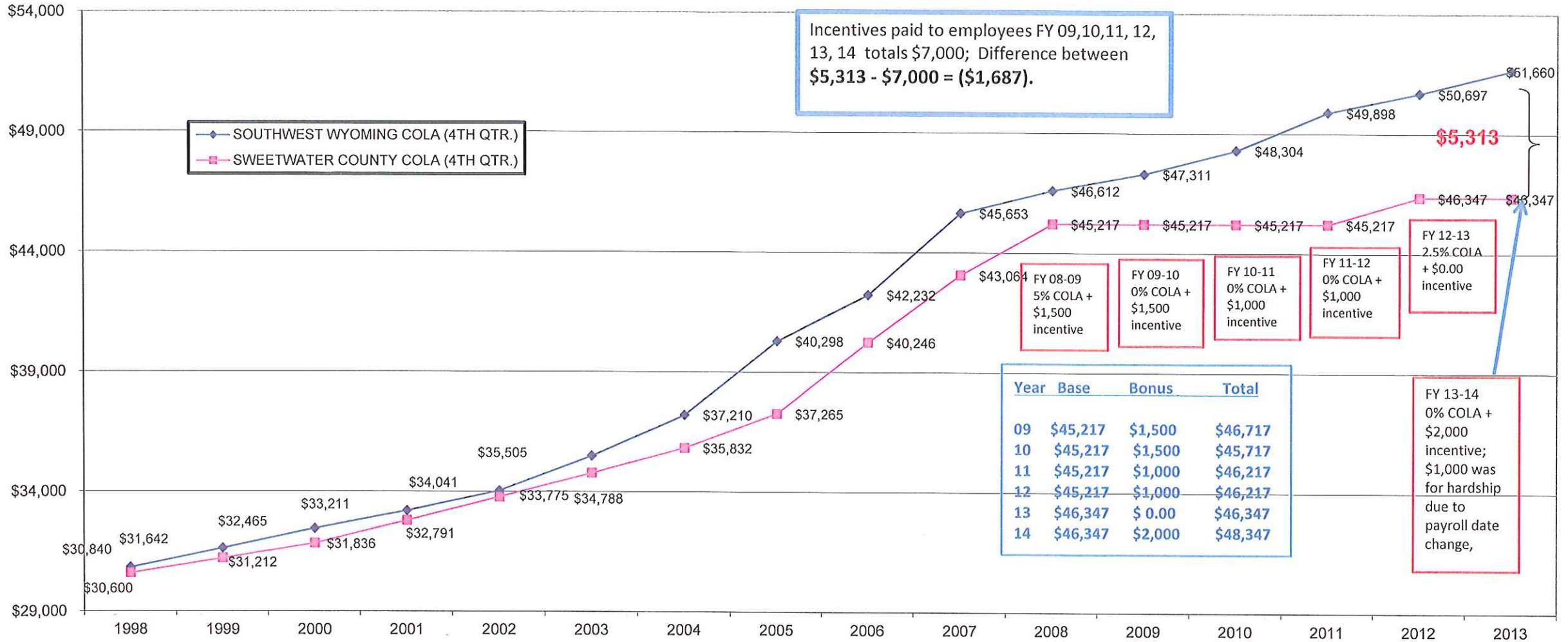
FY 13-14  
 0% COLA  
 + \$2,000  
 incentive;  
 \$1,000 of the  
 incentive was for  
 hardship  
 due to payroll  
 date

Year	Base	Bonus	Total
09	\$45,217	\$1,500	\$46,717
10	\$45,217	\$1,500	\$46,717
11	\$45,217	\$1,000	\$46,217
12	\$45,217	\$1,000	\$46,217
13	\$46,347	\$0.00	\$46,347
14	\$46,347	\$2,000	\$48,347

**1998-2013 COLA COMPARISON (2ND QTR.)**  
**SOUTHWEST WYOMING COLA V. SWEETWATER COUNTY COLA**  
 Based upon a \$30,000 Salary in 1998



**1998-2013 COLA COMPARISON (4TH QTR.)  
SOUTHWEST WYOMING COLA V. SWEETWATER COUNTY COLA  
Based upon a \$30,000 Salary in 1998**



Year	SW Wyoming COLA (4th Qtr.)	Sweetwater County COLA (4th Qtr.)
1998	\$30,840	\$30,600
1999	\$32,465	\$31,212
2000	\$33,211	\$31,836
2001	\$34,041	\$32,791
2002	\$35,505	\$33,775
2003	\$37,210	\$34,788
2004	\$40,298	\$35,832
2005	\$42,232	\$37,265
2006	\$45,653	\$40,246
2007	\$46,612	\$43,064
2008	\$47,311	\$45,217
2009	\$48,304	\$45,217
2010	\$49,898	\$45,217
2011	\$50,697	\$45,217
2012	\$51,660	\$46,347
2013	\$51,660	\$48,347

## BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

Date Requested: 5/6/14	Name & Title of Presenter: Bonnie Phillips
Department or Organization: <b>Clerk's</b>	Contact Phone & E-mail: <b>872-3762</b>
Exact Wording for Agenda: <b>FY 2015 Budget Requests Filing</b>	Preference of Placement on Agenda & Amount of Time Requested for Presentation: <b>any time, 5 min</b>
Will there be Handouts? (If yes, include with meeting request form) <b>yes</b>	Will handouts require SIGNATURES: <b>no</b>
Additional Information:	

- All requests to be added to the agenda will need to be submitted in writing on the "Meeting Request Form" by Wednesday at 12:00 p.m. prior to the scheduled meeting and returned in person or electronically to Clerk Sally Shoemaker at: [shoemakers@sweet.wy.us](mailto:shoemakers@sweet.wy.us)
- All handouts are also due by Wednesday at 12:00 p.m. prior to the scheduled meeting date. Handouts may be submitted to Clerk Sally Shoemaker either in person or electronically. **\*\*If your handout is not accompanied with the request to be added to the agenda, your request will be dismissed and you may reschedule for the next meeting provided the handout(s) are received.\*\***
- Any documents requiring **Board Action or signature** are considered agenda items and need to be requested in the same manner.
- All **original** documents requesting action or signature must be submitted to Deputy County Clerk Vickie Eastin. However, a **copy** must be submitted to Sally Shoemaker for distribution of the packet and retention.
- As always, if you are unable to attend the meeting after being placed onto an agenda, please send a representative in your place or your item will be rescheduled.
- In order to determine placement on the agenda, please review the county website ([www.sweet.wy.us/commissioner](http://www.sweet.wy.us/commissioner)) on Thursday afternoon.
- If a request to be placed on an agenda is received **AFTER** the deadline, you will be considered for the next meeting date.
- No handout will be received during a meeting in session.

FY 2015 BUDGET REQUESTS

General Fund

Departments:

EO COUNTY COMMISSIONERS	577,890
DP GENERAL COUNTY ADMIN	1,321,760
DP RISK MANAGEMENT	551,660
DP HUMAN RESOURCES	303,159
DP EMPLOYEE BENEFITS	7,000
DP PURCHASING	463,391
DP GRANTS ADMINISTRATION	134,333
DP ENGINEERING	474,535
DP IT DEPARTMENT	1,624,074
DP FLEET/VEHICLE MAINT	428,031
DP FIRE MARSHALL	482,073
DP JUVENILE PROBATION	406,427
DP ROAD AND BRIDGE	5,837,163
DP VETERANS SERVICES	393,566
DP LAND USE	580,176
GP GRANT PROJECTS	7,064,984
DP FACILITIES CUST	54,503
FM GR FACILITIES MAINT-CH	5,120,501
FM GR CIRCUIT CRT MAINT	16,130
FM GR JUV PROB BLDG MAINT	8,384
FM GR ROAD AND BRIDGE	10,044
FM GR ROOSEVELT BLDG MAIN	48,962
FM GR WAREHOUSE BLDG MAIN	3,683
FM RS OFFICE BLDG A	87,145
FM ATTORNEY 731 C BLDG B	9,262
FM FACILITIES 731 C BLDGC	682
FM JUV 731 BLDG D(NORTON)	5,398
FM RS MAINT/CENT PURCHAS	18,060
FM RS ROAD AND BRIDGE	29,961
FM RS R&B LAGOON ROAD	2,542
FM THOMPSON BLDG A	14,175
FM THOMPSON BLDG B	1,157
FM RS VEHICLE MAINTENANCE	23,622
FM RS 333 BROADWAY	26,019
FM FARSON ROAD AND BRIDGE	7,928
FM WA WAMSUTTER R & B	2,872
EO COUNTY CLERK	1,216,946
EO ELECTIONS	283,402
EO CO CLERK-FINANCIAL MGT	133,587
EO CO CLERK-COMM SUPPORT	70,219
EO COUNTY TREASURER	831,585
EO COUNTY ASSESSOR	940,894
EO COUNTY SHERIFF	5,332,829
EO COUNTY DETENT & MAINT	5,471,746
EO EMERGENCY MGT/HOMELAND	228,173

FY 2015 BUDGET REQUESTS

EO ANIMAL CONTROL	170,468
EO DUI SUPERVISED PROBATION	68,761
EO COUNTY ATTORNEY	2,236,106
EO COUNTY CORONER	279,961
EO CLERK OF DISTRICT CRT	692,145
	<u>44,098,074</u>

Reserves:

CASH CARRYOVER/CASH RESERVE	22,442,009
RESERVE FOR FUTURE OP/CAP	2,179,657
HEALTH INS RESERVE FUND	418,393
EC DEV INFRASTRUCTURE FND	111,162
CAPITAL REPLACEMENT RESRV	8,352,189
RESERVED FOR ELECTION EQUIPMENT	258,020
RESERVED FOR BUILDINGS AND IMP	3,164,121
TOTAL GENERAL FUND RESERVES	<u>36,925,551</u>

Other:

EO INMATE ENTERPRISE	90,000
XA TRANSPORTATION	4,305,065
	<u>4,395,065</u>

Outside Agency :

BIG SANDY CLINIC	60,000
CASTLE ROCK HOSPITAL	150,000
FAMILY PLANNING	20,000
FAMILY JUSTICE CENTER	30,000
HOSPICE	104,900
BOYS&GIRLS CLUB OF SW CO	80,000
FAMILY RESOURCE CENTER	64,692
FOOD BANK	20,000
VIRS	124,000
YOUTH HOME	201,000
YWCA	340,548
TOTAL HUMAN SERVICES	<u>1,195,140</u>

GOLDEN HOUR SENIOR CENTER	295,382
YOUNG AT HEART SENIOR CTR	304,672
TOTAL SENIOR CITIZENS	<u>600,054</u>

STAR	131,100
CONSERVATION DISTRICT	320,800
TOTAL COOPERATIVE EXT/4H	125,681
TREATMENT COURT-MATCHING	8,000
RE DESERT HUMANE SOCIETY	26,000
RED DESERT ROUNDUP RODEO	10,000
EDEN VALLEY IMPROVEMENT DIST	<u>40,000</u>

FY 2015 BUDGET REQUESTS

TOTAL OTHER	661,581
TITLE 25 MEDICAL/LEGAL	600,000
AMBULANCE SUBSIDY	304,985
CARBON COUNTY FIRE DISTRICT	12,000
SKYWEST AIRLINES INC	254,000
PUBLIC DEFENDER LEGAL/STATE	190,000
RS SWC AIRPORT	413,999
RS GR SW CO-COMB COMM JPB	705,666
TOTAL OTHER REQUIRED FUNDING	<u>2,480,650</u>
TOTAL OUTSIDE AGENCY	<u>4,937,424</u>
Jail Tax Fund	350,000
CDC Tax Fund	2,453,724
SC Road Fund	200,000
Inter Govt Ins Pool	5,981,900
Component Units:	
SW CO DISTRICT BD OF HEALTH	1,228,000
MEMORIAL HOSPITAL	1,452,933
FAIR	2,365,000
LIBRARY	3,354,897
MUSEUM	400,839
REC BOARD	500,844
MENTAL HEALTH	751,080
TOTAL COMPONENT UNITS	<u>10,053,593</u>
Total Funding Requested	<u>109,395,331</u>