

NOTICE

**THE SWEETWATER COUNTY BOARD OF COUNTY COMMISSIONERS
WILL MEET ON TUESDAY, January 20, 2015 AT 8:30 A.M.
IN THE COMMISSIONERS' CHAMBERS
(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: 1-6-15

ACCEPTANCE OF BILLS

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

COMMISSIONER COMMENTS/REPORTS

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

COUNTY RESIDENT CONCERNS

9:30

ACTION/PRESENTATION ITEMS

9:40 Board and Department Liaison Appointments

9:50 2015 Conflict of Interest Disclosure

9:55 Addendum to the Joint Powers Telecom Board

Agreement to Add Fiber Connectivity to the
Health and Human Services Building

- 10:05** Mileage Reimbursement Resolution
- 10:10** Delta Dental Processing Policy Update
- 10:25** Approval to Re-Staff Vacant Position for Detention
Center Maintenance Worker
- 10:30** Approval to Re-Staff Vacant Position in the Sheriff's
Department
- 10:35** Approval of the Underage Drinking and Driving
Enforcement Grant Contract
- 10:40** Approval of the Task Force Grant Performance
Contracts from the Wyoming Division of Criminal
Investigation
- 10:50** Discussion of Sheriff Vehicle Exchange
- 11:05** Discussion and Agreement with United States Dpt.
of Agriculture Farm Service Agency for Aerial
Photography
- 11:15** MOU between SWCO and SWCO Conservation District
for Access to County Property for Conducting Water
and Soil Samples
- 11:20** Notification to Amend BLM ROW WYW87149
(County Road 4-37, Peru Cutoff Road)
- 11:25** Funding Request for the Green River Arts Council
Mining Memorial Park Sculpture

OTHER

11:35

EXECUTIVE SESSION AS NEEDED

LUNCH

PUBLIC HEARING- PLANNING & ZONING @ 1:30

- 1. WPX Energy- Conditional Use Permit- Man Camp**
- 2. Glenn & Holly Ellsworth- Conditional Use Permit-Guest House**

ADJOURN

[Per Wyo. Stat. §18-3-516\(f\) County information can be accessed on the County's website at www.sweet.wy.us](http://www.sweet.wy.us)

January 6, 2015
Green River, WY

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

Approval of Agenda

Chairman Johnson entertained a motion to amend the agenda by placing the board and department liaison appointments to the January 20, 2015 meeting. *Commissioner West so moved. Commissioner Van Matre seconded the motion.* The motion carried. Chairman Johnson entertained a motion to approve the agenda as modified. *Commissioner Kolb moved to approve the agenda as modified. Commissioner West seconded the motion.* The motion carried.

Appointment of Chairman

Following discussion, *Commissioner Van Matre nominated Commissioner Johnson to serve as our chairman for another year. Commissioner West seconded the motion.* The motion carried.

Approval of Minutes: 12-16-14 & 12-30-14

Commissioner West moved to approve the minutes dated December 16, 2014 and December 30, 2014. Commissioner Van Matre seconded the motion. The motion carried with Commissioner Wendling abstaining from both sets of minutes and Chairman Johnson abstaining from the December 30, 2014 minutes.

Acceptance of Bills

Approval of County Vouchers/Warrants, Monthly Reports and Bonds

Commissioner Kolb moved to approve the county vouchers/warrants, monthly reports and the bonds. Commissioner West seconded the motion. The motion carried.

WARRANT NO.s	PAYEE	DESCRIPTION	AMOUNT
	EMPLOYEES AND PAYROLL VENDORS	PAYROLL RUN	None
63169	AMAZON	EQUIP/OFF SUPPLIES/SUPPLIES	390.47
63170	BRIDGER VALLEY ELECTRIC ASSN	UTILITIES	170.33
63171	CENTURYLINK	PHONE	25.46
63172	CITY OF GREEN RIVER	PERMIT	5,000.00
63173	HOME DEPOT CREDIT SERVICES	SUPPLIES	784.78
63174	PAYMENT REMITTANCE CENTER - 3009	PARTS	130.98
63175	PAYMENT REMITTANCE CENTER - 2038	TRAVEL	60.00
63176	PAYMENT REMITTANCE CENTER - 3438	TRAVEL/REGISTRATION/ SUBSCRIPTION/AD	4,720.75
63177	PAYMENT REMITTANCE CENTER - 2452	MEALS	108.83
63178	PAYMENT REMITTANCE CENTER - 2478	MEALS	70.56
63179	PAYMENT REMITTANCE CENTER - 2460	MEALS	268.10
63180	QUESTAR GAS	UTILITIES	9,874.96
63181	ROCKY MTN POWER	UTILITIES	2,773.35
63182	SATCOM GLOBAL INC	SIM CARDS	136.32
63183	VERIZON WIRELESS	BROADBAND	1,272.01
63184	WALMART COMMUNITY/RFCSELLC-PURCHASING	SUPPLIES	75.84
63185	WEST SIDE WATER & SEWER DISTRICT	UTILITIES	2,199.50
63186	WEX BANK	FUEL	4,143.24
63187	WYOMING DEPT OF WORKFORCE SERVICES	WORKER'S COMP	23,538.88
63188	WYOMING WASTE SERVICES - ROCK	UTILITIES	482.76
63189	DIRECTV	TV'S	55.99
63190	PAYMENT REMITTANCE CENTER - 7081	MEALS	43.56
63191	QUESTAR GAS	UTILITIES	2,786.07
63192	ROCKY MTN POWER	UTILITIES	5,648.90
63193	SIMPLESIGNAL INC	PHONE BILL	2,560.99
63194	THE MASTER'S TOUCH LLC	POSTAGE	1,118.72
63195	CENTURYLINK	PHONE BILL	201.34
63196	ROCKY MTN POWER	UTILITIES	9,850.74
63197	UNION TELEPHONE COMPANY INC	PHONE	42.78
63198	VERIZON WIRELESS	BROADBAND	1,308.53
63199	WELLS FARGO	TRAVEL/SUPPLIES/SUBSCRIPTION	1,478.78
63200	A & D OILFIELD DOZERS INC	ROAD WORK	132,626.05
63201	ACCESSDATA GROUP INC	LICENSE	2,684.64
63202	ACCREDITATION AUDIT & RISK MGMNT SECURITY	PROGRAM	530.00
63203	ACE HARDWARE	SUPPLIES	121.56
63204	ACE HARDWARE #11263-C	SUPPLIES	318.93
63205	AIRGAS USA LLC	RENT	23.83
63206	ALLEN, CHERYL	MILEAGE	147.84
63207	ALPINE PURE BOTTLED WATER	RENTAL/WATER	100.00
63208	AMERICAN PLANNING ASSOCIATION	DUES	504.00
63209	APPLIED CONCEPTS INC	EQUIPMENT	9,267.50
63210	AUTOSPA INC	WASH	28.30
63211	BATTERY SYSTEMS	BATTERIES	453.51
63212	BENJAMIN FOODS LLC	INMATE FOOD	3,931.09
63213	BENNETT PAINT & GLASS	PAINT	42.97
63214	BI	MONITORING	255.36
63215	BLUE TARP FINANCIAL INC	SPREADER	379.98
63216	BOB BARKER COMPANY INC	INMATE CLOTHING	1,300.24
63217	BOOKCLIFF SALES INC	PARTS	21.38

63218	BROADWAY MEDIA KMER	AD	500.00
63219	C & J ENTERPRISES	RENT	2,352.00
63220	CAPITAL BUSINESS SYSTEMS INC	CONTRACT	1,713.71
63221	CARQUEST AUTO PARTS	SUPPLIES	899.94
63222	CARRIER CORPORATION	MAINTENANCE	2,228.42
63223	CASTILLON D.D.S., A. BRYCE	INMATE MEDICAL	1,976.00
63224	CASTLE ROCK HOSPITAL DISTRICT	BUDGET ALLOCATION	8,333.33
63225	CIGNA	PREMIUMS	13,951.71
63226	CITY OF GREEN RIVER	RENT	600.00
63227	CITY OF ROCK SPRINGS	RENT	1,317.22
63228	CODALE ELECTRIC SUPPLY INC	PART	10.67
63229	COMMUNICATION TECHNOLOGIES INC	RENT	378.94
63230	COPIER & SUPPLY CO INC	MAINTENANCE	2,067.97
63231	D & L EXCAVATION INC	REPAIRS	1,426.00
63232	DEDENBACH, MARC T	TRAVEL	224.46
63233	DELL MARKETING L P	SUPPLIES	1,376.47
63234	DEPARTMENT OF TRANSPORTATION	PLATES	9.00
63235	DEPT OF ENVIRONMENTAL QUALITY	FEES	400.00
63236	DIGITAL-ALLY INC	EQUIPMENT	20,125.00
63237	DIVIS, DAVID S	POSTAGE	5.75
63238	DIVISION OF CRIMINAL INVESTIGATION	FINGERPRINT CARD	45.00
63239	ELECTION SYSTEMS & SOFTWARE INC	SUPPLIES	917.59
63240	ELECTRICAL CONNECTIONS INC	INSTALLATION	751.41
63241	ESQUIBEL, SYLVIA	SUPPLIES	171.14
63242	F B MCFADDEN WHOLESALE COMPANY	SUPPLIES	1,490.84
63243	F B MCFADDEN WHOLESALE COMPANY	COMMISSARY	5,363.45
63244	FASTENAL COMPANY	SUPPLIES	33.42
63245	FEDERAL PUBLISHING LIMITED INC	JOURNAL	298.50
63246	FREMONT MOTOR ROCK SPRINGS INC	PARTS/REPAIR	171.98
63247	G & K SERVICES	SERVICES	146.26
63248	GOLDEN HOUR SENIOR CITIZENS CENTER	BUDGET ALLOCATION	22,500.00
63249	GOVCONNECTION INC	OFFICE SUPPLIES	1,418.00
63250	GRAINGER	SUPPLIES	56.38
63251	HAMM-HILLS, LAURA J	TRANSCRIPTION	2,063.75
63252	HAMPTON INN AND SUITES - PINEDALE	LODGING	117.00
63253	HOMAX OIL SALES INC	DIESEL	21,594.34
63254	HORIZON LABORATORY LLC	AUTOPSY	132.00
63255	INBERG-MILLER ENGINEERS	INSPECTION	6,835.15
63256	INDUSTRIAL HOIST AND CRANE	INSPECTION	171.38
63257	INDUSTRIAL SOLUTIONS INC	FEES	852.00
63258	INDUSTRIAL SUPPLY	SUPPLIES	37.65
63259	J & S SOLAR PRODUCTS	MAINTENANCE	275.00
63260	JACK'S TRUCK & EQUIPMENT	PARTS	1,278.96
63261	JENNY SERVICE CO	COMMISSARY	1,892.81
63262	JME FIRE PROTECTION INC	INSPECTION	2,179.50
63263	JOHNSON, WALLY J	MILEAGE	340.48
63264	KEMMERER GAZETTE	AD	80.00
63265	KROGER - SMITH'S CUSTOMER CHARGES	SUPPLIES	64.42
63266	LEWIS AND LEWIS INC	ROAD WORK	30,012.59
63267	LEXISNEXIS RISK DATA MANAGEMENT INC	CHARGES	288.40
63268	LITTLE AMERICA - CHEYENNE	TRAVEL	226.00
63269	MARCHAL, KRISENA	MEAL/MILEAGE	72.90
63270	MATHEY LAW OFFICE - ASSIGNEE	FEES	3,550.00
63271	MATTHEW BENDER & CO INC	BOOK	152.43
63272	MCKEE FOODS CORPORATION	INMATE FOOD	1,081.84
63273	MEADOW GOLD DAIRIES SLC	INMATE FOOD	1,342.96
63274	MED-TECH RESOURCE INC	BATTERIES	540.86
63275	MEMORIAL HOSPITAL OF SWEETWATER CO	TITLE 25/INMATE MED/TESTING	154,175.24
63276	MOODY, PATRICIA ANN	FEE	30.00
63277	MOORE MEDICAL, LLC	SUPPLIES	184.59
63278	MOUNTAINLAND SUPPLY COMPANY	PARTS	1,237.66
63279	NADA GUIDES	SUBSCRIPTION	178.00
63280	NAPA AUTO PARTS UNLIMITED	SUPPLIES	261.54
63281	NATIONAL MEDICAL SERVICES INC	ANALYSIS	149.00
63282	NEOPOST NORTHWEST	SUPPLIES	232.80
63283	NEW FRONTIER IMAGING LLC	INMATE MEDICAL	139.00
63284	NICHOLAS & COMPANY	INMATE FOOD	2,680.81
63285	NUTECH SPECIALTIES INC	SUPPLIES/RETURN	1,050.60
63286	ONE TIME VENDOR (RS NEWSPAPERS INC)	ADS	335.19
63287	PACIFIC STEEL & RECYCLING	MATERIALS	68.64
63288	PINEDA, BOBBY WAYNE	FEES	4,550.00
63289	PINEDALE ROUNDUP ROUGHNECK	AD	200.00
63290	PLAINS TIRE CO	SERVICE	69.12
63291	PM AUTOGLASS INC	WINDSHIELD	390.00
63292	PROFESSIONAL SYSTEMS TECHNOLOGY INC	INSTALLATION	5,009.00
63293	PROGRESSIVE MICROTECHNOLOGY INC	CONTRACT	495.00
63294	QUILL CORPORATION	OFFICE SUPPLIES	371.47
63295	REAL KLEEN INC	SUPPLIES	1,081.95
63296	RED HORSE OIL COMPANY INC	SUPPLIES	880.00
63297	REDENTE, GARY	MILEAGE	96.32
63298	RFM SEATING	CHAIRS	5,376.00
63299	ROCK SPRINGS CHAMBER OF COMMERCE	DUES	350.00
63300	ROCK SPRINGS NEWSPAPERS INC	SUBSCRIPTION	150.00
63301	ROCK SPRINGS WINNELSON CO	PARTS	37.19
63302	ROCKY MOUNTAIN WASH, LLC	WASH	13.00
63303	SANDERS, TRAVIS R.	TRAVEL	185.99
63304	SECRETARY OF STATE	NOTARY	30.00
63305	SHOPKO HOMETOWN - PHARMACY	INMATE RX	1,988.44
63306	SPECIALTY RETAIL SHOPS HOLDING CORPORATION	SUPPLIES	69.96
63307	SIX STATES DISTRIBUTORS INC	PARTS	350.14

63308	SKAGGS COMPANIES INC	UNIFORMS	2,383.60
63309	SKORCZ ENTERPRISES INC	FERTILIZE	10,000.00
63310	SLAUGHTER, ROBERT D	MILEAGE	40.32
63311	SMYTH PRINTING INC	OFFICE SUPPLIES	1,089.00
63312	SOURCE OFFICE & TECHNOLOGY	OFFICE SUPPLIES	33.25
63313	SOUTHWEST COUNSELING SERVICE	EVALUATION	146.00
63314	SPECIALIZED PATHOLOGY CONSULTANTS PC	AUTOPSIES	2,080.00
63315	SPRINGHILL SUITES BY MARRIOTT	LODGING	89.00
63316	STAFFORD, NANCY	MILEAGE	398.72
63317	STAPLES ADVANTAGE - DEPT LA	OFFICE SUPPLIES	54.72
63318	STERLING COMMUNICATIONS & ELECTRONICS	RENTAL	800.00
63319	SUBLETTE COUNTY CHAMBER OF COMMERCE	DUES	260.00
63320	SWCO CONSERVATION DISTRICT	BUDGET ALLOCATION	19,517.76
63321	SWEETWATER CO SCHOOL DISTRICT #1	GRANT EXPENSES	3,629.97
63322	SWEETWATER FAMILY RESOURCE CENTER	BUDGET ALLOCATION	5,640.33
63323	SWEETWATER TROPHIES	PLAQUES/SIGNS/SHIPPING	249.96
63324	SWICK'S MATCO TOOLS	TOOLS	27.40
63325	SWISHER HYGIENE	SUPPLIES	1,290.26
63326	TEGELER & ASSOCIATES	BONDS/INSURANCE	5,020.18
63327	THE MASTER'S TOUCH LLC	MAILINGS	1,226.41
63328	THE RADAR SHOP INC	SERVICE	215.46
63329	THE SHERWIN-WILLIAMS CO	PAINT	465.92
63330	THE TIRE DEN INC	TIRES/LABOR	3,364.58
63331	THE UPS STORE - #3042	SHIPPING	379.65
63332	THOMSON REUTERS-WEST PAYMENT CENTER	SUBSCRIPTIONS	9,958.22
63333	TRUSTED NETWORK SOLUTIONS INC	MAINTENANCE	56,961.96
63334	TYLER TECHNOLOGIES INC	FORMS/TRAINING	8,462.50
63335	U S FOODS INC	INMATE FOOD	3,657.74
63336	UNITED SITE SERVICES	RESTROOM SERVICES	892.00
63337	VAUGHN'S PLUMBING & HEATING	MATERIAL/LABOR	3,575.02
63338	VIRS	BUDGET ALLOCATION	17,983.77
63339	WHISLER CHEVROLET COMPANY	PARTS	592.84
63340	WHITE MOUNTAIN LUMBER & RENTAL	RENTAL	231.00
63341	WILKERSON IV MD PC, JAMES A	AUTOPSIES	2,080.00
63342	WIMACTEL INC	PAYPHONE	70.00
63343	WYOMING BEHAVIORAL INSTITUTE	INVOLUNTARY HOLD	685.00
63344	WYOMING DEPT OF TRANSPORTATION	PERU BRIDGE	114.61
63345	WYOMING LAW ENFORCEMENT ACADEMY	TRAINING	100.00
63346	WYOMING MACHINERY COMPANY	PARTS	916.56
63347	WYOMING PATHOLOGY INC	AUTOPSY	1,200.00
63348	WYOMING STATE FORESTRY DIVISION	SUPPLIES	109.61
63349	WYOMING TAXPAYERS ASSOCIATION	DUES	195.00
63350	WYOMING WORK WAREHOUSE	CLOTHING	199.98
63351	YOUNG AT HEART CENTER	GRANT EXPENSES	3,079.00
63352	YOUTH HOME INC	BUDGET ALLOCATION	16,750.00
63353	YWCA OF SWEETWATER COUNTY	BUDGET ALLOCATION	33,090.00
		GRAND TOTAL:	804,227.63

The following bonds were placed on file:

County Commissioners

Wally J. Johnson	\$ 5,000.00
John K. Kolb	\$ 5,000.00
Don Van Matre	\$ 5,000.00
Randal M. Wendling	\$ 5,000.00
Reid O. West	\$ 5,000.00

County Clerk

Steven Dale Davis	\$ 5,000.00
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County Coroner

Dale S. Majhanovich	\$ 5,000.00
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County Treasurer

Robert D. Slaughter	\$ 100,000.00
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County Assessor

Pat Drinkle	\$ 10,000.00
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Clerk of District Court

Donna Lee Bobak	\$ 50,000.00
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Richard Baxter	WWCC, Treasurer	\$ 50,000.00
John Malone	SWCO School District No. 2, Rec Board, Treasurer	\$100,000.00
Bobbie Amos	High Desert Rural Healthcare District, Trustee	\$ 5,000.00
Craig Lee Staker	High Desert Rural Healthcare District, Trustee	\$ 5,000.00
Sheri Lyon	High Desert Rural Healthcare District, Trustee	\$ 5,000.00
Jacquelyn Lochhead Angle	High Desert Rural Healthcare District, Trustee	\$ 5,000.00
Emma D. Waldner	High Desert Rural Healthcare District, Trustee	\$ 5,000.00
Steve Latham	North Sweetwater Water & Sewer District, Treasurer	\$ 1,000.00
Dawn Mansir	Town of Granger, Town Clerk	\$ 10,000.00

Commissioner Comments/Reports

Chairman Johnson

Chairman Johnson welcomed Commissioner Wendling. Chairman Johnson explained that he had been out of town and had nothing new to report.

Commissioner Van Matre

Commissioner Van Matre reported that he visited with VSO Director Larry Levitt and IT Director Tim Knight.

Commissioner West

Commissioner West reported that he attended a meeting held at the Health and Human Services Building and provided an update on the building as well as updates on the Rock Springs CDC Building, Green River Library, and the Judicial Planning project. Commissioner West reported that he attended the County Commissioners special meeting on December 30, 2014, the swearing-in ceremony, and the Judicial Committee meeting. Commissioner West addressed the Affordable Care Act relative to fees associated with the Transitional Reinsurance Program. Commissioner West discussed Governor Mead's proposal regarding the industrial complex noting that South West Wyoming could be a potential location. Discussion ensued relative to Sweetwater County assisting in funding as well as spearheading the efforts with the assistance of the Rock Springs Chamber of Commerce. Rock Springs Chamber Enterprise Committee member Don Hartley was present and recommended that the commission host a workshop and/or give the committee time to meet with Land Use Specialist Mark Kot to review data that he has compiled. Following further discussion, the commission concurred to hold a workshop and to draft a letter/resolution to Governor Mead expressing their support for the industrial complex.

Commissioner Kolb

Commissioner Kolb reported that he attended the Events Complex board meeting, the swearing-in ceremony, and the courthouse security meeting. Commissioner Kolb discussed the options presented to the courthouse security committee and explained that the committee proposed to move the circuit courts to the jail. Following discussion, it was expressed that the committee will simply make recommendations to bring before the Board of County Commissioners for final decisions. Commissioner Kolb expressed his displeasure to the Rocket Miner and stated that an oversight on making a motion does not make a disingenuous board. Lastly, Commissioner Kolb noted that he spoke with County Treasurer Robb Slaughter, Land Use Director Eric Bingham, Accounting Manager Bonnie Phillips, Assessor Pat Drinkle, and County Clerk Dale Davis.

Chairman Johnson complimented Green River Star reporter David Martin on the article that he wrote regarding the EPA.

Commissioner Wendling

Commissioner Wendling reported that he attended the swearing in-ceremony and expressed that he is looking forward to working with the commission. Commissioner Wendling further reported that he attended the Pulse of SW Wyoming meeting.

County Resident Concerns

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

Break

Chairman Johnson called for a break.

Action/Presentation Items

Sweetwater County Events Complex Board Update

The Sweetwater County Events Complex Board Chairman Kent McCann and Board members Bill Valdez, Faith Harris, Charlie Barnum, Rob Zotti, and Roger Torgersen provided an update to the commission regarding the schedule of events. The commission addressed events, the 4-H Club, profit and loss statements and the raise given to Director Larry Lloyd. The commission expressed their appreciation to each board member for their volunteerism.

Chairman Johnson entertained a motion to enter into executive session. *Commissioner Kolb so moved. Commissioner Wendling seconded the motion.* The motion carried.

After coming out of executive session, Chairman Johnson explained that personnel issues were discussed and no action was required.

Break

Chairman Johnson called for a break.

Newspaper Designee

Following discussion, *Commissioner Kolb moved to have the newspaper of record be the Rocket Miner. Commissioner Wendling seconded the motion.* The motion carried.

Board Appointment- Weed and Pest (4 Year Term)

Following discussion, *Commissioner West moved to re-appoint Travis Baker, Gordon Johnson and Randy Laughter. Commissioner Van Matre seconded the motion.* The motion carried.

Board Appointment- Recreation Board (to fill an unexpired term through 7-1-15)

Following discussion, *Commissioner West moved to appoint Tim Sheehan. Commissioner Kolb seconded the motion.* The motion carried.

Sweetwater County Recreation Board Update

Sweetwater County Recreation Board President Keaton West updated the commission on the Trap Club explaining that an agreement has been signed and they are moving forward with the operation of the club.

Mr. West presented the Recreation and Public Purpose (R&PP) renewal for the shooting range complex. Following discussion, *Commissioner Kolb moved to approve the Recreation and Public Purpose lease between the Sweetwater County Board of County Commissioners for the benefit of the Recreation Board, subject to the approval of our legal counsel, and authorize the Chairman to sign. Commissioner West seconded the motion.* The motion carried.

Mr. West presented wording for the commissioner's consideration regarding a plaque in recognition of the grant funding awarded by the NRA Foundation for the purchase of Pat Traps and Canterbury Voice Release Systems and requested approval for the wording on the plaque. *Commissioner West moved to approve the language on the plaque that the Recreation Board intends on putting up in recognition of the NRA Foundation grant. Commissioner Kolb seconded the motion.* The motion carried.

Mr. West provided further updates on the Cross Roads Playground upgrades, ADA improvements made to the shooting range, and archery range updates. Mr. West explained that the Recreation Board is in the process of filling the superintendent position. Discussion ensued regarding the option of leasing the Fire Hole Campground.

Proclamation Supporting National Mentoring Month

YWCA Program Director Melinda Baas presented the National Mentoring Month Proclamation. Commissioner Van Matre read the proclamation aloud. Chairman Johnson entertained a motion to approve the National Mentoring Month Proclamation. *Commissioner Van Matre so moved. Commissioner West seconded the motion.* The motion carried.

NATIONAL MENTORING MONTH PROCLAMATION

Whereas, the Sweetwater County Commissioners believe that all young people deserve the opportunity to achieve success in their lives; and

Whereas, we community leaders recognize the value that mentors play in the lives of young people through their support, guidance and friendship; and

Whereas, the YWCA Big Brothers Big Sisters Program gives adults an opportunity to do their part to support youth in Sweetwater County with long-term quality mentoring that is proven to help them as they grow-up; and

Whereas, the Sweetwater County Commissioners encourage all adults to play a role through volunteering, financial support or advocacy about the benefits of mentoring; and

Whereas, we ask everyone to take time this month to say a word of thanks to those who made a difference in their own lives; and

Whereas, in Sweetwater County, Wyoming there are many young people who would benefit from the mentoring movement;

NOW THEREFORE, WE, the Board of County Commissioners in and for Sweetwater County, Wyoming so do hereby proclaim the month of January 2015 as

National Mentoring Month

In Sweetwater County, Wyoming, and call upon all citizens, businesses, public and private agencies, religious and educational institutions, to join the mentoring movement and to be a part of the YWCA Big Brothers Big Sisters Program.

THE BOARD OF COUNTY COMMISSIONERS
OF SWEETWATER COUNTY, WYOMING

Wally J. Johnson, Chairman

John K. Kolb, Member

Don Van Matre, Member

ATTEST:

Randal M. Wendling, Member

Approval to Re-Staff two Vacant Positions in the County Attorney’s Office

Human Resource Director Garry McLean and County Attorney Dan Erramouspe requested authorization to re-staff two vacancies in the county attorney’s office. Following discussion, Chairman Johnson entertained a motion to approve the request. *Commissioner Kolb so moved. Commissioner Wendling seconded the motion.* The motion carried.

Letter of Support for Mental Health and Substance Abuse Application for Services and Regional Services

Commissioner West explained that Southwest Counseling Service Director Linda Acker requested a letter of support for mental health and substance abuse application for services and regional services. *Commissioner West moved to approve and authorize the Chairman to sign the letter of support. Commissioner Van Matre seconded the motion.* The motion carried.

Approval of Health Insurance Amendment

Human Resource Director Garry McLean presented the health insurance conversion policy amendment. Following discussion, *Commissioner West moved to approve amendment two to the Sweetwater County health benefit summary plan description and authorize the Chairman to sign. Commissioner Wendling seconded the motion.* The motion carried.

Executive Session(s)-Personnel/Legal

Chairman Johnson entertained a motion to enter into executive session for legal and personnel. *Commissioner Van Matre so moved. Commissioner West seconded the motion.* The motion carried. A quorum of the commission was present.

After coming out of executive session, Chairman Johnson explained that personnel issues were addressed and no action was required.

Chairman Johnson explained that litigation issues were addressed that require action to be taken. *Commissioner Kolb moved to have counsel pursue a 2/3rds settlement on a subrogation claim. Commissioner Van Matre seconded the motion.* The motion carried.

Adjourn

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

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

THE BOARD OF COUNTY COMMISSIONERS
OF SWEETWATER COUNTY, WYOMING

Wally J. Johnson, Chairman

John K. Kolb, Member

Don Van Matre, Member

Randal M. Wendling, Member

Reid O. West, Member

ATTEST:

Steven Dale Davis, County Clerk

	DATE	AMOUNT	WARRANT #'S
EAL	1/9/2015	710,795.14	
EAL	1/16/2015	36,405.33	
EAL	1/20/2015	501,499.73	
EAL			
EAL			
EAL			

Payroll Run	1,408,370.86	Payroll:	Check #	Advice #
Payroll Run			63354-63392	13014-13267
Payroll Run				

TOTAL AMOUNT \$2,657,071.06

Vouchers in the above amount are hereby approved and ordered paid this date of 01/20/2015

Wally J. Johnson, County Commissioner

John K. Kolb, County Commissioner

Don Van Matre, County Commissioner

Randal M. Wendling, County Commissioner

Attest:

County Clerk

Reid O. West, County Commissioner

Authorization for Monthly Reports
1-20-15

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

THE BOARD OF COUNTY COMMISSIONERS
FOR SWEETWATER COUNTY, WYOMING

Wally J. Johnson, Chairman

John K. Kolb, Member

Attest:

Donald Van Matre, Member

Randal M. Wendling, Member

Steven Dale Davis, County Clerk

Reid O. West, Member

MONTHLY STATEMENT

Statement of the Earnings of Collections of STEVEN DALE DAVIS COUNTY CLERK within and for the County of Sweetwater, State of Wyoming, for the month ending December 2014 and reported to the Board of County Commissioners of said County.

COUNTY CLERK		
Recording Fees	13,431.00	
Marriage Licenses	990.00	
Chattel Mortgages	11,522.00	
Motor Certificates of Title (1285 /TITLES)	19,275.00	17,990.00
Sale of County Property	-	
Miscellaneous Receipts	1,988.75	
Total Receipts		47,206.75
	Abandoned Vehicle	(1,285.00)
		45,921.75

STATE OF WYOMING)
) ss.
 COUNTY OF SWEETWATER)

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

Witness my hand and seal this 05 day of January 2015



/s/ Steven Dale Davis COUNTY CLERK

Donna Wardell DEPUTY

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

Chairman

Commissioner

Commissioner

Authorization for Bonds
1-20-15

Joyce Corcoran	SWCO School District #1, Treasurer	\$100,000.00
Sandee Gunter	Castle Rock Hospital District, Chairman	\$ 10,000.00
Norman D. Johnson	Reliance Fire District, Treasurer	\$ 5,000.00
Mike Lowell	Sweetwater County, Sheriff	\$ 10,000.00
John Malone	SWCO Scholl District #2	\$100,000.00
Rickey Rockey	SWCO Recreation Board, Treasurer	\$ 10,000.00
Daniel Stanton	Castle Rock Hospital District, Treasurer	\$ 10,000.00

THE BOARD OF COUNTY COMMISSIONERS
FOR SWEETWATER COUNTY, WYOMING

Wally J. Johnson, Chairman

Gary Bailiff, Member

John K. Kolb, Member

Attest:

Donald Van Matre, Member

Steven Dale Davis, County Clerk

Reid O. West, Member

Wyoming



Western Surety Company

OFFICIAL BOND AND OATH

KNOW ALL PERSONS BY THESE PRESENTS:

BOND No. OFF. 55030518

That we Joyce Corcoran 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 Sweetwater County School District No. 1, the State of Wyoming, in the penal sum of One Hundred Thousand Dollars & no/100----- DOLLARS (\$ 100,000.00),
(NOT VALID IF FILLED IN FOR MORE THAN \$100,000.00)

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 5th day of January, 2015

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was duly Appointed Elected to the office of Treasurer in the Sweetwater County School District No. 1, and State aforesaid for the term beginning January 5, 2015, and ending January 5, 2016.

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

Joyce Corcoran
Principal
WESTERN SURETY COMPANY
By Paul T. Bruflat
Paul T. Bruflat, Vice President

ACKNOWLEDGMENT OF SURETY

STATE OF SOUTH DAKOTA }
 County of Minnehaha } ss (Corporate Officer)

On this 5th day of January, 2015, before me, appeared Paul T. Bruflat

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



My Commission Expires March 2, 2020

M. Bent
Notary Public

Western Surety Company
 1-605-336-0850

OATH OF OFFICE

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

Joyce Corcoran

State of Wyoming

County of Sweetwater } 88

This Oath of Office was subscribed and sworn to before me by Joyce Corcoran on this 7th day of January, 2015

My commission expires: 4/17/2018

TONETTE M. WEST - NOTARY PUBLIC
COUNTY OF SWEETWATER
STATE OF WYOMING
MY COMMISSION EXPIRES 4/17/2018

Tonette M. West
Notary Public, Wyoming

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF WYOMING

County of Sweetwater } 88

On this 7th day of January, 2015, before me, personally

appeared Joyce Corcoran, to me known to be the person described in and who executed the foregoing instrument as Principal, and acknowledged that

the same was executed as _____ free act and deed.

My Commission expires

April 17 2018

Tonette M. West

Notary Public, Wyoming

TONETTE M. WEST - NOTARY PUBLIC
COUNTY OF SWEETWATER
STATE OF WYOMING
MY COMMISSION EXPIRES 4/17/2018

Wyoming



Western Surety Company

OFFICIAL BOND AND OATH

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 61586126

That we Sandee Gunter

of Green River, 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 Castle Rock Special Hospital District, 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 5th day of December, 2014.

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

in the Castle Rock Special Hospital District,

and State aforesaid for the term beginning January 6, 2015, and ending

January 6, 2016.

NOW THEREFORE, If the above bounden Principal and his deputies shall faithfully, honestly and impartially perform all the duties of his said office of Chairman 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.



Sandee Gunter
Principal

WESTERN SURETY COMPANY

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

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA }
County of Minnehaha } ss

On this 5th day of December, 2014, before me, appeared

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

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

S. Petrik
Notary Public

OATH OF OFFICE

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

Michelle Gustafson
State of Wyoming }
County of Sweetwater } ss

This Oath of Office was subscribed and sworn to before me by Sandee Gustafson on this 7th day of January, 2015
My commission expires: 1-9-2017

Kathleen A. Owens
Notary Public, Wyoming
KATHLEEN A. OWENS - NOTARY PUBLIC
County of Sweetwater State of Wyoming
My Commission Expires 1-9-2017

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF WYOMING }
County of Sweetwater } ss

On this 29 day of December, 2014, before me, personally appeared.

Sandee Gustafson, to me known to be the person described in and who executed the foregoing instrument as Principal, and acknowledged that the same was executed as free act and deed.

My commission expires

January 9, 2017

KATHLEEN A. OWENS - NOTARY PUBLIC
County of Sweetwater State of Wyoming
My Commission Expires 1-9-2017

Kathleen A. Owens
Notary Public, Wyoming

Wyoming



Western Surety Company

OFFICIAL BOND AND OATH

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 52772254

That we Norman D. Johnson

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

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

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

Dated this 12th day of August, 2014.

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

in the Reliance Fire District

and State aforesaid for the term beginning December 1, 2014, and ending

December 1, 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 Treasurer as is or may be prescribed by law, and shall with all reasonable skill, diligence, good faith and honesty safely keep and be responsible for all funds coming into the hands of such officer by virtue of his office; and pay over without delay to the person or persons authorized by law to receive the same, all moneys which may come into his hands by virtue of his said office; and shall well and truly deliver to his successor in office, or such other person or persons as are authorized by law to receive the same, all moneys, books, papers and things of every kind and nature held by him as such officer, the above obligation shall be void, otherwise to remain in full force and effect.



Norm D Johnson
Principal

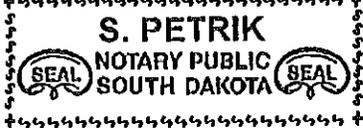
WESTERN SURETY COMPANY
By Paul T. Bruffat
Paul T. Bruffat, Senior Vice President

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA }
County of Minnehaha } ss

On this 12th day of August, 2014, before me, appeared

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



My Commission Expires August 11, 2016

S. Petrik
Notary Public

OATH OF OFFICE

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

[Signature]

State of Wyoming }
County of Sweetwater } ss

This Oath of Office was subscribed and sworn to before me by Norman O Johnson on this 4th day of December, 2014



[Signature]
Notary Public, Wyoming

ACKNOWLEDGMENT OF PRINCIPAL

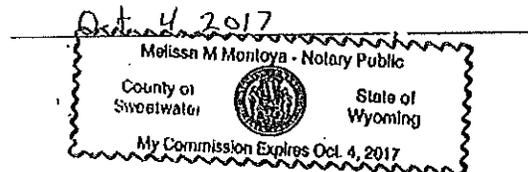
THE STATE OF WYOMING }
County of Sweetwater } ss

On this 4th day of December, 2014, before me, personally appeared

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

his free act and deed.

My commission expires



[Signature]
Notary Public, Wyoming

Wyoming



Western Surety Company

OFFICIAL BOND AND OATH

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 62256056

That we Mike Lowell

of Green River, 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 County of Sweetwater, 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 31st day of December, 2014.

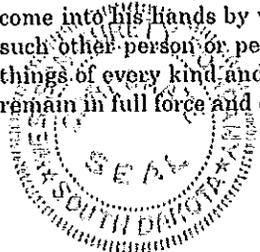
THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was duly Appointed Elected to the office of Sheriff

in the County of Sweetwater

and State aforesaid for the term beginning January 5th, 2015, and ending

January 5th, 2019.

NOW THEREFORE, If the above bounden Principal and his deputies shall faithfully, honestly and impartially perform all the duties of his said office of Sheriff 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.



Mike Lowell
Principal

WESTERN SURETY COMPANY

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

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA }
County of Minnehaha } ss

On this 31st day of December, 2014, before me, appeared

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



My Commission Expires August 11, 2016

S. Petrik
Notary Public

OATH OF OFFICE

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

Mike Lowell

State of Wyoming }
County of Sweetwater } ss

This Oath of Office was subscribed and sworn to before me by Mike Lowell
on this 9th day of January, 2015

My commission expires



Patricia Santhuff
Notary Public, Wyoming

ACKNOWLEDGMENT OF PRINCIPAL
County of Sweetwater } ss

On this 9th day of January, 2015, before me, personally appeared
Mike Lowell, to me known to be the person described in and who executed the foregoing instrument as Principal, and acknowledged that the same was executed as his free act and deed.

My commission expires

Dec. 4, 2018

Patricia Santhuff
Notary Public, Wyoming

COPY

Duplicate

Western Surety Company

OFFICIAL BOND AND OATH OF SCHOOL DISTRICT TREASURER

KNOW ALL PERSONS BY THESE Bond 55030515

That John Malone,
of Green River, Wyoming, as Principal, and WESTERN SURETY
a corporation duly licensed to do business in the State of Wyoming, as Surety, are held and firmly
unto Sweetwater County County School District #2 of the State of Wyoming, in the penal sum
One Hundred Thousand and 00/100 DOLLARS 100,000.00),
to which payment well and truly to be made, we bind ourselves and our legal representatives, jointly and
severally, firmly by these presents.

Dated 10th day of December, 2014.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above
Principal was on _____ day of _____, _____, duly elected to the office of
Treasurer in the Sweetwater County County School District #2, and State aforesaid, for the
beginning December 10, 2014, and ending December 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 Treasurer as is or may be prescribed by law, and shall
with all reasonable skill, diligence, good faith and honesty safely keep and be responsible for all funds
coming into the hands of such officer by virtue of his office; and pay over without delay to the person or
persons authorized by law to receive the same, all moneys which may come into his hands by virtue of his
said office; and shall well and truly deliver to his successor in office, or such other person or persons as are
authorized by law to receive the same, all moneys, books, papers and things of every kind and nature held
by him as such officer, the above obligation shall be void, otherwise to remain in full force and effect.



John Malone
Principal

WESTERN SURETY COMPAN

By Paul T. Bruffat
Paul T. Bruffat, Vice President

Wyoming



Western Surety Company

OFFICIAL BOND AND OATH

KNOW ALL PERSONS BY THESE PRESENTS:

BOND No. OFF. 55030516

That we Rickey L. Rockey 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 Sweetwater County Recreation Board, the State of Wyoming, in the penal sum of Ten Thousand & no/100 DOLLARS (\$ 10,000.00),
(NOT VALID IF FILLED IN FOR MORE THAN \$100,000.00)

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 17th day of December, 2014.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was duly Appointed Elected to the office of Treasurer in the Sweetwater County Recreation Board, and State aforesaid for the term beginning December 17, 2014, and ending December 17, 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 Treasurer as is or may be prescribed by law, and shall with all reasonable skill, diligence, good faith and honesty safely keep and be responsible for all funds coming into the hands of such officer by virtue of his office; and pay over without delay to the person or persons authorized by law to receive the same, all moneys which may come into his hands by virtue of his said office; and shall well and truly deliver to his successor in office, or such other person or persons as are authorized by law to receive the same, all moneys, books, papers and things of every kind and nature held by him as such officer, the above obligation shall be void, otherwise to remain in full force and effect.

Rickey L. Rockey

Principal

WESTERN SURETY COMPANY

By *Paul T. Bruflat*

Paul T. Bruflat, Vice President

ACKNOWLEDGMENT OF SURETY

STATE OF SOUTH DAKOTA }
County of Minnehaha } ss (Corporate Officer)

On this 17th day of December, 2014, before me, appeared Paul T. Bruflat

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



My Commission Expires March 2, 2020

M. Bent

Notary Public

OATH OF OFFICE

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

Rickey L. Rocky

State of Wyoming }
County of Sweetwater } ss

This Oath of Office was subscribed and sworn to before me by Rickey L. Rocky
on this 7th day of January, 2015

My commission expires: 2019

Pamela A. Moody
Notary Public, Wyoming



ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF WYOMING }
County of Sweetwater } ss

On this 7th day of January, 2015, before me, personally
appeared Rickey L. Rocky, to me known to be the
person described in and who executed the foregoing instrument as Principal, and acknowledged that
the same was executed as a free act and deed.

My Commission expires
Jan 12, 2019

Pamela A. Moody
Notary Public, Wyoming



Dale Davis - County Clerk

From: Gayle Abney
Sent: Monday, January 12, 2015 12:15 PM
To: Dale Davis - County Clerk
Subject: RE: Rickey Rockey Official Bond and Oath

Hi Dale,
Mr. Rockey was elected at the 12-17-14 board meeting by the board members.

Allan Wilson was the Secretary – Treasurer, but he resigned. So the board needed a secretary – treasurer.
Thanks,
Gayle

From: Dale Davis - County Clerk
Sent: Monday, January 12, 2015 12:14 PM
To: Gayle Abney
Cc: Dale Davis - County Clerk; Vickie Eastin
Subject: Rickey Rockey Official Bond and Oath

Gayle,

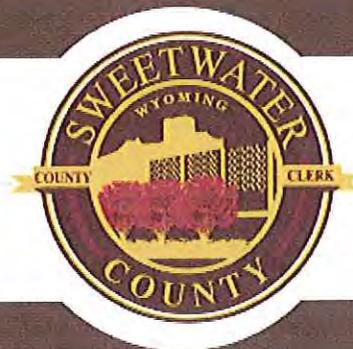
On Rickey's bond, it says he was elected? How was he elected? Was it by the board members?

Thank you

Dale Davis, CERA
County Clerk

80 West Flaming Gorge Way, Suite 150
Green River, WY 82935

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



Wyoming



Western Surety Company

OFFICIAL BOND AND OATH

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 71531070

That we Daniel Stanton

of Green River, 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 Castle Rock Special Hospital District, 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 12th day of December, 2014.

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

in the Castle Rock Special Hospital District

and State aforesaid for the term beginning January 6, 2015, and ending

January 6, 2016.

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



Daniel Stanton
Principal

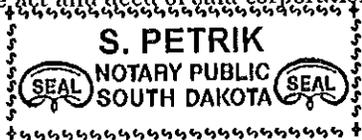
WESTERN SURETY COMPANY
By Paul T. Bruflat
Paul T. Bruflat, Senior Vice President

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA }
County of Minnehaha } ss

On this 12th day of December, 2014, before me, appeared

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



S. Petrik
Notary Public

OATH OF OFFICE

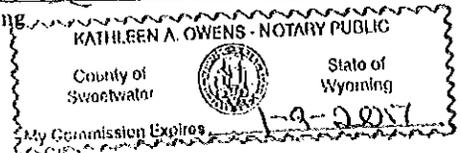
I do solemnly swear (or affirm) that I will support, obey and defend the constitution of the United States, and the constitution of the state of Wyoming; that I have not knowingly violated any law related to my election or appointment, or caused it to be done by others; and that I will discharge the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

Daniel Stanton

State of Wyoming }
County of Sweetwater } ss

This Oath of Office was subscribed and sworn to before me by Daniel Stanton
on this 7th day of January, 2015
My commission expires: 1-9-2017

Kathleen A. Owens
Notary Public, Wyoming



ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF WYOMING }
County of Sweetwater } ss

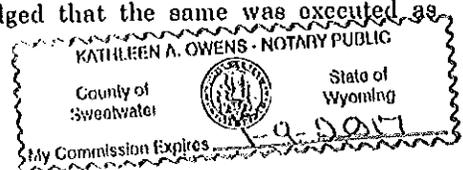
On this 29 day of December, 2014, before me, personally appeared

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

his free act and deed.

My commission expires

January 9, 2017



Kathleen A. Owens
Notary Public, Wyoming

BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

Requested Meeting Date: 1-6-15	Name & Title of Presenter: Commissioners
Department or Organization:	Contact Phone & E-mail:
Exact Wording for Agenda: Board and Department Liaison Appointments	Preference of Placement on Agenda & Amount of Time Requested for Presentation: 10 Min
Will there be Handouts? (If yes, include with meeting request form) Yes	Will handouts require SIGNATURES: No
Additional Information:	

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

Ex- Officio Boards & Liaisons- Appointed by BOCC Chair

<u>Boards</u>	<u>Current Liaison</u>	<u>New Liaison</u>
Airport	John Kolb	
Ambulance Service	Gary Bailiff	
Events Complex	John Kolb	
Health Board	Reid West	
Library	Gary Bailiff	
Memorial Hospital	Reid West	
Mental Health/SW Counseling	Reid West	
Museum	Don Van Matre	
Parks & Recreation	Gary Bailiff	
Star Transit Authority	Gary Bailiff	
Tri-Partite	Gary Bailiff	

Committee's NOT APPOINTED BY COMMISSION

<u>Committee</u>	<u>Current Liaison</u>	<u>New Liaison</u>
SW Wrap	Don Van Matre	
LEPC	Gary Bailiff	
Communities Protecting the Green	John Kolb	

Non Elected Offices/Departments

<u>Department</u>	<u>Current Liaison</u>	<u>New Liaison</u>
Fire Warden	Gary Bailiff	
Veteran Services	Don Van Matre	
Public Works	John Kolb	
Engineering	Gary Bailiff	
Road & Bridge	Gary Bailiff	
Public Lands	Wally Johnson	
Planning & Zoning	John Kolb	
Facilities	Reid West	
Purchasing	Wally Johnson	
Grants	Don Van Matre	
Juvenile Probation	Don Van Matre	
Human Resources	Wally Johnson	
I/T	Don Van Matre	
Environmental Health	Reid West	
Golden Hour Senior Centers	Don Van Matre	

BOARD OF COUNTY COMMISSIONERS



- o WALLY J. JOHNSON, CHAIRMAN
- o JOHN K. KOLB, COMMISSIONER
- o RANDAL M. WENDLING, COMMISSIONER
- o REID WEST, COMMISSIONER
- o DON VAN MATRE, COMMISSIONER

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

January 7, 2015

To whom it may concern:

Your agency participates on the Rock Springs Area Ambulance Service Board by providing a representative to serve on that board. We sincerely appreciate your participation over the last few years, and believe great strides have been made in improving ambulance service, protocols, and oversight. The overall feedback that we have received has been very positive since its creation.

A number of members have now left this board due to elections or personal reasons. It is our understanding that the only standing members left are:

1. Scott Kitchner (Fire District #1)
2. Jerry Klein (Memorial Hospital of Sweetwater County)
3. Ron Noble (At Large Appointment)

The positions that are presently unfilled and require appointments are:

1. Rock Springs Police Chief (formally filled by Mike Lowell)
2. Rock Springs Fire Chief (formally filled by Lyle Armstrong- Co-Chair) - Rock Springs to fill the Fire Chief position soon.
3. WY Highway Patrol (formally filled by Scott Keane- Co-Chair)
4. Sweetwater County Sheriff (formally filled by Richard Haskell)

Liaison's that require appointment:

1. City of Rock Springs Mayor (formally filled by Billy Shalata)
2. Sweetwater County Commission (formally filled by Gary Bailiff)

Other:

1. Cindy Nelson- Administrative Assistant to the Ambulance Board
307-352-8412
cnelson@sweetwatermemorial.com
2. Dr. Christain Theodosis- Medical Director for Sweetwater Medics
christaintheodosis@gmail.com



BOARD OF COUNTY COMMISSIONERS

SWEETWATER
C·O·U·N·T·Y

- o WALLY J. JOHNSON, CHAIRMAN
- o JOHN K. KOLB, COMMISSIONER
- o RANDAL M. WENDLING, COMMISSIONER
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If you would please advise who you wish to serve in these capacities, the Board of County Commissioners (BOCC) will formally appoint them at our next meeting scheduled on January 20, 2015. Please forward this information by January 14, 2014, to the BOCC as follows:

Sally Shoemaker- Administrative Assistant to the BOCC
307-872-3897
shoemakers@sweet.wy.us
80 W Flaming Gorge Way, Suite 109
Green River, WY 82935

The next scheduled meeting of the Ambulance Service Board is scheduled for January 28, 2015, at 8:30 a.m. at the Fire District #1 Headquarters in Rock Springs. There is a somewhat pressing issue regarding Wamsutter Ambulance needing Sweetwater Medics to provide coverage for them for a period of time. This requires some vetting, so we are hopeful that we can have this board seated by that time.

Attached is the original letter that went out when this board was first created, which gives some background and intent as well as the emergency medical and ambulance services contract. Please call if there are any questions or concerns. We appreciate your help and participation.

Sincerely,

P.P. Sally Shoemaker

Reid O. West,
Sweetwater County Commissioner
307-705-1442
westr@sweet.wy.us

cc:
Sweetwater County Board of County Commissioners
Scott Kitchner- skitchner@fd1fire.com
Mike Lowell- lowellm@sweet.wy.us
Dwane Pacheco- dwane_pacheco@rswy.net
James Thomas- 3200 Elk Street- Rock Springs, WY 82901
Jerry Klein- gklein@sweetwatermemorial.com
Ron Noble- rnoble@wyoming.com
Cindy Nelson- cnelson@sweetwatermemorial.com
Dr. Christain Theodosis- christaintheodosis@gmail.com
Ron Gatti- captainron@wyoming.com
Mayor Demshar- carl_demshar@rswy.net



BOARD OF COUNTY COMMISSIONERS

SWEETWATER
C·O·U·N·T·Y

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

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

December 18, 2012

Dear All,

The Sweetwater Board of County Commissioners (BOCC) would appreciate you, or a representative of your agency, to serve on a newly formed Ambulance Service Board – Rock Springs Area.

Ambulance service in the Rock Springs area has been provided by private ambulance companies for many years (see map attached). It has at times been heavily subsidized by the county. A few years ago the county started weaning itself from providing any subsidy. When a subsidy was provided, there was a contract between the county and the provider, and when no subsidy was provided, no contract existed. Vase Ambulance provided service for many years, then a few years ago Sweetwater Medics began, and then Rock Springs Regional Ambulance began. At about the same time Regional started, Vase Ambulance went out of business.

In the fall of 2011, Medics approached the BOCC asking for a county subsidy. Nothing had been budgeted and Regional was not asking for a subsidy, so the BOCC felt, among other things, that the free market should determine whether non-subsidized ambulance service was viable. Soon thereafter, Regional closed their doors.

In the spring of 2012, Medics again approached the BOCC asking for a subsidy, noting that without said subsidy, they may not be able to continue providing emergency ambulance service. Their claim was that their bad debt was excessive, and Insurance, Medicare, and Medicaid re-imburement was too low, even though they now had 100% of the Memorial Hospital of Sweetwater County (MHSC) transfers to other facilities; a lucrative piece of ambulance service. Having no ambulance service was obviously unacceptable. The BOCC agreed to subsidize Medics for April, May, and June of Fiscal Year 2012, while the BOCC investigated what their actual costs were, what represented a fair subsidy, if any, and what we could agree to in new contract language. Ultimately a new two year contract and subsidy was agreed to beginning July 1, 2012 (contract attached).

During this contract negotiation, it soon became clear to us that the BOCC should have either a strong working knowledge of Emergency Medical Services (EMS) including ambulance service, or a Board of educated and experienced individuals who can counsel the BOCC on said service. With Commissioners of varying backgrounds, and ever changing members, it seems self evident that we should create such a board, and thus our request for your participation. We believe the following participants, or their designee, makes sense:

- Rock Springs Fire Chief
- Rock Springs Police Chief
- Sweetwater County Sheriff
- Sweetwater County Fire District # 1 Chief
- Memorial Hospital of Sweetwater County Chief Executive Office
- Wyoming Highway Patrol Captain for Rock Springs Area



BOARD OF COUNTY COMMISSIONERS

SWEETWATER
C·O·U·N·T·Y **R**

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

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

- At Large Member of the Community with EMS background (will advertise)

We would also like to see a non-voting liaison from the BOCC and the Rock Springs Mayor/City Council.

During our contract negotiations, we met with representatives of varying offices within the county and city government, MHSC and Andy Gienapp, Administrator of Emergency Medical Services for the Wyoming Department of Health. One of the questions we had was framing the work of this new board so that everyone knew what was being asked of them. Mr. Gienapp suggested the "Bible" for EMS is the "EMS AAA Guidebook of 2008", which discusses best Practices in Designing, Managing, and Contracting for Emergency Ambulance Service. Within this guidebook (attached), there are five (5) Hallmarks to ensure high-performance emergency ambulance service:

- Hallmark 1 – Hold the Emergency Ambulance Service Accountable
- Hallmark 2 – Establish an Independent Oversight Entity
- Hallmark 3 – Account for All Service Costs
- Hallmark 4 – Require System Features That Ensure Economic Efficiency
- Hallmark 5 – Ensure Long-Term High Performance Service

Obviously your meetings would/should include Sweetwater Medics representatives. We are not unhappy with Medics, we just realize more needs to be done to ensure the best possible ambulance service is being provided, and in the most economically viable way. In addition to your overall oversight of Medics, we will look to you for guidance in this regard. It is our understanding that Medics views this new board in a positive light, as they too desire to be the best at their business.

We would like your first meeting to be in January 2013, and imagine initially this will require monthly meetings. Thereafter, it is your decision whether you need to meet monthly or not, but we would ask that you meet at least quarterly. Since our existing contract will end in June 2014, we ask of you to prepare the RFP for contracts beyond that time. An RFP may take a year to prepare, bid, and have ready for transition, if any. Please advise if you need to rely on county legal and clerical services.

As a side-note, we need to discuss MHSC transfers. Our contract with Medics has nothing to do with MHSC transfers, as it only applies to emergency ambulance service. MHSC and Medics have their own relationship, and we cannot dictate the terms of either party. They are however intertwined. The subsidy we provide Medics was arrived at with them realizing profit from those transfers. In other words, without that transfer business, they would request a higher subsidy. It is therefore in the best interest of all parties that a harmonious relationship exists between MHSC and Medics.

Please confirm whether you or your designee is willing to serve on this Board. If you designate this appointment to someone else, we will need their contact information, title, etc. Also please advise some days and times that this person is available to meet each month. We will then arrange the first meeting.

Thank you in advance for your service. There are five (5) attachments:



BOARD OF COUNTY COMMISSIONERS

SWEETWATER
C·O·U·N·T·Y **R**

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

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1. Resolution creating the board
2. American Ambulance Association EMS Guide
3. Ambulance coverage map
4. Sweetwater County/Sweetwater Medics contract
5. Contact information

Sincerely,

Reid O. West, Acting Chairman
Board of County Commissioners
Sweetwater County

cc- Sweetwater County Board of County Commissioners
Lyle Armstrong, Rock Springs Fire Chief
Dave Cunningham, Hwy Patrol-District Captain
Carl Demshar, Rock Springs Mayor
Ron Gatti, Sweetwater Medics
Andy Gienapp, Wyoming Department of Health Administrator
Richard Haskell, Sweetwater County Sheriff
Jerry Klein, Memorial Hospital CEO
Mike Lowell, Rock Springs Police Chief
James Wamsley, Fire Chief, EFO



Sally Shoemaker

From: Demshar, Carl (Mayor Demshar) <Carl_Demshar@rswy.net>
Sent: Monday, January 12, 2015 2:28 PM
To: Sally Shoemaker
Cc: Reid West; Pacheco, Dwane
Subject: Rock Springs Reps---Ambulance Board

Good afternoon, Sally:

I have done some preliminary work on getting our potential appointments to the Ambulance Board identified. This is what I have, thus far:

- Chief Dwane Pacheco has agreed to fill the position vacated by, then, Chief Mike Lowell
- Billy Shalata has agreed to continue in his position as Rock Springs' liaison to the Board
- As soon as I am able to appoint a new Fire Chief, I will request that he/she fill the position previously occupied by, then, Chief Lyle Armstrong

I hope this helps you out. Any questions, give me a call.

Carl

Carl R Demshar Jr, Mayor

City of Rock Springs
212 D Street
Rock Springs, WY 82901
E-Mail: Carl_Demshar@RSWY.net
Phone: 307-352-1510
Fax: 307-352-1516

_____ Information from ESET Endpoint Antivirus, version of virus signature database 11002 (20150112)

The message was checked by ESET Endpoint Antivirus.

<http://www.eset.com>

BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

Requested Meeting Date: 1-20-15	Name & Title of Presenter: Commissioners
Department or Organization:	Contact Phone & E-mail:
Exact Wording for Agenda: 2015 Conflict of Interest Disclosure	Preference of Placement on Agenda & Amount of Time Requested for Presentation: 5 min
Will there be Handouts? (If yes, include with meeting request form) Y	Will handouts require SIGNATURES: Y
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
- 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) 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.

Conflict of Interest Disclosure
2015

To Whom It May Concern:

Pursuant to W.S. 6-5-118, Conflict of Interest Disclosure

I, _____, Board of County Commissioners of Sweetwater County, Wyoming declare that I now have or previously have held personal savings, checking, loan or investment accounts in the following institutions in which Sweetwater County has previously invested or may invest public funds in the future:

Sincerely,

Board of County Commissioners

Sally Shoemaker

From: Dale Davis - County Clerk
Sent: Monday, January 12, 2015 4:29 PM
To: Sally Shoemaker
Cc: Dale Davis - County Clerk; Vickie Eastin
Subject: Conflice of Interest Disclosure
Attachments: CONFLICT.doc

Sally,

Please place this on the agenda:

- Conflict of Interest Disclosure Statement

I know the other 4 Commissioners have already signed one a few months ago for 2014. Since Randy is coming on board, perhaps the Commissioners can sign a new one for 2015. We can get the disclosures signed in January instead of October.

Thank you

Dale Davis, CERA

County Clerk

80 West Flaming Gorge Way, Suite 150
Green River, WY 82935

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



BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

Requested Meeting Date: January 20, 2015	Name & Title of Presenter: Tim Knight IT Director
Department or Organization: Information Technology	Contact Phone & E-mail: 307-872-3957
Exact Wording for Agenda: Addendum to the Joint Powers Telecom Board agreement to add fiber connectivity to the Health and Human Services Building	Preference of Placement on Agenda & Amount of Time Requested for Presentation: Pretty early in the meeting
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
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ADDENDUM NO. 6 TO THE JOINT ACTION AGREEMENT
between
THE JOINT POWERS TELECOM BOARD FOR THE
CITIES OF ROCK SPRINGS AND GREEN RIVER WYOMING
and
SWEETWATER COUNTY WYOMING
for fiber optic services

THIS ADDENDUM is made and entered into this 8 day of January, 2015 (the Effective Date), by and between the Joint Powers Telecom Board for the Cities of Rock Springs and Green River Wyoming (hereinafter referred to as "JPTB"), a duly authorized Joint Powers Board pursuant to the Wyoming Joint Powers Act, Wyoming Stat. §§ 16-1-101 *et seq.*; and Sweetwater County Wyoming (hereinafter referred to as "County"), a political subdivision of the State of Wyoming. The JPTB and the County may sometimes be referred to herein, individually as Party and, collectively, as the Parties.

WITNESSETH:

WHEREAS, the JPTB owns and operates a fiber optic Network located within and between the Cities of Rock Springs and Green River, Sweetwater County, Wyoming; and

WHEREAS, the County is presently leasing from the JPTB various amounts of Fiber Optic cable and bandwidth owned and operated by the JPTB for the County's internal communications; and

WHEREAS, the County is now requesting to Lease an additional double strand of JPTB Fiber Optic cable for the County's fiber optic connection between the City Hall of Rock Springs, Wyoming and the County's facility located at 333 Broadway, Rock Springs, Wyoming. With this new lease the County currently will have the following fiber leases and connecting points:

- One pair between Rock Springs City Hall and 333 Broadway,
 - One pair between 333 Broadway and the City of Green River Courthouse,
 - One pair between the City of Green River Courthouse and Sweetwater County Detention Center,
 - One pair between the Sweetwater County Detention Center and Rock Springs City Hall;
- and,

WHEREAS, the County is willing to compensate the JPTB for the County's Lease of the JPTB's Fiber Optic double strand cable at the rate of \$500.00 per month; and

WHEREAS, it is mutually beneficial for the County to Lease this amount of JPTB's Fiber Optic cable for use at the County's facility mentioned above; and

WHEREAS, the Wyoming Joint Powers Act, Wyoming Stat. §§ 16-1-101 *et seq.* (the "Act") authorizes agencies to enter into an agreement for joint and cooperative action; and

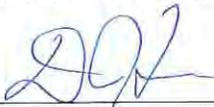
WHEREAS, the JPTB and the County are agencies as defined by the Act; and

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the JPTB and the County hereby enter into this Lease Agreement for the additional amount of JPTB's Fiber Optic cable referenced herein.

Except as modified herein all those terms and conditions of that Joint Action Agreement, dated November 2, 2004, and as previously amended, remain in full force and effect.

IN WITNESS WHEREOF, the parties have entered into this Addendum No. 6 as of the date first written above.

THE JOINT POWERS TELECOM
FOR THE CITIES OF ROCK SPRINGS
AND GREEN RIVER, WYOMING

By 
David Halter, Chairman

SWEETWATER COUNTY, WYOMING
BOARD OF COUNTY COMMISSIONERS

THE BOARD OF COUNTY
COMMISSIONERS OF SWEETWATER
COUNTY, WYOMING

Wally J. Johnson, Chairman

John K. Kolb, Member

Don Van Matre, Member

Randal M. Wendling, Member

Reid O. West, Member

ATTEST:

Steven Dale Davis, County Clerk

BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

Date Requested: January 20, 2015	Name & Title of Presenter: County Clerk Dale Davis
Department or Organization: County Clerk's office	Contact Phone & E-mail: 307-872-3765 davisd@sweet.wy.us
Exact Wording for Agenda: Mileage Reimbursement Resolution	Preference of Placement on Agenda & Amount of Time Requested for Presentation: >5 Mins Action Item
Will there be Handouts? (If yes, include with meeting request form)	Will handouts require SIGNATURES:
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
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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.

RESOLUTION 15-01-CL-01

MILEAGE REIMBURSEMENT RATE

WHEREAS, Sweetwater County, Wyoming hereinafter referred to as the "County", has in the past reimbursed transportation expenses of County officers and employees while using their private vehicles according to the methods set forth in Section 9-3-103 (a) (iii), W.S. 1977, as amended,

AND WHEREAS, the County has heretofore reimbursed County officers and employees for use of passenger vehicles, four wheel drive vehicles, and motor homes at a rate of 56 cents per mile,

AND WHEREAS, on the advice of the County auditors and to stay in line with IRS standards, it is considered necessary and desirable for the County to adopt a formal policy regarding reimbursement for travel expenses for County officers and employees while using their private vehicles in the performance of their duties,

NOW THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Sweetwater County, Wyoming adopts as follows:

- 1) That in order to comply with the advice of the County auditors to stay in line with IRS standards, it is deemed necessary and advisable that a formal policy be enacted for the reimbursement of actual and necessary travel expenses incurred by County officers and employees required to use privately owned vehicles in the performance of their duties.
- 2) That from and after January 1, 2015, the County will reimburse County officers and employees for the use of their private passenger vehicles, four wheel drive vehicles and motor homes all at the current rate per mile as determined by the standard mileage rate set by the IRS.
- 3) That all Resolutions and parts thereof in conflict herewith are hereby repealed to the extent of the conflict.
- 4) That immediately after its adoption, this Resolution shall be filed by the County Clerk and shall take effect as of January 1, 2015.

Dated this 20th Day of January, 2015.

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

Wally J. Johnson, Chair

John K. Kolb, Member

Randal M. Wendling, Member

Reid O. West, Member

ATTEST:

Steven Dale Davis, County Clerk

Don Van Matre, Member



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New Standard Mileage Rates Now Available; Business Rate to Rise in 2015

IR-2014-114, Dec. 10, 2014

WASHINGTON — The Internal Revenue Service today issued the 2015 optional standard mileage rates used to calculate the deductible costs of operating an automobile for business, charitable, medical or moving purposes.

Beginning on Jan. 1, 2015, the standard mileage rates for the use of a car, van, pickup or panel truck will be:

- **57.5 cents per mile for business miles driven**, up from 56 cents in 2014
- 23 cents per mile driven for medical or moving purposes, down half a cent from 2014
- 14 cents per mile driven in service of charitable organizations

The standard mileage rate for business is based on an annual study of the fixed and variable costs of operating an automobile, including depreciation, insurance, repairs, tires, maintenance, gas and oil. The rate for medical and moving purposes is based on the variable costs, such as gas and oil. The charitable rate is set by law.

Taxpayers always have the option of claiming deductions based on the actual costs of using a vehicle rather than the standard mileage rates.

A taxpayer may not use the business standard mileage rate for a vehicle after claiming accelerated depreciation, including the Section 179 expense deduction, on that vehicle. Likewise, the standard rate is not available to fleet owners (more than four vehicles used simultaneously). Details on these and other special rules are in [Revenue Procedure 2010-51](#), the instructions to [Form 1040](#) and various online IRS publications including [Publication 17](#), Your Federal Income Tax.

Besides the standard mileage rates, [Notice 2014-79](#), posted today on IRS.gov, also includes the basis reduction amounts for those choosing the business standard mileage rate, as well as the maximum standard automobile cost that may be used in computing an allowance under a fixed and variable rate plan.

[Follow the IRS on New Media](#)
[Subscribe to IRS Newswire](#)

Page Last Reviewed or Updated: 10-Dec-2014

Sally Shoemaker

From: Dale Davis - County Clerk
Sent: Monday, January 12, 2015 4:09 PM
To: Sally Shoemaker
Cc: Dale Davis - County Clerk; Vickie Eastin
Subject: Agenda Item January 20 ,2015
Attachments: 5.pdf; Res 15-01-CL-01 Mileage Reimbursement Rate.docx; New-Standard-Mileage-Rates-Now-.pdf; Res 15-01-CL-01 Mileage Reimbursement Rate.pdf

Sally,

Please find attached a resolution for the mileage reimbursement rate.

- Meeting Request form
- Res 15-01-CL-01 Mileage Reimbursement Rate – Word Document and PDF
- New Standard Mileage Reimbursement Rate from the IRS

This is being done a little different than in the past. Last year, the Commissioners requested that the new resolution be worded so they don't have to do a resolution each time that the mileage rate changes.

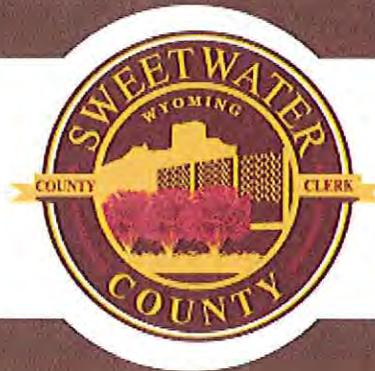
Thank you

Dale Davis, CERA

County Clerk

80 West Flaming Gorge Way, Suite 150
Green River, WY 82935

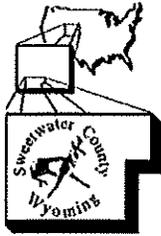
Ph: (307) 872-3732 Green River
Ph: (307) 922-5208 Rock Springs
Fx: (307) 872-3994
Ph: (307) 872-3765 Direct Line



BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

Requested Meeting Date: January 20, 2015	Name & Title of Presenter: Garry Mclean HR Director
Department or Organization: Sweetwater County Human Resources	Contact Phone & E-mail: (307) 872-3911
Exact Wording for Agenda: Insurance - Delta Dental processing policy - possible update effective 1/1/15	Preference of Placement on Agenda & Amount of Time Requested for Presentation: 15 minutes
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 Department of Human Resources



80 W. Flaming Gorge Way
Green River, WY 82935

E-MAIL: swchr@swcmail.co.sweet.wy.us

Phone: 307-352-6724 (RS)
307-872-6483 (GR)
Fax: 307-872-6469

MEMORANDUM

To: Board of County Commissioners
From: Garry McLean, HR Director 
Date: January 14, 2015

RE: Delta Dental of Wyoming Claims Processing Policy Update

Action is being requested from the Sweetwater County Board of County Commissioners pursuant to the two (2) Delta Dental policy changes discussed in the accompanying letter from Delta Dental. According to my phone call with Delta Dental CEO, Kerry Hall, these changes to the National Processing Policies are being driven by the evolving science and research in these areas.

According to Mr. Hall, historically the science behind sealants indicated that a sealant every three (3) years was adequate. Contemporary research indicates that is too long and recommends every (2) years. As sealant costs (\$30-\$45/ tooth) are relatively inexpensive relative to other more expensive consequent dental problems, it makes sense to support this change. As such, I am recommending to the board that we modify the dental plan to authorize sealant every two (2) years instead of three (3) years.

The second question posed by Delta Dental is with respect to routine restoration of decayed or fractured teeth. In layman's terms this refers to fillings for cavities and similar dental work. Mr. Hall indicated that the National Policy Standard suggest that this type of work should last two (2) years. Mr. Hall's opinion on the matter is that when a tooth is filled or a crown is put on, decay follows the path of least resistance which is where the crown or filling resides. In addition, he believes that if this type of decay occurs and the plan does not cover it, the patient will delay treatment, resulting in more decay and ultimately higher dental costs. For these reasons he is recommending to stay with the current one year period. Based upon the available information, I concur with Mr. Hall's recommendations.

Memorandum

DATE: December 19, 2014
TO: Delta Dental of Wyoming ASO/Self Funded Groups
FROM: Kerry P. Hall, CEO *Kerry P. Hall*
President

SUBJECT: Delta Dental of Wyoming Claims Processing Policies Update – Effective 1/1/15

Effective 1/1/15 Delta Dental of Wyoming will be offering a modification to two of your dental benefit limitations in order to be in compliance with National Processing Policies. As an ASO/Self Funded group **you have the option** to change your groups benefit limitations or keep the limitations as is. The two modifications include:

Sealants:

Currently: Sealant applications are a benefit once every **three (3) years** for unrestored 1st and 2nd permanent molars for eligible dependent children under age 19.

Optional Change (effective 1/1/15): Sealant applications are a benefit once every **two (2) years** for unrestored 1st and 2nd permanent molars for eligible dependent children under age 19.

*Financial/Rate Impact: Little or no effects on future rates

Routine Restorations of Decayed or Fractured Teeth:

Currently: Benefits are covered once per surface in a **12 month period**.

Optional Change (effective 1/1/15): Benefits are covered once per surface in a **24 month period**.

*Financial/Rate Impact: Little or no effects on future rates

Please let us know as soon as possible by returning the enclosed document what modifications (if any) you would like to make and return the attached document to us via fax 307-632-7309 or email at customerservice@deltadentalwy.org.

If you have any questions please feel free to contact myself or Patti Guzman in my office at 307-632-3313 or 800-735-3379.

2015 Processing Policy Modification

Group Name: _____
(Please print)

Group Number: _____

Processing Policy decision:

Sealants:

- Keep current Sealant limitation at once every three (3) years.
- Change Sealant limitation to once every two (2) years. **Recommended by Delta Dental*

Routine Restorations:

- Keep current Restoration limitation at once per surface in a twelve (12) month period.
**Recommended by Delta Dental*
- Change Restoration limitation at once per surface in a twenty four (24) month period.

Signature

Date

Printed Name

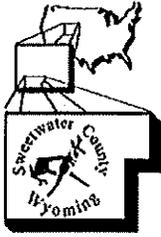
Delta Dental of Wyoming fax: 307-632-7309

Delta Dental of Wyoming email: customerservice@deltadentalwy.org

BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

Requested Meeting Date: January 20, 2015	Name & Title of Presenter: Garry McLean HR Director
Department or Organization: Detention Center Human Resources	Contact Phone & E-mail: (307) 872-3911
Exact Wording for Agenda: Approval to restaff vacant position for Detention Center Maintenance Worker	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
Additional Information:	

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Sweetwater County Department of **H**uman **R**esources



80 W. Flaming Gorge Way
Green River, WY 82935

E-MAIL: swchr@swcmail.co.sweet.wy.us

Phone: 307-352-6724 (RS)
307-872-6483 (GR)
Fax: 307-872-6469

MEMORANDUM

To: Board of County Commissioners
From: Garry McLean, HR Director *GMM*
Date: January 14, 2015

RE: Sheriff/Jail Staffing Request

As you may be aware, the County facilities department has assumed responsibility for the maintenance at the Sweetwater County Detention Facility. In November, the former maintenance worker at the facility retired. As such, Facilities Director, Chuck Radosevich and Sheriff, Mike Lowell are requesting to fill this vacancy. Attached is a cost summary for this request.

For the remainder of this fiscal year, this position will be funded through the Sheriff's Department salary budget, and amended for the FY 2015-16 budgets in July to reflect the change in maintenance responsibilities from the Sheriff's Department to Facilities.

This request does not increase headcount and should be relatively cost neutral depending upon health insurance selection.

**Sweetwater County
Request to Restaff Vacant Position**

Board Meeting Date: 1/20/2015
 Department: Facilities
 Position: Building Maintenance Worker
 Vacancy Date: 11/20/2014
 Reason for vacancy: Voluntary resignation
 Department Request: To Restaff position immediately, in a full time capacity with full benefits
 Anticipated Re-staff Date 2/1/2015

Board Action	
Approved _____	Date: <u>1/20/2015</u>
Denied _____	
Full time _____	
Part time _____	# Hours (if part time) _____
Restaff Immediately _____	Delay restaffing until (month) _____

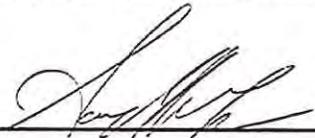
	Position	Hire Date	Monthly								Total cost of employment (salary + benefits)	Annual Cost of employment
			Salary	Retirement	Health Insurance	LTD	FICA	Workers Compensation	Total benefits			
Current costs for FT Employee	Building Maintenance Worker (21 years 9months Grade 15, step 7 rate of pay)	2/26/1993	\$ 4,561.68	\$ 723.94	\$ 1,156.93	\$ 16.42	\$ 348.97	\$ 101.27	\$ 2,347.53	\$ 6,909.21	\$ 82,910.50	
Anticipated Costs to restaff Position Vacancy	Building Maintenance Worker (10 years grade 15, step 5 rate of pay)*	2/1/2015	\$ 4,299.83	\$ 682.38	\$ 1,538.91	\$ 15.48	\$ 328.94	\$ 95.46	\$ 2,661.17	\$ 6,961.00	\$ 83,531.95	
Net Difference (savings)			\$ (261.85)	\$ (41.56)	\$ 381.98	\$ (0.94)	\$ (20.03)	\$ (5.81)	\$ 313.64	\$ 51.79	\$ 621.45	

NOTES

Health Insurance: Anticipates Family health insurance coverage, for new employee, previous employee had Employee + Spouse Coverage.

Position previously was in the Sheriff's Detention budget; requesting to transfer position and salary and benefits to Facilities Department.

* Potentially restaffing position at Grade 15 and Lateral Entry rate of pay, step 5 - (10 years service credit)



 Reviewed by HR Representative (signature)

1-14-15

 Date:

 Reviewed by Department Head/ Elected Official (signature)

 Date:

 Commission Chair (signature)

 Date:

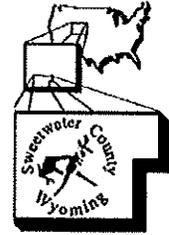
BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

Requested Meeting Date: January 20, 2015	Name & Title of Presenter: Garry McLean HR Director
Department or Organization: Sheriff Department Human Resources	Contact Phone & E-mail: (307) 872-3911
Exact Wording for Agenda: Approval to restaff vacant position in Sheriff Department	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
Additional Information:	

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Sweetwater County Department of Human Resources



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

E-MAIL: swchr@sweet.wy.us

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

MEMORANDUM

To: Sweetwater County Board of County Commissioners
From: Garry McLean, Human Resources Director *Garry McLean*
Date: January 20, 2015

RE: Request to Fill Sergeant Position Vacancy in Sheriff Department

Dear County Commissioners;

On Monday, January 5, 2015, Brett Stokes was promoted to a Captain position at the Detention Center from his Sergeant position in the Sheriff Department.

As such, Sheriff Lowell would like to respectfully request permission to re-staff the Sergeant vacancy by moving one of his current deputies within his department. He has no intentions of re-staffing the deputy position after he/she has been promoted to Sergeant.

Attached for board review are the cost summaries for the recommended changes. Should you have any questions, please contact me at your convenience.

**Sweetwater County
Request to Restaff Vacant Position**

Board Meeting Date: 1/20/2015
 Department: Sheriff's Office
 Position: Sergeant
 Vacancy Date: 01/052015

Reason for vacancy: Employee Promoted to Captain

Department Request: Restaff Sergeant position, full time with benefits

Anticipated Re-staff Date 2/1/2015

Board Action	
Approved _____	Date: <u>9/16/2014</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 (24 years, Grade 21, step 7 rate of pay)	8/20/1990	\$ 6,113.11	\$ 1,051.45	\$ 1,538.91	\$ 22.01	\$ 467.65	\$ 135.71	\$ 3,215.74	\$ 9,328.85	\$ 111,946.15	
Anticipated Costs to restaff Position Vacancy	Sergeant (grade 21, step 5, * see notes below)	2/1/2015	\$ 5,762.22	\$ 991.10	\$ 1,538.91	\$ 20.74	\$ 440.81	\$ 127.92	\$ 3,119.49	\$ 8,881.71	\$ 106,580.48	
Net Difference (savings)			\$ (350.89)	\$ (60.35)	\$ -	\$ (1.26)	\$ (26.84)	\$ (7.79)	\$ (96.25)	\$ (447.14)	\$ (5,365.67)	

NOTES

Health Insurance: Anticipates Family health insurance coverage, for new employee. Previous employee had employee only coverage
 Costs calculated using a re-staffing date of: 2/1/2015

* Potentially restaffing position at Grade 21 and Lateral Entry rate of pay, step 5 - (10 years service credit)



 Reviewed by HR Representative (signature)

1/14/15

 Date:

 Reviewed by Department Head/ Elected Official (signature)

 Date:

 Commission Chair (signature)

 Date:

Enforcing Underage Drinking Contract

1. **Parties:** The parties to this Contract are Wyoming Association of Sheriffs and Chiefs of Police (Association), whose address is PO Box 481, Douglas WY 82633, and Sweetwater County Sheriff's Office, whose address is 731 C ST SUITE 234 ROCK SPRINGS, WY 82901.

2. **Purpose:** To enforce underage drinking laws and provides education in communities in the state of Wyoming.

3. **Term:** This Contract is effective when all parties have executed it and all required signatures have been granted. The term of the Contract is from October 1, 2014 through September 30, 2015. All services shall be completed during this term.

4. **Payment:**

A. The total amount of this contract shall not exceed (\$3,000) from the NHTSA Underage Drinking and Driving Grant.

B. Payment for overtime related to the grant shall be made based upon submission to the Association of activity reports and vouchers submitted on a monthly basis. No payment shall be made by the Association in the absence of the timely submission of a proper invoice. All invoices must be submitted by the 20th of the month following the month in which the authorized expense was incurred or the agency will not be reimbursed.

5. **Responsibilities of the Department:** Department shall use evidence based strategies to reduce youth alcohol use, participate in the WASCOP Compliance Check Program, provide a dedicated individual as primary contact for planning, project oversight, and reporting, provide administrative support for data collection on citations and arrests related to UAD enforcement, submit a monthly event based summary data report, and monthly voucher for reimbursement of expenses incurred on the project.

6. **Responsibilities of the Association:**

A. Remit payment to the Department, based on proper monthly invoicing.

B. Make a representative of the Association available to the Department to assist with questions regarding the grant.

7. **General Provisions:**

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

B. **Americans with Disabilities Act:** The Department 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. **Audit/Access to Records:** The Association and any of its representatives shall have access to any books, documents, papers, and records of the Department which are pertinent to this Contract.
- D. **Availability of Funds:** Each payment obligation of the Association 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 Department, the contract may be terminated by the Association at the end of the period for which the funds are available. The Association shall notify the Department at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Association in the event this provision is exercised, and the Association shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit the Association to terminate this Contract in order to acquire similar services from another party.
- E. **Award of Related Contracts:** The Association may undertake or award supplemental or successor contracts for work related to this Contract. The Department shall cooperate fully with other contractors and the Association in all such cases.
- F. **Compliance with Laws:** The Department shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Contract.
- G. **Confidentiality and Publicity:** All documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by Department in the performance of this Contract shall be kept confidential by Department unless written permission is granted by the Association for its release. Any publicity given to the program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, web site posting, similar public notices and public access, prepared by or for the Department, shall identify the Association as the sponsoring agency and shall not be released without prior written approval from the Association.
- H. **Entirety of Contract:** This Contract consisting of 5 pages represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- I. **Extensions:** Nothing in this Contract shall be interpreted or deemed to create an expectation that this Contract will be extended beyond the term described herein. Any extension of this Contract shall be initiated by the Association and shall be effective only after it is reduced to writing and executed by all parties to the Contract. Any agreement to extend this Contract shall include, but not necessarily be limited to: an unambiguous identification of the Contract being extended; the term of the extension; the amount of any payment to be made during the extension

or a statement that no payment will be made during the extension; a statement that all terms and conditions of the original Contract shall, unless explicitly delineated in the exception, remain as they were in the original Contract; and, if the duties of either party will be different during the extension than they were under the original Contract, a detailed description of those duties.

- J. **Force Majeure:** Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.
- K. **Independent Contractor:** The Department shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the Association for any purpose. The Department shall assume sole responsibility for any debts or liabilities that may be incurred by the Department in fulfilling the terms of this Contract, and shall be solely responsible for the payment of all federal, state and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Department or its agents and/or employees to act as an agent or representative for or on behalf of the Association, or to incur any obligation of any kind on the behalf of the Association. The Department agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to Association employees will inure to the benefit of the Department or the Department's agents and/or employees as a result of this Contract.
- L. **Kickbacks:** The Department certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If the Department breaches or violates this warranty, the Association may, at its discretion, terminate this Contract without liability to the Association, or deduct from the contract price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- 1) The Department shall comply with the Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in the Department of Labor Regulations (29 CFR, Part 3). This Act provides that the Department 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.
 - 2) No staff member of the Department shall engage in any contract activity which would constitute a conflict of interest as related to this Contract.

- M. **Nondiscrimination:** The Department shall comply with Presidential Executive Order 11246 entitled, "Equal Employment Opportunity," as amended by Presidential Executive Order 11375, and as supplemented in the Department of Labor Regulations (41 CFR Part 60), 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 Department shall assure that no person is discriminated against based on the grounds of sex, race, age, religion, national origin, or disability in connection with the performance of this Contract.
- N. **Notices:** All notices arising out of, or from, the provisions of this Contract shall be in writing and given to the parties at the address provided under this Contract, either by regular mail or delivery in person.
- O. **Ownership of Documents:** All reports, data, studies, work product, and other material prepared by the Department pursuant to performance under the terms and conditions of this Contract shall become the property of the Association. The Association shall have unrestricted authority to publish, disclose, distribute, and otherwise use in whole or in part any reports, data, or other materials prepared by the Department under this Contract. Until the Association publishes, discloses, distributes, uses, or makes any of the information developed or compiled by the Department public, Department agrees that the information is confidential and, therefore, will not disclose it.
- P. **Severability:** Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of the Contract shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- Q. **Taxes:** The Department shall pay all taxes and other such amounts required by federal, state, and local law, including but not limited to federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- R. **Termination of Contract:** This Contract may be terminated, without cause, by either party upon thirty (30) days written notice. This Contract may be terminated immediately for cause if the Department fails to perform in accordance with the terms and conditions of this Contract. Should the Department fail to perform in a manner consistent with the terms and conditions set forth in this Contract, payment under this Contract may be withheld until such time as the Department performs its duties and responsibilities.
- S. **Third Party Beneficiary Rights:** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract. The parties to this Contract intend and expressly agree that only parties signatory to this Contract shall have any legal or equitable right to seek to enforce this Contract, to seek any remedy

arising out of a party's performance or failure to perform any term or condition of this Contract, or to bring an action for the breach of this Contract.

- T. **Time:** Time is of the essence in all provisions of the Contract.
- U. **Titles Not Controlling:** Titles of paragraphs are for reference only, and shall not be used to construe the language in this Contract.
- V. **Waiver:** The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach.
- W. **Suspension and Debarment.** By signing this Grant Agreement, Grantee 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 Grant Agreement suspended debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension) and CFR 44 Part 17, or are on the disbarred vendors list at www.epls.gov. Further, Grantee agrees to notify Council by certified mail should it or any of its agents become debarred, suspended, or voluntarily excluded during the term of this Grant Agreement.

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

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

Wyoming Association of Sheriffs and Chiefs of Police

Byron Fedekoven
Byron Fedekoven, Executive Director

01-06-15
Date

Department

Wally J. Johnson, Chairman
Sweetwater County Commission

Date

OK 1-14-15
MS

**AGREEMENT FOR ICAC TASK FORCE AFFILIATE AGENCY BETWEEN
THE STATE OF WYOMING, OFFICE OF THE ATTORNEY GENERAL,
DIVISION OF CRIMINAL INVESTIGATION
AND
SWEETWATER COUNTY SHERIFF'S OFFICE**

1. **Parties.** The parties to this Agreement are the Wyoming Division of Criminal Investigation (DCI), whose address is: 208 South College Drive, Cheyenne, WY, 82002, and Sweetwater County Sheriff's Office (Affiliate Agency), whose address is: 731 C Street, Suite 234, Rock Springs, WY 82901.
2. **Purpose of Agreement.** The purpose of this Agreement is to set forth the terms and conditions by which the parties shall cooperate as members of an ICAC Task Force Affiliate Program to identify, investigate, and prosecute Internet Crimes Against Children, as well as other violations as needed. Wyoming ICAC believes that investigating and prosecuting Internet Crimes Against Children requires an inter-agency, inter-disciplinary approach. As such, DCI agrees to provide support to and recruit the efforts of committed officers from local law enforcement agencies and may reimburse them for ICAC Task Force-related expenses and other services and duties as needed. The Affiliate Agency may assist, work alongside, train with and at times travel with Wyoming's Division of Criminal Investigation ICAC Task Force Team to investigate ICAC-specific crimes.
3. **Term of Agreement and Required Approvals.** This Agreement is effective when all parties have executed it and all required approvals have been granted (Effective Date). The Performance Period for this Agreement is from when the Affiliate Agency initially accepts assignment to participate as a DCI-ICAC Task Force Affiliate, until the Affiliate Agency or DCI terminates this agreement. All services shall be completed during this term. Renewal will occur until DCI or the Affiliate Agency changes Agency Heads, determines further participation by the Affiliate Agency is no longer essential to the ICAC Task Force Team structure, or DCI faces budgetary constraints preventing the continued of support this program.

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

4. **Payment.** DCI agrees to pay the Affiliate Agency for the services covered by this Agreement. Payment shall be made upon submission of invoice pursuant to Wyo. Stat. § 16-6-602. No payment shall be made for work performed before the Effective Date of this agreement. Affiliate Agency shall submit invoices in sufficient detail to ensure that payments/reimbursements may be made in conformance with this Agreement. Payments/reimbursements may only be made for Affiliate Agency-related expenses, such as investigative and forensic equipment, investigative and forensic supplies, training, and investigative travel, as well as lodging, per diem, air fare and baggage fees, and overtime costs for investigative and training purposes. All costs must be pre-approved by the ICAC

Team Leader, or his designee, in order for the Affiliate Agency to be reimbursed. Should the Affiliate Agency fail to provide sufficient information or perform in a manner consistent with the terms and conditions set forth in this Agreement, payment under this Agreement may be withheld until such time as the Affiliate Agency provides appropriate documentation and/or performs its duties and responsibilities to the satisfaction of the ICAC Team Leader and DCI Deputy Director.

To receive reimbursement for overtime costs for investigative and training purposes, the Affiliate Agency shall submit a payroll processing calendar, identifying timesheet cut-off dates for overtime payments being billed to DCI. Overtime reimbursement requests, if any, shall be submitted monthly, via a Standard Excel Billing Template Spreadsheet that will be provided by DCI. The billings must include a copy from the Affiliate Agency's payroll system (payroll journal summary verification documents), signed DCI-ICAC Affiliate Agency time sheets, verifying all calculations of overtime pay which coincide with the Affiliate Agency's payroll processing calendar. The Affiliate Agency may assist, work alongside, train with and at times travel with Wyoming's Division of Criminal Investigation ICAC Task Force Team to investigate ICAC-specific crimes. The Affiliate Agency will work hours as assigned and deemed necessary by the ICAC Team Leader and Commander to accomplish investigative goals as it relates to DCI ICAC Task Force cases. DCI may not reimburse any working hours that are not pre-approved.

The Affiliate Agency is required to send reimbursement requests to the following address:

Wyoming Division of Criminal Investigations
Attn: DCI Fiscal Department
208 South College Drive
Cheyenne, WY 82002
(307) 777-7181

Any charges not submitted to DCI for reimbursement within the stated timelines may become the sole responsibility of the Affiliate Agency.

5. **Purpose of the ICAC Task Force Affiliate Program:** It is essential that children in Wyoming and throughout the country who are targeted by Internet predators receive the protection they are entitled to. Working experience from Wyoming ICAC investigations has revealed that the predators who prey on Wyoming children also prey on children from multiple jurisdictions. Cooperative interagency efforts have proven to be very effective in identifying and arresting child predators not only within Wyoming, but several other states as well. The goal of the ICAC Task Force Affiliate Program is to enhance, through jointly controlled operations, the ability of federal, state, and local criminal justice agencies to fight against Internet Crimes Against Children through the investigation, arrest, prosecution and conviction of predators. The program will coordinate multi-agency/jurisdictional activities, resources and functions of law enforcement and prosecution agencies, in the successful investigation and prosecution of complex multi-jurisdictional crimes and their perpetrators.

The objectives are as follows:

- A. To maintain and expand state and regional ICAC task forces to prevent, interdict, investigate, and prosecute Internet crimes against children.
- B. To improve task force effectiveness in preventing, interdicting, investigating, and prosecuting crimes against children.
- C. To improve DCI ICAC's coordination with other in-state, out-of-state and federal law enforcement entities.
- D. To enhance ICAC personnel and Affiliate Agency's use of forensic technology and investigative techniques and provide training and support as needed.

6. Agreement between the Parties:

- A. The ICAC Team Leader is responsible for day to day operations, case investigations, work assignments, case reports, overtime approval, financial expenditures, reimbursement approvals, and other duties as assigned.
- B. The ICAC Team Leader, or his designee, will communicate with enforcement teams and team members, including Affiliate Agency, as needed.
- C. Only POST-Certified Peace Officer(s) may serve as an Affiliate on the ICAC Task Force Team. DCI may request to assist in the Affiliate selection process by interviewing Affiliate Agency candidates and reviewing their qualifications. DCI has the right to reject Affiliate Agency candidates who, in the opinion of the DCI Director or his designee, are not well-suited to participate on an ICAC Task Force Team. Once assigned, the Affiliate is expected to serve in that capacity for at least four (4) years unless he or she ceases to be employed by the Affiliate Agency, or DCI determines that he or she should cease to serve as an Affiliate. When an Officer or Deputy ceases to serve as an Affiliate, the Affiliate Agency may designate another Officer or Deputy as an Affiliate, pursuant to the process outlined above.
- D. DCI may provide office space, investigative and forensic equipment, investigative and forensic supplies, training, and investigative travel, as well as reimbursement for lodging, per diem, air fare and baggage fees, and overtime costs for investigative and training purposes associated with the position. Affiliate Agency will be allowed to keep investigative and forensic equipment purchased by DCI as long as Affiliate Agency continues to serve on as an Affiliate on DCI's ICAC Task Force. If an Affiliate is replaced on the ICAC Task Force Team by another Officer or Deputy from the Affiliate Agency, DCI will assign the Affiliate Agency equipment to that Officer or Deputy, pursuant to the process outlined above and maintain the equipment. If the assigned Affiliate leaves the ICAC Task Force Team and is not replaced by another Officer or Deputy from the Affiliate Agency, the Affiliate Agency will return the assigned

equipment to the designated Team office or DCI Headquarters. DCI will reassign or replace Affiliate Agency investigative and/or forensic equipment as it deems appropriate.

E. Unless exigent circumstances exist, investigations, case work, training-related travel outside a DCI Task Force requires prior DCI approval. Any travel by the Affiliate Agency that is required outside the State of Wyoming must have prior approval by the DCI ICAC Team Leader, or his designee.

F. It is agreed that the Affiliate Agency will provide information, including, but not limited to, statistical data, evidentiary, forensics, and all other information related to ICAC investigations as required by federal, state and local guidelines, and/or the ICAC Program.

G. DCI will provide Agent(s) to serve on the ICAC Task Force who are POST-certified and experienced as peace officers. DCI may also provide training that is relevant to the Affiliate Agency's assignment to the ICAC Task Force Team. Costs of training that is not specific to the objectives of the ICAC Task Force Team may be the sole responsibility of the Affiliate Agency.

H. If the Affiliate Agency requests forfeiture of assets seized without the participation of DCI ICAC Task Force Team, the DCI Director or his designee will determine whether DCI will proceed with forfeiture. All forfeiture proceedings must follow DCI policy. DCI shall have control of the forfeiture process and the authority to negotiate and settle the case.

I. Press releases shall be a cooperative effort between DCI and the Affiliate Agency. Each party shall keep the other party informed to the best of their ability, under the circumstances. The ICAC Team Leader shall provide the head of the Affiliate Agency with the necessary information to issue a press release. DCI and the Affiliate Agency shall coordinate the timing of the press release following an arrest or operation. However, information about investigations that are sensitive in nature will be released to the press only at the discretion of the DCI Director. The press release may include the names and ages of persons involved, type and amount of drugs, seizures, forfeitures, and length of investigation.

J. Nothing contained herein alters, extends or modifies the Peace Officer Liability coverage provided by the State Self-Insurance Program pursuant to Wyo. Stat. §1-41-103 and related case law.

K. Affiliate Agency shall follow all applicable federal, state and local guidelines under the ICAC Program, including but not limited to the following: ICAC Program Operational and Investigative Standards, OMB Uniform Guidance on Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards (OMB Circular 2 CFR Part 200), and Fair Labor Standards Act (FLSA).

7. **General Provisions.**

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

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

C. Assignment. Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party.

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

E. Availability of Funds. DCI will reimburse the Affiliate Agency when state and/or federal government funds allocated to pay the Affiliate Agency for purposes of this Agreement are available. If funds are not allocated and available for DCI to pay the Affiliate Agency for these services, DCI may terminate this Agreement at the end of the period for which the funds are available. DCI shall notify the Affiliate Agency at the earliest possible time if this Agreement will or may be affected by a shortage of funds. No penalty shall accrue to DCI in the event this provision is exercised, and DCI shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed so as to permit DCI to terminate this Agreement in order to acquire similar services from another party.

F. Award of Related Agreements. DCI may award supplemental or successor agreements for work related to this Agreement. The Affiliate Agency shall cooperate fully with DCI in all such cases.

G. Compliance with Laws. The Affiliate Agency shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Agreement.

H. Confidentiality of Information. All documents, data compilations, reports, computer programs, photographs, data and other work provided to or produced by the Affiliate in the performance of this Agreement shall be kept confidential by the Affiliate Agency and Affiliate unless written permission is granted by DCI for its release. If and when the Affiliate Agency receives a request for information subject to this Agreement, the Affiliate Agency shall notify DCI within ten (10) days of such request and not release such information to a third party unless directed to do so by DCI.

I. Entirety of Agreement. This Agreement, consisting of nine (9) pages, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral. The parties acknowledge that this Agreement is also subject to current Wyoming Personnel Rules.

J. Ethics. The Affiliate Agency shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing their profession.

K. Force Majeure. Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

L. Indemnification. Each party to this agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.

M. Notices. All notices arising out of, or from the provisions of this Agreement shall be in writing either by regular mail, facsimile, e-mail or delivery in person and given to the parties at the address provided under this Agreement, either by regular mail or delivery in person. Notice provided by facsimile or e-mail shall be delivered as follows:

Division of Criminal Investigation: Deputy Director Kebin Haller,
kebin.haller@wyo.gov, 307-777-7252.

Affiliate Agency: Sweetwater County Sheriff's Office, Sheriff Michael Lowell,
307-922-5483.

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

O. Prior Approval. This Agreement shall not be binding upon either party, no services shall be performed under the terms of this Agreement, and the Wyoming State Auditor shall not draw warrants for payment on this Agreement, until this Agreement has been reduced to writing, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo Stat §9-2-1016(b)(iv).

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

Q. Sovereign Immunity. The State of Wyoming and DCI do not waive sovereign immunity by entering into this Agreement and specifically retain all immunities and defenses available to them as sovereigns pursuant to Wyo. Stat. §1-39-104(a) and all other applicable law. The Affiliate Agency by entering into this Agreement does not waive governmental immunity to the extent it is provided by law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this 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.

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

S. Termination of Agreement. This Agreement may be terminated by either party at any time, without cause upon thirty (30) days written notice. This Agreement may be terminated by DCI immediately for cause if the Affiliate Agency fails to perform in accordance with the terms of this Agreement.

T. 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.

U. Time is of the Essence. Time is of the essence in all provisions of this Agreement.

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

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

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

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

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

WYOMING DIVISION OF CRIMINAL INVESTIGATION

Steven R. Woodson, Director

Date

SWEETWATER COUNTY COMMISSIONERS

Wally J. Johnson, Chairman

Date

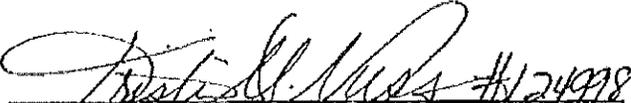
SWEETWATER COUNTY SHERIFF'S OFFICE



Michael Lowell, Sheriff

01/14/15
Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM



Kristin M. Nuss, Senior Assistant Attorney General

01-06-15
Date


1-14-15

**CONTRACT FOR TASK FORCE OFFICERS BETWEEN
WYOMING DIVISION OF CRIMINAL INVESTIGATION
AND
SWEETWATER COUNTY SHERIFF'S OFFICE**

1. **Parties.** The parties to this Contract are the Wyoming Division of Criminal Investigation (DCI), whose address is: 208 South College Drive, Cheyenne, WY, 82002 and the Sweetwater County Sheriff's Office (Home Agency), whose address is: 731 C Street, Suite 234, Rock Springs, WY 82901.
2. **Purpose of Contract.** The purpose of this Agreement is to set forth the terms and conditions by which the parties shall cooperate as members of the Enforcement Team(s) to identify drug offenders, make undercover purchases, develop conspiracy cases against major drug traffickers, as well as to investigate other violations as needed.

3. **Term of Contract and Required Approvals.**

A. This Contract is effective when all parties have executed it and all required approvals have been granted [Effective Date]. The Performance Period for this Contract is from when the Home Agency initially assigns a TFO(s) to DCI, until the Home Agency or DCI terminates this agreement. This (12) month cycle is specific to a forty-two thousand dollars (\$42,000.00) cap for reimbursement(s) for the TFO's regular pay, and associated FICA, Medicare, Workers' Compensation, Unemployment Insurance and Retirement benefits, as indicated in the table below. All overtime pay and associated FICA, Medicare, Workers Compensation, Unemployment Insurance and Retirement benefits will be reimbursed at 100%.

All services shall be completed during this term. Renewal will occur until DCI or the Home Agency determines further participation by the Home Agency is no longer essential to the Team structure or DCI faces budgetary constraints to support this program.

B. By law, agreements for professional or other services must be approved by the Attorney General and the Department of Administration and Information's Procurement Office, Wyo. Stat § 9-1-403(b)(v), and all agreements for services costing over one thousand, five hundred dollars (\$1,500.00) must be approved by the Governor or his designee as well, Wyo. Stat §9-2-1016(b)(iv)(D).

4. **Payment.** DCI agrees to pay the Home Agency for the services covered by this Agreement as follows:

Task Force Officer Compensation will be reimbursed as follows:

NOTE: Definition of reimbursable amounts

	<u>TOTALS</u>
Annual reimbursement for each TFO's regular payroll, FICA, Medicare, Worker's Comp, & Retirement, Paid by DCI:	\$42,000
Overtime reimbursement for DCI overtime, plus applicable FICA, Medicare, Worker's Compensation, Unemployment and Retirement:	No Limits

The Home Agency shall submit a payroll processing calendar identifying time sheet cut-off dates for both regular and overtime payments being billed to DCI. Payroll, payroll taxes and overtime, if any, shall be submitted monthly, via a Standard Excel Billing Template Spreadsheet that will be provided by DCI. The billings must include a copy from the Home Agency's payroll system (payroll journal summary verification documents), and signed DCI TFO time sheets, verifying all calculations of regular and overtime pay which coincide with the Home Agency's payroll processing calendar. The TFO will work a regular Monday through Friday, 8:00 am to 5:00 pm work week for DCI. The TFO will also work any assigned hours beyond the above DCI regular schedule deemed necessary by the Team Leader and Commander to accomplish investigative goals as it relates to DCI cases. Additional DCI hours worked will be defined by the Team Leader and Commander and will be processed as additional pay based on the Home Agency's payroll schedule policy and procedures. DCI may not reimburse any working hours that the Home Agency assigns to the TFO that are not preapproved. The Home Agency will send all billings to:

Wyoming Division of Criminal Investigations
Attn: DCI Fiscal Department
208 South College Drive
Cheyenne, WY 82002
(307) 777-7181

Any charges not submitted to DCI for reimbursement within the stated timelines may become the sole responsibility of the Home Agency.

- Purpose of the Drug Enforcement Teams:** The goal of the Drug Enforcement Teams is to enhance, through jointly controlled operations, the ability of federal, state, and local criminal justice agencies to remove specifically targeted street dealers and major drug traffickers through investigations, arrest, prosecution and conviction of drug trafficking organizations. The teams will coordinate multi-jurisdictional activities, resources and functions of law enforcement and prosecution agencies, in the successful investigation and prosecution of complex multi-jurisdictional crimes and their perpetrators.

The objectives are as follows:

Contract between
the State of Wyoming, Office of the Attorney General, Division of Criminal Investigation
and the Sweetwater County Sheriff's Office, R-Cap

- A. Investigation, prosecution and conviction of multi-jurisdictional drug traffickers, conspirators and violent offenders.
- B. Investigation, prosecution and conviction of drug traffickers, organizations, conspirators and violent offenders.
- C. Reduction of fractional, duplicative investigations and prosecutions by avoiding conflicting investigations.

6. **Agreement Between the Parties:**

A. DCI will assign a Team Leader to each Drug Enforcement Team. The Team Leader will report to his/her supervisor at DCI. The Team Leader, or his/her designee, i.e. of a satellite office, is the first line supervisor of the team. The Team Leader is responsible for day to day operations, case investigations, work assignments, case reports, performance ratings of team members, time sheets, overtime approval, financial expenditures and other duties as assigned.

B. The Team Leader and/or the Team Leader's supervisor will meet with the Sheriffs and Chiefs of the relevant Enforcement Team Region, on a monthly basis. The Team Leader is responsible for hosting an "Administrative Briefing" one time per calendar year. The Team Leader will invite all law enforcement agency heads within the respective Drug Enforcement Team's area of responsibility. This briefing will allow Agents and Task Force Officer(s) of the Drug Enforcement Teams to present investigations and other relevant information to local agency/ies as well as state and federal law enforcement agencies.

C. Only POST-Certified Peace Officer(s), with at least two years of law enforcement experience, will serve as a TFO on a Drug Enforcement Team. DCI will assist in the TFO selection process by interviewing TFO candidates and reviewing their qualifications. DCI has the right to reject TFO candidates who, in the opinion of the DCI Director or his designee, are not well-suited to participate on a Drug Enforcement Team. Once assigned, the TFO is expected to serve in that capacity for at least two years unless he or she ceases to be employed by the Home Agency, or DCI determines that he or she should cease to serve as a TFO. When the TFO ceases to serve as a TFO, the Home Agency may designate another Officer or Deputy as a TFO, pursuant to the process outlined above.

D. DCI and/or the Home Agency will provide office space and a vehicle, as well as supplies and equipment required for the position. The TFO will return all equipment that is provided by DCI to DCI.

DCI is responsible for all insurance coverage on the assigned TFO vehicles, and will provide full insurance coverage for an assigned TFO vehicle through the State of Wyoming Risk Management Agency. The TFO will be responsible to adhere to the State of Wyoming Vehicle Use Policies and Procedures. The State of Wyoming Risk Management Agency deems that windshield replacement for the TFO Vehicle, for any reason, is the responsibility

of the DCI. DCI will provide fuel as well as routine vehicle maintenance and repairs, including oil changes, lubrication, and tires for the TFO vehicle and will cover costs associated with installation of emergency and communication equipment. TFOs are responsible for printing their name, as well as the assigned vehicle number, on all invoices for repairs and maintenance to the TFO vehicle and forwarding this information to DCI Headquarters in Cheyenne, attention Fiscal Office. If the TFO is replaced on the Drug Enforcement Team by another Officer or Deputy from the Home Agency, DCI will assign the TFO vehicle to that Officer or Deputy. If the assigned TFO leaves the Drug Enforcement Team and is not replaced by another Officer or Deputy from the Home Agency, the Home Agency will return the assigned vehicle to the designated Team office. DCI will reassign or replace TFO vehicles as it deems appropriate.

E. The TFO is responsible to adhere to the following rules and policies established by the State of Wyoming: Personnel Rules, Substance Abuse, Code of Ethics, Workplace Violence, Anti-Discrimination, Internet Acceptable Use and E-Mail Management. . The TFO will also complete the State of Wyoming Defensive Driving Program and adhere to DCI policies and procedures. If there is a rule, policy or procedure violation, DCI will notify the TFO's Home Agency of the violation. It is further understood and agreed by the Parties that the TFO remains an employee of the Home Agency and is not an employee of the State of Wyoming. The TFO will also perform DCI firearms training and qualifications per DCI Policies.

F. Unless exigent circumstances exist, case work outside each Enforcement Team region requires prior DCI approval. Any travel by the TFO that is required outside the State of Wyoming must have prior approval by the DCI Team Leader and Commander.

G. DCI will provide Agent(s) to serve on the Task Force who are POST- certified and experienced in drug enforcement. DCI will attempt to provide a POST-certified, forty (40) hour DCI Drug Investigation/Enforcement School for the TFO at DCI's discretion. DCI may also provide additional training that is relevant to the TFO's assignment to the Enforcement Team. Costs of training that is not specific to the objectives of the Enforcement Team may be the sole responsibility of the Home Agency.

H. If the Home Agency requests forfeiture of assets seized without the participation of DCI Enforcement Team the DCI Director or his designee will determine whether DCI will proceed with forfeiture. All forfeiture proceedings must follow DCI policy. DCI shall have control of the forfeiture process and the authority to negotiate and settle the case.

I. The designated Team Leader at DCI will periodically inform his/her supervisors and the head of the Home Agency of the TFO's performance and progress. In the event of a commendation or disciplinary action, the Team Leader will notify his or her supervisor and the head of the Home Agency.

J. Press releases shall be a cooperative effort between DCI and the Home Agency. Each party shall keep the other party informed to the best of their ability, under the circumstances. The Team Leader shall provide the head of the Home Agency with the

necessary information to issue a press release. DCI and the Home Agency shall coordinate the timing of the press release following an arrest or operation. However, information about investigations that are sensitive in nature will be released to the press only at the discretion of the DCI Director. The press release may include the names and ages of persons involved, type and amount of drugs, seizures, forfeitures, and length of investigation.

K. In the event the Home Agency's policies or procedures conflict with those of DCI DCI's current policies and procedures will take precedence while the TFO remains assigned to the Drug Enforcement Team.

L. Nothing contained herein alters, extends or modifies the Peace Officer Liability coverage provided by the State Self-Insurance Program pursuant to Wyo. Stat. §1-41-103 and related case law.

M. The Home Agency shall follow all applicable federal, state and local guidelines under the JAG program, including but not limited to the following: OMB Uniform Guidance on Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards (OMB Circular 2 CFR Part 200) and Fair Labor Standards Act (FLSA).

7. General Provisions.

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

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

C. Availability of Funds. DCI will reimburse the Home Agency when state or federal government funds allocated to pay the Home Agency for purposes of this Agreement are available. If funds are not allocated and available for DCI to pay the Home Agency for these services, DCI may terminate this Agreement at the end of the period for which the funds are available. DCI shall notify the Home Agency at the earliest possible time if this Agreement will or may be affected by a shortage of funds. No liability shall accrue to DCI in the event this provision is exercised, and DCI shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed so as to permit DCI to terminate this Agreement in order to acquire similar services from another party.

D. Entirety of Agreement. This Agreement, consisting of eight (8) pages represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral. The parties acknowledge that this Agreement is also subject to current Wyoming Personnel Rules.

E. Force Majeure. Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

F. Indemnification. Each party to this agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.

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

H. Prior Approval. This Agreement shall not be binding upon either party, no services shall be performed under the terms of this Agreement, and the Wyoming State Auditor shall not draw warrants for payment on this Agreement, until this Agreement has been reduced to writing, approved as to form by the Office of the Attorney General, filed with and approved by the Department of Administration and Information's Procurement Office and approved by the Governor of the State of Wyoming or his designee if required by Wyo Stat §9-2-1016(b)(iv)(D).

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

J. Sovereign Immunity. The State of Wyoming, and DCI do not waive sovereign immunity by entering into this Agreement and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. §1-39-104(a) and all other state or federal law. The Home Agency by entering into this Agreement does not waive governmental immunity to the extent it is provided by law.

K. Termination of Agreement. This Agreement may be terminated by either party at any time, with or without cause.

L. 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 parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

M. Time is of the Essence. Time is of the essence in all provisions of the Agreement.

N. Titles Not Controlling. Titles of paragraphs are for reference only, and shall not be used to construe the language in this Agreement.

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

INTENTIONALLY LEFT BLANK

8. **Signatures.** By signing this Contract, the parties certify that they have read and understood it, that they agree to be bound by the terms of the Contract, and that they have the authority to sign it.

This Contract is not binding on either party until approved by the Department of Administration and Information's Procurement Office and the Governor of the State of Wyoming or his designee, if required by Wyo. Stat. §9-2-1016(b)(iv)(D).

WYOMING DIVISION OF CRIMINAL INVESTIGATION

Steven R. Woodson, Director

Date

SWEETWATER COUNTY COMMISSIONERS

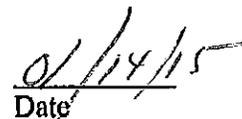
Wally J. Johnson, Chairman

Date

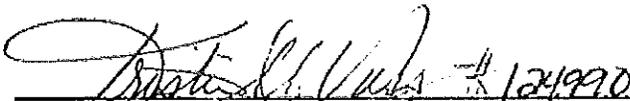
SWEETWATER COUNTY SHERIFF'S OFFICE



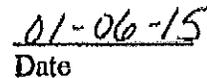
Michael Lowell, Sheriff


Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM



Kristin M. Nuss, Senior Assistant Attorney General


Date

OK
MB
1-14-15

**CONTRACT FOR TASK FORCE OFFICERS BETWEEN
THE STATE OF WYOMING, OFFICE OF THE ATTORNEY GENERAL,
DIVISION OF CRIMINAL INVESTIGATION
AND
SWEETWATER COUNTY SHERIFF'S OFFICE**

1. **Parties.** The parties to this Contract are the Wyoming Division of Criminal Investigation (DCI), whose address is: 208 South College Drive, Cheyenne, WY, 82002 and the Sweetwater County Sheriff's Office [Home Agency], whose address is: 731 C Street, Suite 234, Rock Springs, WY 82901.
2. **Purpose of Contract.** The purpose of this Agreement is to set forth the terms and conditions by which the parties shall cooperate as members of the Enforcement Team(s) to identify drug offenders, make undercover purchases, develop conspiracy cases against major drug traffickers, as well as to investigate other violations as needed.

3. **Term of Contract and Required Approvals.**

A. This Contract is effective when all parties have executed it and all required approvals have been granted [Effective Date]. The Performance Period for this Contract is from when the Home Agency initially assigns a TFO(s) to DCI, until the Home Agency or DCI terminates this agreement. This (12) month cycle is specific to the HIDTA Sub Recipient Award for that calendar year for reimbursement(s) for the TFO's regular pay, and fringe benefits. All overtime pay and associated FICA, Medicare, Workers Compensation, Unemployment Insurance and Retirement benefits will be reimbursed at 100%.

All services shall be completed during this term. Renewal will occur until DCI or the Home Agency determines further participation by the Home Agency is no longer essential to the Team structure or DCI faces budgetary constraints to support this program.

B. By law, agreements for professional or other services must be approved by the Attorney General and the Department of Administration and Information's Procurement Office, Wyo. Stat § 9-1-403(b)(v), and all agreements for services costing over one thousand, five hundred dollars (\$1,500.00) must be approved by the Governor or his designee as well, Wyo. Stat §9-2-1016(b)(iv)(D).

4. **Payment.** DCI agrees to pay the Home Agency for the services covered by this Agreement and the Home Agency's Sub Recipient Award.

The Home Agency shall submit a payroll processing calendar identifying time sheet cut-off dates for both regular and overtime payments being billed to DCI. Payroll, payroll taxes and overtime, if any, shall be submitted monthly, via a Standard Excel Billing Template Spreadsheet that will be provided by DCI. The billings must include a copy from

the Home Agency's payroll system (payroll journal summary verification documents), and signed DCI TFO time sheets, verifying all calculations of regular and overtime pay which coincide with the Home Agency's payroll processing calendar. The TFO will work a regular Monday through Friday, 8:00 am to 5:00 pm work week for DCI. The TFO will also work any assigned hours beyond the above DCI regular schedule deemed necessary by the Team Leader and Commander to accomplish investigative goals as it relates to DCI cases. Additional DCI hours worked will be defined by the Team Leader and Commander and will be processed as additional pay based on the Home Agency's payroll schedule policy and procedures. DCI may not reimburse any working hours that the Home Agency assigns to the TFO that are not preapproved. The Home Agency will send all billings to:

Wyoming Division of Criminal Investigations

Attn: DCI Fiscal Department

208 South College Drive

Cheyenne, WY 82002

(307-777-7181)

Any charges not submitted to DCI for reimbursement within the stated timelines may become the sole responsibility of the Home Agency.

5. **Purpose of the Drug Enforcement Teams:** The goal of the Drug Enforcement Teams is to enhance, through jointly controlled operations, the ability of federal, state, and local criminal justice agencies to remove specifically targeted street dealers and major drug traffickers through investigations, arrest, prosecution and conviction of drug trafficking organizations. The teams will coordinate multi-jurisdictional activities, resources and functions of law enforcement and prosecution agencies, in the successful investigation and prosecution of complex multi-jurisdictional crimes and their perpetrators.

The objectives are as follows:

- A. Investigation, prosecution and conviction of multi-jurisdictional drug traffickers, conspirators and violent offenders.
 - B. Investigation, prosecution and conviction of drug traffickers, organizations, conspirators and violent offenders.
 - C. Reduction of fractional, duplicative investigations and prosecutions by avoiding conflicting investigations.
6. **Agreement Between the Parties:**
- A. DCI will assign a Team Leader to each Drug Enforcement Team. The Team Leader will report to his/her supervisor at DCI. The Team Leader, or his/her designee, i.e. of a satellite office, is the first line supervisor of the team. The Team Leader is responsible for day to day operations, case investigations, work assignments, case reports, performance

ratings of team members, time sheets, overtime approval, financial expenditures and other duties as assigned.

B. The Team Leader and/or the Team Leader's supervisor will meet with the Sheriffs and Chiefs of the relevant Enforcement Team Region, on a monthly basis. The Team Leader is responsible for hosting an "Administrative Briefing" one time per calendar year. The Team Leader will invite all law enforcement agency heads within the respective Drug Enforcement Team's area of responsibility. This briefing will allow Agents and Task Force Officer(s) of the Drug Enforcement Teams to present investigations and other relevant information to local agency/ies as well as state and federal law enforcement agencies.

C. Only POST-Certified Peace Officer(s), with at least two years of law enforcement experience, will serve as a TFO on a Drug Enforcement Team. DCI will assist in the TFO selection process by interviewing TFO candidates and reviewing their qualifications. DCI has the right to reject TFO candidates who, in the opinion of the DCI Director or his designee, are not well-suited to participate on a Drug Enforcement Team. Once assigned, the TFO is expected to serve in that capacity for at least two years unless he or she ceases to be employed by the Home Agency, or DCI determines that he or she should cease to serve as a TFO. When the TFO ceases to serve as a TFO, the Home Agency may designate another Officer or Deputy as a TFO, pursuant to the process outlined above.

D. DCI and/or the Home Agency will provide office space and a vehicle, as well as supplies and equipment required for the position. The TFO will return all equipment that is provided by DCI to DCI.

DCI is responsible for all insurance coverage on the assigned TFO vehicles, and will provide full insurance coverage for an assigned TFO vehicle through the State of Wyoming Risk Management Agency. The TFO will be responsible to adhere to the State of Wyoming Vehicle Use Policies and Procedures. The State of Wyoming Risk Management Agency deems that windshield replacement for the TFO Vehicle, for any reason, is the responsibility of the DCI. DCI will provide fuel as well as routine vehicle maintenance and repairs, including oil changes, lubrication, and tires for the TFO vehicle and will cover costs associated with installation of emergency and communication equipment. TFOs are responsible for printing their name, as well as the assigned vehicle number, on all invoices for repairs and maintenance to the TFO vehicle and forwarding this information to DCI Headquarters in Cheyenne, attention Fiscal Office. If the TFO is replaced on the Drug Enforcement Team by another Officer or Deputy from the Home Agency, DCI will assign the TFO vehicle to that Officer or Deputy. If the assigned TFO leaves the Drug Enforcement Team and is not replaced by another Officer or Deputy from the Home Agency, the Home Agency will return the assigned vehicle to the designated Team office. DCI will reassign or replace TFO vehicles as it deems appropriate.

E. The TFO is responsible to adhere to the following rules and policies established by the State of Wyoming: Personnel Rules, Substance Abuse, Code of Ethics, Workplace Violence, Anti-Discrimination, Internet Acceptable Use and E-Mail Management. . The TFO will also complete the State of Wyoming Defensive Driving Program and adhere to

DCI policies and procedures. If there is a rule, policy or procedure violation, DCI will notify the TFO's Home Agency of the violation. It is further understood and agreed by the Parties that the TFO remains an employee of the Home Agency and is not an employee of the State of Wyoming. The TFO will also perform DCI firearms training and qualifications per DCI Policies.

F. Unless exigent circumstances exist, case work outside each Enforcement Team region requires prior DCI approval. Any travel by the TFO that is required outside the State of Wyoming must have prior approval by the DCI Team Leader and Commander.

G. DCI will provide Agent(s) to serve on the Task Force who are POST- certified and experienced in drug enforcement. DCI will attempt to provide a POST-certified, forty (40) hour DCI Drug Investigation/Enforcement School for the TFO at DCI's discretion. DCI may also provide additional training that is relevant to the TFO's assignment to the Enforcement Team. Costs of training that is not specific to the objectives of the Enforcement Team may be the sole responsibility of the Home Agency.

H. If the Home Agency requests forfeiture of assets seized without the participation of DCI Enforcement Team the DCI Director or his designee will determine whether DCI will proceed with forfeiture. All forfeiture proceedings must follow DCI policy. DCI shall have control of the forfeiture process and the authority to negotiate and settle the case.

I. The designated Team Leader at DCI will periodically inform his/her supervisors and the head of the Home Agency of the TFO's performance and progress. In the event of a commendation or disciplinary action, the Team Leader will notify his or her supervisor and the head of the Home Agency.

J. Press releases shall be a cooperative effort between DCI and the Home Agency. Each party shall keep the other party informed to the best of their ability, under the circumstances. The Team Leader shall provide the head of the Home Agency with the necessary information to issue a press release. DCI and the Home Agency shall coordinate the timing of the press release following an arrest or operation. However, information about investigations that are sensitive in nature will be released to the press only at the discretion of the DCI Director. The press release may include the names and ages of persons involved, type and amount of drugs, seizures, forfeitures, and length of investigation.

K. In the event the Home Agency's policies or procedures conflict with those of DCI DCI's current policies and procedures will take precedent while the TFO remains assigned to the Drug Enforcement Team.

L. Nothing contained herein alters, extends or modifies the Peace Officer Liability coverage provided by the State Self-Insurance Program pursuant to Wyo. Stat. §1-41-103 and related case law.

M. The Home Agency shall follow all applicable federal, state and local guidelines under the HIDTA program, including but not limited to the following: OMB Uniform

Guidance on Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards (OMB Circular 2 CFR Part 200) and Fair Labor Standards Act (FLSA).

7. **General Provisions.**

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

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

C. Availability of Funds. DCI will reimburse the Home Agency when state or federal government funds allocated to pay the Home Agency for purposes of this Agreement are available. If funds are not allocated and available for DCI to pay the Home Agency for these services, DCI may terminate this Agreement at the end of the period for which the funds are available. DCI shall notify the Home Agency at the earliest possible time if this Agreement will or may be affected by a shortage of funds. No liability shall accrue to DCI in the event this provision is exercised, and DCI shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed so as to permit DCI to terminate this Agreement in order to acquire similar services from another party.

D. Entirety of Agreement. This Agreement, consisting of seven (7) pages represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral. The parties acknowledge that this Agreement is also subject to current Wyoming Personnel Rules.

E. Force Majeure. Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

F. Indemnification. Each party to this agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.

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

H. Prior Approval. This Agreement shall not be binding upon either party, no services shall be performed under the terms of this Agreement, and the Wyoming State Auditor shall not draw warrants for payment on this Agreement, until this Agreement has been reduced to writing, approved as to form by the Office of the Attorney General, filed with and approved by the Department of Administration and Information's Procurement Office and approved by the Governor of the State of Wyoming or his designee if required by Wyo Stat §9-2-1016(b)(iv)(D).

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

J. Sovereign Immunity. The State of Wyoming, and DCI do not waive sovereign immunity by entering into this Agreement and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. §I-39-104(a) and all other state or federal law. The Home Agency by entering into this Agreement does not waive governmental immunity to the extent it is provided by law.

K. Termination of Agreement. This Agreement may be terminated by either party at any time, with or without cause.

L. 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 parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

M. Time is of the Essence. Time is of the essence in all provisions of the Agreement.

N. Titles Not Controlling. Titles of paragraphs are for reference only, and shall not be used to construe the language in this Agreement.

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

8. **Signatures.** By signing this Contract, the parties certify that they have read and understood it, that they agree to be bound by the terms of the Contract, and that they have the authority to sign it.

This Contract is not binding on either party until approved by the Department of Administration and Information's Procurement Office and the Governor of the State of Wyoming or his designee, if required by Wyo. Stat. §9-2-1016(b)(iv)(D).

WYOMING DIVISION OF CRIMINAL INVESTIGATION

Steven R. Woodson, Director

Date

SWEETWATER COUNTY COMMISSIONERS

Wally J. Johnson, Chairman

Date

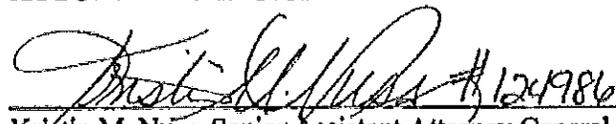
SWEETWATER COUNTY SHERIFF'S OFFICE



Michael Lowell, Sheriff

01/14/15
Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM



Kristin M. Nuss, Senior Assistant Attorney General

01-06-15
Date

OK
MD
1-14-15

BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

Requested Meeting Date: January 20, 2015	Name & Title of Presenter: Marty Dernovich, Purchasing Manager Sheriff Lowell
Department or Organization: Purchasing	Contact Phone & E-mail: 307-922-5435
Exact Wording for Agenda: Sheriff Vehicle Exchange Discussion	Preference of Placement on Agenda & Amount of Time Requested for Presentation: 15 Minutes
Will there be Handouts? (If yes, include with meeting request form) Yes - Memo	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
- 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) 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.

PURCHASING & INVENTORY WAREHOUSE

SWEETWATER
C•O•U•N•T•Y

50140 A US HWY 191 S. • ROCK SPRINGS, WY 82901
MAIN (307) 922-5434 - FAX (307) 872-6469

- MARTY DERNOVICH, MANAGER
(307) 922-5435
- MARILYN "MEL" NOMIS, SENIOR BUYER
(307) 922-5436
- ERIN WYANT, INVENTORY CONTROLLER
(307) 922-5437

January 14, 2015

TO: Sweetwater County Commissioners

FROM: Marty Dernovich, Purchasing Manager 

RE: Exchange of pool vehicle with a sheriff vehicle

Sheriff, Mike Lowell has requested a different vehicle for his use as he feels the 2011 Suburban with 60,953 used by his predecessor is not economical for him to drive for his duties. He has asked if there is a Mid-Size SUV available in the County's fleet that could be exchanged for the Suburban.

The County currently has three Mid-Size SUV's in the pool fleet that are used by various departments for out of town travel. They are a 2006 Ford Explorer with 69,285 miles, two 2006 Chevy Trailblazers one with 40,820 miles and the other has 45,600 miles.

After speaking with Sheriff Lowell and Captain Hawkins the vehicle best suited for the exchange would be the 2006 Ford Explorer.

Should this exchange take place, as overseer of the pool vehicles the Purchasing Department will limit the use of this vehicle to two or more travelers as much as possible due to the size and fuel efficiency of the vehicle.



BOARD OF COUNTY COMMISSIONERS

MEETING REQUEST FORM

Requested Meeting Date: BOCC-January 20th, 2015	Name & Title of Presenter: John P. Radosevich County Engineer
Department or Organization: Engineering	Contact Phone & E-mail: 307-872-3921
Exact Wording for Agenda: Discussion and Agreement with United States Department of Agriculture Farm Service Agency for Aerial Photography	Preference of Placement on Agenda & Amount of Time Requested for Presentation: 10 minutes
Will there be Handouts? (If yes, include with meeting request form) yes	Will handouts require SIGNATURES: Board Approval and authorize Chairman to sign all necessary 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
- 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) 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 NUMBER ISA-2015NAIP-WY-10
 BETWEEN
 UNITED STATES DEPARTMENT OF AGRICULTURE
 FARM SERVICE AGENCY, AERIAL PHOTOGRAPHY FIELD OFFICE
 AND
Sweetwater County

SUMMARY

- A. Authority: This Agreement has been entered under the Authority of Intergovernmental Cooperation Act (31 USC 6505) between the United States Department of Agriculture, Farm Service Agency, Aerial Photography Field Office herein referred to as APFO and **Sweetwater County** herein referred to as "**County**".
- B. Purpose: The purpose of this Agreement is to set forth the terms and conditions for the work to be performed by each partner.
- C. Term: This Agreement shall begin on February 17, 2015 and shall remain in effect until September 30, 2016
- D. Modifications: This Agreement may be modified only by written amendment executed by all parties, as identified below, prior to any changes performed.
- E. Contingencies: This Agreement is dependent upon FSA funding the NAIP program and contractor costs not exceeding the funds available for this project.
- F. Costs: **Sweetwater County** agrees to provide amount of **\$21,201.00** towards the cost for work described in this Agreement. In no case shall this amount be exceeded without written modification of the Agreement.

AUTHORIZED APPROVALS

a. FOR REIMBURSING AGENCY		b. FOR AGENCY TO BE REIMBURSED	
SIGNATURE	DATE	SIGNATURE	DATE
TITLE Wally J. Johnson Chairman		TITLE: Ronald B. Nicholls, Director USDA/FSA/Aerial Photography Field Office	
SIGNATURE	DATE	SIGNATURE	DATE
TITLE		TITLE	

Addendum A

This Agreement is established to cost share for the 2015 acquisition and delivery of one-half meter resolution, 4-band, ortho-rectified digital imagery of Wyoming, by utilizing the existing Indefinite Delivery Indefinite Quantity (IDIQ) National Agriculture Imagery Program (NAIP) contract.

A. Scope of Work

This Agreement is limited to those activities required to enable the APFO to contract, inspect, and deliver one-half meter 4-band ortho-rectified digital imagery consistent with the requirements of the 2012 5-year IDOQ NAIP contract as amended and the 2015 task order (NAIP-TO-3-15-1). The contract and task order will be posted on the APFO website (<http://www.fsa.usda.gov> go to Aerial Photography, Contract Services, Business Opportunities) by February 1, 2015.

1. **Partner Requirements.** There are no unique **County** requirements for this agreement.
2. **Potential Product Defects.** In the event deliverables do not conform to the above reference contract or task order, APFO has the option to review and accept these materials as a convenience to the Government with possible consideration from the Contractor. APFO will provide notice to **Sweetwater County** and consider any evaluation they wish to submit. However, APFO will have the final decision on product acceptance.

B. Deliverable Products and Schedule

The following products shall be acquired through the above referenced NAIP task order. A single copy of the products will be supplied to BLM Wyoming State Office by APFO for distribution among the Wyoming group. A copy of the products will not be provided directly to **Sweetwater County**.

Product	Description	Format	Delivery Date on or before
Orthoimagery	1/2-Meter resolution, 4-band Digital Ortho-rectified Quarter Quadrangles (DOQQs, 3.75-minutes longitude by 3.75-minute latitude tiles) GeoTiff formatted. The required tiles are as identified in the NAIP Task Order.	Internal Hard Drive	Feb 28, 2016
Compressed Orthoimagery	Compressed county mosaic natural color (CCM) as identified in the Task Order derived from the 1/2-meter ortho-rectified imagery in MrSID format. Compression ratio: nominal 60:1.	Internal Hard Drive	Feb 28, 2016
Metadata	Compliant with the Federal Geographic Data Committee's Content Standards for Digital Geospatial Metadata (FGDC-STD-001-1998; http://www.fgdc.gov/metadata/csdgml/).	delivered with imagery	Feb 28, 2016
Acquisition Progress Reports	APFO shall make available, a graphical presentation of acquisition progress.	Webpage	Feb 28, 2016

C. General Terms and Conditions

1. **Administration.** The following individuals may be contacted for their subject issues.

USDA-FSA-APFO
 2222 West 2300 South
 Salt Lake City, Utah 84119

Financial and Terms of the Agreement or Technical Specifications:
Ms. Bridget Barlow, Administrative Project Specialist/COR
E-mail Address: bridget.barlow@slc.usda.gov
Telephone: (801) 844-2911

Your Contact info:

John P. Radosevich, P.E.
County Engineer
80 West Flaming Gorge Way, Suite 23
Green River, WY 82935

Email: Radosevichj@sweet.wy.us
Office: (307) 872-3921
(307) 922-5428
Fax: (307) 872-3991

Only these individuals shall issue instructions, notices, consents, demands, or other communications required by and for this Agreement. All verbal communications shall have a same day written confirmation/summary by either e-mail or standard or express mail.

2. **Availability of Funds.** This Agreement is dependent upon contractor costs not exceeding the funds available for this project. In the event, costs exceed the funds available APFO will issue a cancellation notice without entitlement of payment from **Sweetwater County**.
3. **Payment Schedule.** Advanced payment will need to be made in full no later than March 15, 2015
4. **Modifications.** Prior to any changes performed, this Agreement must be modified by written notice with the interested parties consent expressed by signature and date in accordance with any required laws or regulations.

Each party in this Agreement must acquire the required signature(s) on two original copies of a modification so that each party may have an original copy.
5. **Incomplete Coverage.** In the event imagery acquisition is not attained as scheduled, the **County** shall not be invoiced or a refund issued for the amount equivalent to the percentage not flown.
6. **Independent Parties.** It is expressly acknowledged by the parties to this Agreement that each party and their actions are independent. Nothing herein shall infer or construe a principal/agent relationship or to allow one party to represent the other party in its actions.
7. **Compliance with Federal Laws.** In performance of work under this Agreement, all parties must fully comply with all applicable federal laws, rules and regulations, including the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the American with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital or family status. (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, Room 326-Whitten Building, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call (202) 720-5964 (voice or TDD). USDA is an equal opportunity provider and employer.

8. **Original Imagery Maintenance.** APFO will maintain and store all original NAIP deliverables from the contractor at our facilities. All accepted NAIP imagery shall be placed under public domain.

9. **Cancellation.** This Agreement shall remain in effect until the first of either completion of the objectives, formal termination, or September 30, 2016. To formally terminate this Agreement either party, shall provide written notice of cause and allow fourteen (14) days for review and mutual consent. In the event of such cancellation, with the exception of contractor costs exceeding availability of funds, the APFO will be entitled to a payment for work and services performed, determined on a pro rata basis, with all termination costs associated with this cancellation.

BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

Requested Meeting Date: BOCC- January 20, 2015	Name & Title of Presenter: John P. Radosevich Sweetwater Public Works Director
Department or Organization: Public Works	Contact Phone & E-mail: 307-872-3921
Exact Wording for Agenda: MOU between Sweetwater County and Sweetwater County Conservation District for access to County property for conducting water and soil samples	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 all necessary 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
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- 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) 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.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SWEETWATER COUNTY
AND
SWEETWATER COUNTY CONSERVATION DISTRICT**

This Memorandum of Understanding is entered into by and between the Sweetwater County Conservation District, hereinafter referred to as "District" and Sweetwater County, herein after referred to as "County". This Document sets forth the terms and conditions for the District to have access to County property for the limited purposes of conducting water quality and soil data collection monitoring activities conducted by the District on the specific County property listed below.

NOW THEREFORE, Sweetwater County and Sweetwater County Conservation District agree to the following terms:

Sweetwater County Conservation District agrees to:

1. The District will conduct monitoring activities regarding water quality and soil data pursuant to Wyoming Statutes 35-11-103 and 35-11-302. The water quality and soil data shall be collected under a pre-approved sampling and analysis plan which shall include quality control and quality assurance measures which assures scientifically valid data.
2. The District shall install a minimal amount of equipment at the sites which shall be limited to temporary staff and rain gauges and flow data logging equipment. Sweetwater County Conservation District shall remove all equipment immediately upon project completion.
3. The District shall utilize only laboratories that meet or exceed state and federal requirements for data analysis.
4. The District shall review the data results with the County following receipt of the data from the laboratory and shall provide the County with copies of the data analysis.
5. The District shall limit the monitoring activities set forth herein to the following property, to wit:

SE ¼ of the SE ¼ of Section 10, T19N, R105W, along Killpecker Creek at the returns collection pond at the southeast corner of the Fairgrounds area in Rock Springs, WY; (Deed: 0565 PAT 0436);

SW ¼ of the SW ¼ of Section 27, T20N, R101W, along County Road 84 – Black Butte Road, and

NE ¼ of the SE ¼ of Section 15, T19N, R105W, along Yellowstone Road.

other theory of law, based on this Memorandum of Understanding except as to any actions brought by a party to enforce the terms and conditions of the Memorandum of Understanding

The parties to this agreement, through their authorized representatives, have entered into this agreement on the dates set forth below.

Approved by the Sweetwater County Commissioners on this ___th day of _____, 2014.

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

BY: _____
Wally J. Johnson, Chairman

ATTEST:

Stephen Dale Davis, County Clerk

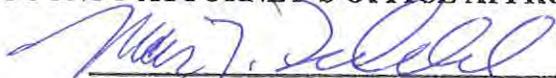
SWEETWATER COUNTY CONSERVATION DISTRICT



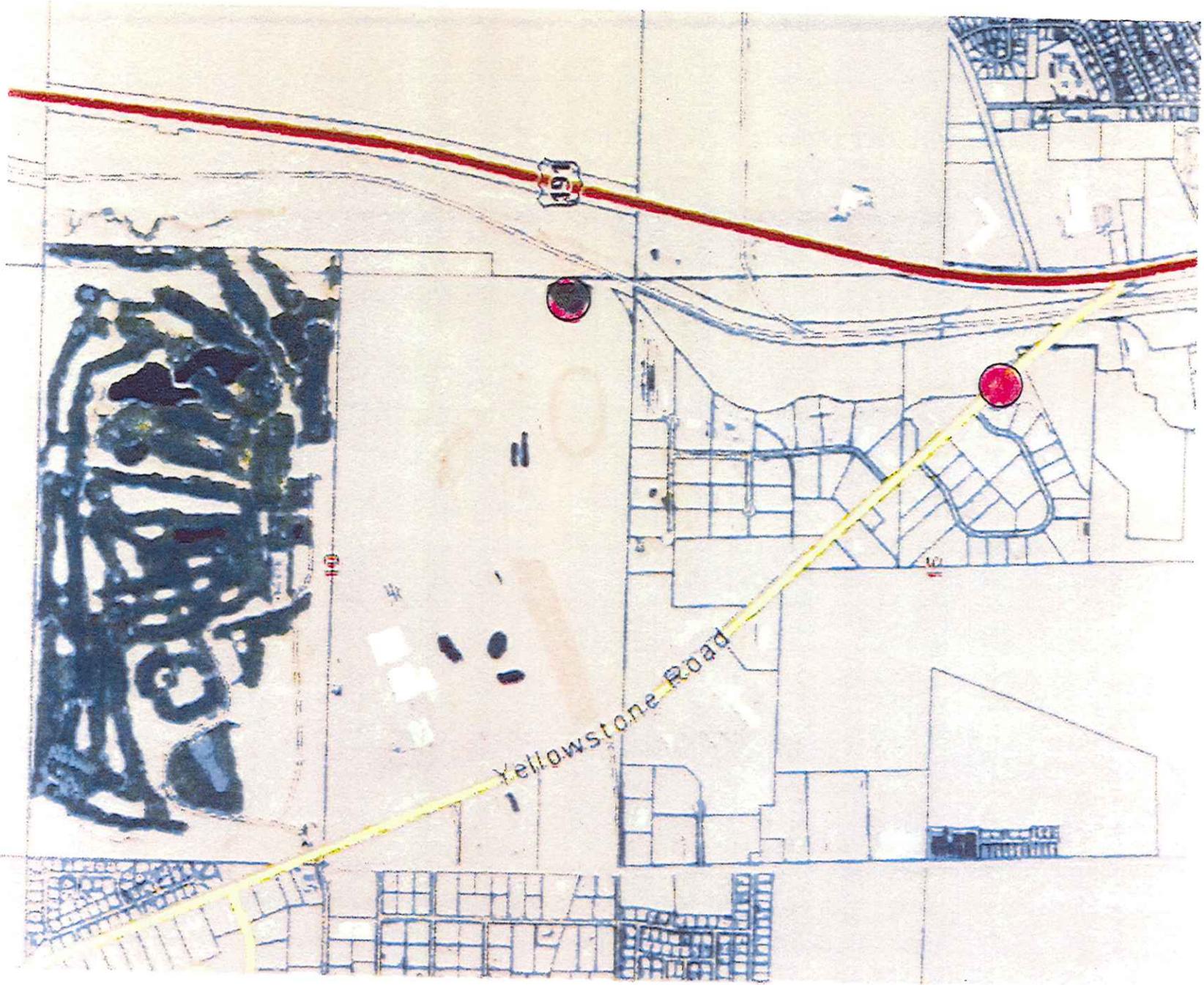
Henry D. Bliss

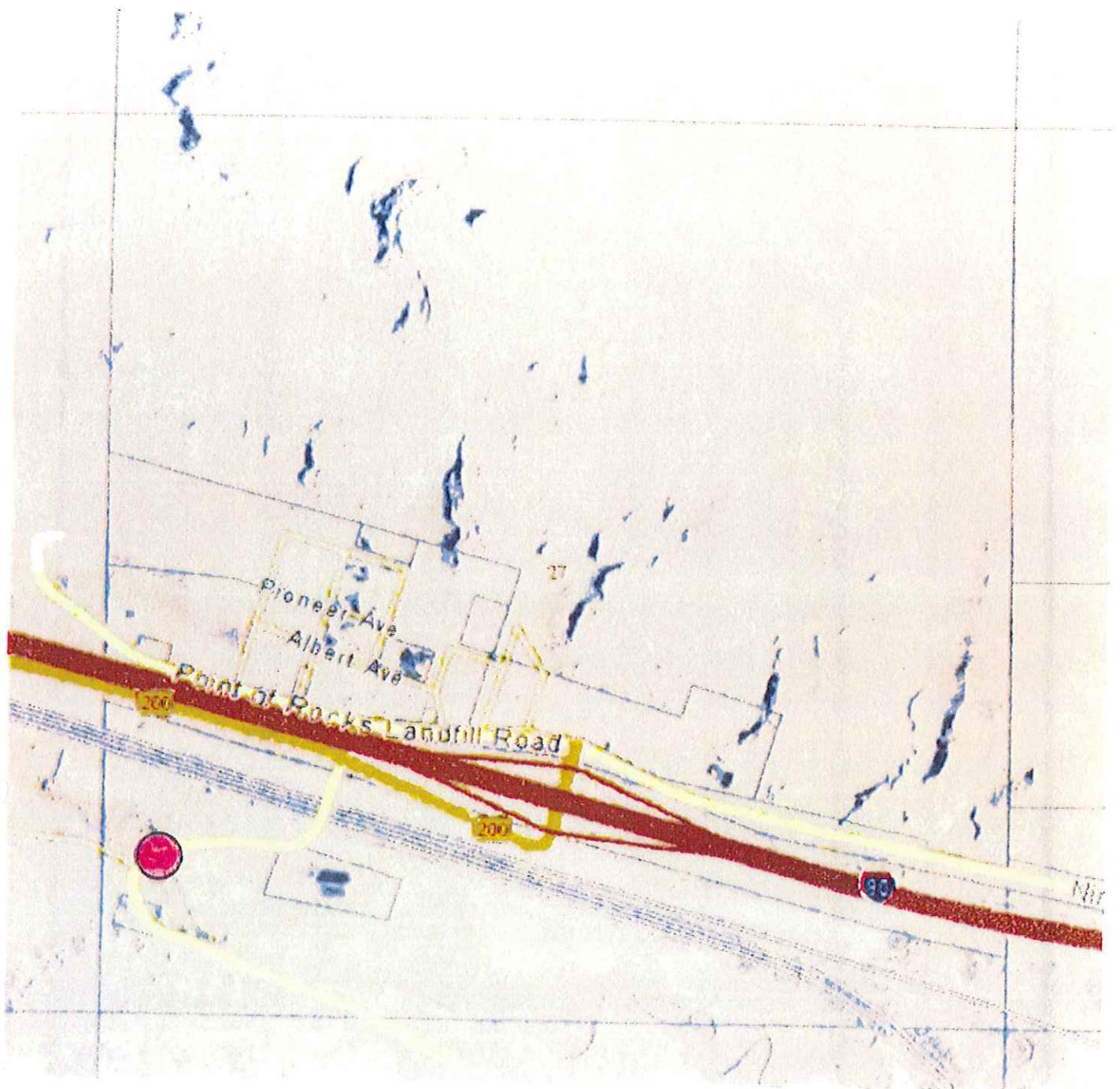
01-08-15
Date

COUNTY ATTORNEY'S OFFICE APPROVAL:



Marc T. Dedenbach, Deputy County Attorney





BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

Requested Meeting Date: BOCC-January 20th, 2015	Name & Title of Presenter: John P. Radosevich County Engineer
Department or Organization: Engineering	Contact Phone & E-mail: 307-872-3921
Exact Wording for Agenda: Notification to amend BLM ROW WYW87149 (County Road 4-37, Peru Cutoff Road)	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 all necessary 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
- 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) 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.



United States Department of the Interior

BUREAU OF LAND MANAGEMENT

High Desert District
Rock Springs Field Office
280 Highway 191 North
Rock Springs, Wyoming 82901-3447
www.blm.gov/wy



In Reply Refer To:
2710 (WYD04)
WYW167526
2800(WYD04)
WYW87149

DEC 23 2014

CERTIFIED MAIL - 7013 0600 0000 5978 2855 - RETURN RECEIPT REQUESTED

John Radosevich
Sweetwater County
80 West Flaming Gorge Way
Green River, WY 82935

Mr. Radosevich:

This letter is to advise you the following described public land which encompasses part of right-of-way (ROW) WYW87149 has been proposed for sale, BLM serial number WYW167526 (see attached map) under the authority of the Sections 203 of the Federal Land Policy and Management Act of 1976 (FLPMA):

Sixth Principal Meridian, Sweetwater County, Wyoming

T. 18 N., R. 108 W.,

sec. 10, W1/2W1/2NW1/4NE1/4, S1/2NE1/4, NW1/4, W1/2SW1/4, N1/2NE1/4SW1/4, N1/2N1/2SE1/4;

sec. 12, W1/2NW1/4NE1/4, S1/2NE1/4, and NW1/4;

containing 650 acres more or less.

The regulations at 43 CFR 2807.15(b) entitles you to notification prior to the transfer out of Federal ownership of land encumbered by your ROW. This letter is formal notification of the proposed sale and of the options available for future administration of the portions of the ROW within the above-described lands, in conformance with existing policies and procedures. Please note that any portions of the ROW not affected by the proposed sale will continue to be administered by the BLM under the terms, conditions, and stipulations of the existing ROW grant.

The available options for the portions of the ROW within the above-described lands are:

1. You can maintain the ROW under its current terms and conditions, including expiration date (status quo). The patent, if issued, would be subject to the ROW, and the patentee would succeed to the interest of the United States in all matters relating to the management of the ROW. Any disputes over compliance with the use and the terms and conditions of the ROW would be considered a civil matter between the patentee and yourself.
2. You can attempt to negotiate an easement with the prospective patentee that would become effective at the time of patent issuance. Upon request, the name(s) and address(es) of the apparent high bidder(s) of the sale parcels shall be available immediate after the sale date. You and the prospective patentee must jointly notify BLM at the above address in writing if an agreement is reached prior to patent issuance, and if so, the patent shall not be issued subject to the ROW. If an agreement cannot be reached prior to patent issuance, Option 1 (the status quo) shall automatically be implemented. Failure of you and the prospective patentee to reach an agreement shall not be justified to postpone issuance of the patent.
3. You may request amendment of the ROW to convert the term of the ROW to perpetuity. An application to amend the ROW must be submitted, and the amendment application shall be subject to payment of application processing and monitoring fees and potential changes in the term, conditions, and stipulations of the ROW. In the application (Standard Form 299), you must check Item 5.c., and must indicate in Item 7 that you are requesting conversion of the existing ROW to a perpetual ROW. Issuance of an amended grant shall require a one-time payment of rental in accordance with the regulations, and must be submitted in full prior to issuance of an amended grant. Individuals shall not be allowed to make incremental payments. This one-time rental payment shall be in addition to any previous rental paid for the ROW, however credit for rental previously paid shall be given for the "unused" portion of the rental on a prorated, actual dollar basis. Please be aware that a perpetual ROW shall only be granted if the public land is conveyed out of Federal ownership. The patent, if issued, would be subject to the perpetual ROW, and the patentee would succeed to the interest of the United States in all matters relating to the management of the ROW. Any disputes over compliance with the use and the terms and conditions of the ROW would be considered a civil matter between the patentee and yourself. In the event the amendment application would be rejected, Option 1 above (the status quo) shall automatically be implemented. If the public land is not sold and is retained in Federal ownership, the amendment application may be held in abeyance pending a determination for future consideration of disposal of the land.

4. You may request amendment of the ROW to convert the ROW to a perpetual easement. An application to amend the ROW must be submitted, and the amendment application shall be subject to payment of applicable application processing and monitoring fees and potential changes in the terms, conditions, and stipulations of the ROW/easement. In the application (Standard Form 299), you must check Item 5.c., and must indicate in Item 7 that you are requesting conversion of the existing ROW to a perpetual easement. Issuance of a perpetual easement shall require a one-time payment of rental (determined by the appraisal for the land disposal action), and must be submitted in full prior to issuance of an amendment grant. Individuals shall not be allowed to make incremental payments. This one-time payment shall be in addition to any previously rental paid for the ROW, however credit for rental previously paid shall be given for the "unused" portion of the rental on a prorated, actual dollar basis. Please be aware that an easement shall only be granted if the public land is conveyed out of Federal ownership. The patent, if issued, would be subject to the easement, and the patentee would succeed to the interest of the United States in all matter relating to the management of the easement. Any disputes over compliance with the use and the terms and conditions of the easement would be considered a civil matter between the patentee and yourself. In the even the amendment application would be rejected, Option 1 above (the status quo) shall automatically be implemented. If the public land is not sold and is retained in Federal ownership, the amendment application may be held in abeyance pending a determination for future consideration of disposal of the land.

You have sixty (60) days from receipt of this letter to notify us, in writing, at the above address as to which option you choose. If you chose either Option 3 or Option 4, your response must include the complete application to amend the ROW, except that for an easement application, submittal of the easement plat(s) may be deferred. A separate application must be submitted for each ROW. For an easement application, a separate easement plat must be submitted for the portion of each ROW within each sale parcel. The easement plats must comply with the requirements of State law and local ordinance for preparation of survey plats and document recording. Suggested plat guidelines are available upon request. If the easement plat is not submitted with the application, it must be received in this office no later than sixty (60) days after the publication of the Notice of Realty Action in the FEDERAL REGISTER for the proposed sale. Your failure to submit the required information or payments within the required timeframes shall not be a reason to postpone processing of the proposed sale, including issuance of the patent, and will subject the amendment application to rejection.

This shall be your **only** opportunity to select one of the above options, and any requested change after the sixty (60) day time period shall not be considered. If your **complete** written response is not received in this office within sixty (60) days from your receipt of this letter, Option 1 above (status quo) shall automatically be implemented for any ROW which information is not received.

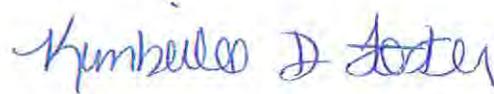
Attached is a copy of the Notice of Realty Action (NORA) for the modified competitive sealed bid sale of public lands Sweetwater County. The NORA was published in the Federal Register

on November 18, 2014, which initiated the comment period. Instructions to comment on the sale are included in the NORA.

The NORA published on November 18, 2014 had erroneously published that the sealed bids would be opened on January 20, 2015. On December 23, 2014, a corrective NORA (attached) was published, correcting the bid opening date from January 20, 2015 to January 21, 2015. Due to the elapsed time between the two NORAs, the comment period has been extended from January 2, 2015 to January 16, 2015.

This notification is an interlocutory determination from which no appeal may be taken. If you have any questions, please contact Patricia Hamilton at the address above or at 307-352-0334.

Sincerely,



Kimberlee D. Foster
Field Manager

Attachments

January 20, 2015

To: Bureau of Land Management
Rock Springs Field Office
280 Highway 191 North
Rock Springs, Wyoming 82901

Attention: Patricia Hamilton, Lead Realty Specialist.

This letter is to serve as Notice by Sweetwater County, in response to the BLM letter dated December 23, 2014, concerning a portion of Peru Cut-off Road (CR 4-37), existing BLM ROW Grant WYW 87149, to choose "Option 3", requesting the amendment of the ROW to convert the term of a portion of the ROW to perpetuity.

The portion of roadway being located in a portion of Section 10: N1/2NE1/4SW1/4, of T. 18 N., R. 108 W., of the 6th P.M.

IN WITNESS WHEREOF Sweetwater County, State of Wyoming, through the Sweetwater County Commission, has caused its name to be signed herein and its seal to be affixed hereto by Wally J. Johnson, Chairman of the Sweetwater County Commission, this 20th day of January, 2015.

Sweetwater County, State of Wyoming

Wally J. Johnson, Chairman
Sweetwater County Commission

ATTEST:

Dale Davis
Sweetwater County Clerk

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

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

FOR AGENCY USE ONLY

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

Application Number

Date filed

1. Name and address of applicant (include zip code)

Sweetwater County
 80 W. Flaming Gorge Way
 Green River, Wyoming 82935

2. Name, title, and address of authorized agent if different from Item 1 (include zip code)

Sweetwater Board of County Commissioners

3. TELEPHONE (area code)

Applicant 307-872-3890

Authorized Agent

4. As applicant are you? (check one)

- a. Individual
- b. Corporation*
- c. Partnership/Association*
- d. State Government/State Agency
- e. Local Government
- f. Federal Agency

* If checked, complete supplemental page

5. Specify what application is for: (check one)

- a. New authorization
- b. Renewing existing authorization No.
- c. Amend existing authorization No.
- d. Assign existing authorization No.
- e. Existing use for which no authorization has been received*
- f. Other*

* If checked provide details under Item 7

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

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

Request is for conversion of a portion of the the existing BLM right-of-way grant WYW 87149, which authorizes a portion of County Road 4-37(Peru Cut-off Road), to a perpetual right-of-way, being a portion of the proposed BLM sale, located in a portion of Section 10, N1/2 NE1/4SW1/4, T. 18 N., R. 108 W., of the 6th P.M.

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

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

10. Nonreturnable application fee. Attached Not required

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

12. Give statement of your technical and financial capability to construct, operate, maintain, and terminate system for which authorization is being requested.

The Sweetwater County Road and Bridge Department maintains the county roadways.

13a. Describe other reasonable alternative routes and modes considered.
Not applicable.

b. Why were these alternatives not selected?
Not applicable.

c. Give explanation as to why it is necessary to cross Federal Lands
The existing roadway is necessary to access existing homes, businesses, and recreation.

14. List authorizations and pending applications filed for similar projects which may provide information to the authorizing agency. (Specify number, date, code, or name)
Not applicable.

15. Provide statement of need for project, including the economic feasibility and items such as: (a) cost of proposal (construction, operation, and maintenance); (b) estimated cost of next best alternative; and (c) expected public benefits.
The existing roadway is necessary to access existing homes, businesses, and recreation.

16. Describe probable effects on the population in the area, including the social and economic aspects, and the rural lifestyles.
The existing roadway is necessary to access existing homes, businesses, and recreation.

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

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

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

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

I HEREBY CERTIFY, That I am of legal age and authorized to do business in the State and that I have personally examined the information contained in the application and believe that the information submitted is correct to the best of my knowledge.

Signature of Applicant

Date

Title 18, U.S.C. Section 1001 and Title 43 U.S.C. Section 1212, make it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

(Continued on page 3)

(SF -299, page 2)

APPLICATION FOR TRANSPORTATION AND UTILITY SYSTEMS
AND FACILITIES ON FEDERAL LANDS

GENERAL INFORMATION
ALASKA NATIONAL INTEREST LANDS

This application will be used when applying for a right-of-way, permit, license, lease, or certificate for the use of Federal lands which lie within conservation system units and National Recreation or Conservation Areas as defined in the Alaska National Interest Lands Conservation Act. Conservation system units include the National Park System, National Wildlife Refuge System, National Wild and Scenic Rivers System, National Trails System, National Wilderness Preservation System, and National Forest Monuments.

Transportation and utility systems and facility uses for which the application may be used are:

1. Canals, ditches, flumes, laterals, pipes, pipelines, tunnels, and other systems for the transportation of water.
2. Pipelines and other systems for the transportation of liquids other than water, including oil, natural gas, synthetic liquid and gaseous fuels, and any refined product produced therefrom.
3. Pipelines, slurry and emulsion systems, and conveyor belts for transportation of solid materials.
4. Systems for the transmission and distribution of electric energy.
5. Systems for transmission or reception of radio, television, telephone, telegraph, and other electronic signals, and other means of communications.
6. Improved rights-of-way for snow machines, air cushion vehicles, and all-terrain vehicles.
7. Roads, highways, railroads, tunnels, tramways, airports, landing strips, docks, and other systems of general transportation.

This application must be filed simultaneously with each Federal department or agency requiring authorization to establish and operate your proposal.

In Alaska, the following agencies will help the applicant file an application and identify the other agencies the applicant should contact and possibly file with:

Department of Agriculture
Regional Forester, Forest Service (USFS)
Federal Office Building, P.O. Box 21628
Juneau, Alaska 99802-1628
Telephone: (907) 586-7847 (or a local Forest Service Office)

Department of the Interior
Bureau of Indian Affairs (BIA)
Juneau Area Office
9109 Mendenhall Mall Road, Suite 5, Federal Building Annex
Juneau, Alaska 99802
Telephone: (907) 586-7177

Bureau of Land Management (BLM)
222 West 7th Ave., Box 13
Anchorage, Alaska 99513-7599
Telephone: (907) 271-5477 (or a local BLM Office)

National Park Service (NPS)
Alaska Regional Office, 240 West 5th Ave., Rm. 114
Anchorage, Alaska 99501
Telephone: (907) 644-3501

U.S. Fish & Wildlife Service (FWS)
Office of the Regional Director
1011 East Tudor Road
Anchorage, Alaska 99503
Telephone: (907) 786-3440

Note-Filings with any Interior agency may be filed with any office noted above or with the: Office of the Secretary of the Interior, Regional Environmental Officer, Box 120, 1675 C Street, Anchorage, Alaska 99513.

Department of Transportation
Federal Aviation Administration
Alaska Region AAL-4, 222 West 7th Ave., Box 14
Anchorage, Alaska 99513-7587
Telephone: (907) 271-5285

NOTE - The Department of Transportation has established the above central filing point for agencies within that Department. Affected agencies are: Federal Aviation Administration (FAA), Coast Guard (USCG), Federal Highway Administration (FHWA), Federal Railroad Administration (FRA).

OTHER THAN ALASKA NATIONAL INTEREST LANDS

Use of this form is not limited to National Interest Conservation Lands of Alaska.

Individual departments/agencies may authorize the use of this form by applicants for transportation and utility systems and facilities on other Federal lands outside those areas described above.

For proposals located outside of Alaska, applications will be filed at the local agency office or at a location specified by the responsible Federal agency.

SPECIFIC INSTRUCTIONS
(Items not listed are self-explanatory)

Item

- 7 Attach preliminary site and facility construction plans. The responsible agency will provide instructions whenever specific plans are required.
 - 8 Generally, the map must show the section(s), township(s), and ranges within which the project is to be located. Show the proposed location of the project on the map as accurately as possible. Some agencies require detailed survey maps. The responsible agency will provide additional instructions.
 - 9, 10, and 12 - The responsible agency will provide additional instructions.
 - 13 Providing information on alternate routes and modes in as much detail as possible, discussing why certain routes or modes were rejected and why it is necessary to cross Federal lands will assist the agency(ies) in processing your application and reaching a final decision. Include only reasonable alternate routes and modes as related to current technology and economics.
 - 14 The responsible agency will provide instructions.
 - 15 Generally, a simple statement of the purpose of the proposal will be sufficient. However, major proposals located in critical or sensitive areas may require a full analysis with additional specific information. The responsible agency will provide additional instructions.
 - 16 through 19 - Providing this information in as much detail as possible will assist the Federal agency(ies) in processing the application and reaching a decision. When completing these items, you should use a sound judgment in furnishing relevant information. For example, if the project is not near a stream or other body of water, do not address this subject. The responsible agency will provide additional instructions.
- Application must be signed by the applicant or applicant's authorized representative.

If additional space is needed to complete any item, please put the information on a separate sheet of paper and identify it as "Continuation of Item".

SUPPLEMENTAL

NOTE: The responsible agency(ies) will provide additional instructions

	CHECK APPROPRIATE BLOCK	
	ATTACHED	FILED*
I - PRIVATE CORPORATIONS		
a. Articles of Incorporation	<input type="checkbox"/>	<input type="checkbox"/>
b. Corporation Bylaws	<input type="checkbox"/>	<input type="checkbox"/>
c. A certification from the State showing the corporation is in good standing and is entitled to operate within the State.	<input type="checkbox"/>	<input type="checkbox"/>
d. Copy of resolution authorizing filing	<input type="checkbox"/>	<input type="checkbox"/>
e. The name and address of each shareholder owning 3 percent or more of the shares, together with the number and percentage of any class of voting shares of the entity which such shareholder is authorized to vote and the name and address of each affiliate of the entity together with, in the case of an affiliate controlled by the entity, the number of shares and the percentage of any class of voting stock of that affiliate owned, directly or indirectly, by that entity, and in the case of an affiliate which controls that entity, the number of shares and the percentage of any class of voting stock of that entity owned, directly or indirectly, by the affiliate.	<input type="checkbox"/>	<input type="checkbox"/>
f. If application is for an oil or gas pipeline, describe any related right-of-way or temporary use permit applications, and identify previous applications	<input type="checkbox"/>	<input type="checkbox"/>
g. If application is for an oil and gas pipeline, identify all Federal lands by agency impacted by proposal.	<input type="checkbox"/>	<input type="checkbox"/>
II - PUBLIC CORPORATIONS		
a. Copy of law forming corporation	<input type="checkbox"/>	<input type="checkbox"/>
b. Proof of organization	<input type="checkbox"/>	<input type="checkbox"/>
c. Copy of Bylaws	<input type="checkbox"/>	<input type="checkbox"/>
d. Copy of resolution authorizing filing	<input type="checkbox"/>	<input type="checkbox"/>
e. If application is for an oil or gas pipeline, provide information required by Item "I-f" and "I-g" above.	<input type="checkbox"/>	<input type="checkbox"/>
III - PARTNERSHIP OR OTHER UNINCORPORATED ENTITY		
a. Articles of association, if any	<input type="checkbox"/>	<input type="checkbox"/>
b. If one partner is authorized to sign, resolution authorizing action is	<input type="checkbox"/>	<input type="checkbox"/>
c. Name and address of each participant, partner, association, or other	<input type="checkbox"/>	<input type="checkbox"/>
d. If application is for an oil or gas pipeline, provide information required by Item "I-f" and "I-g" above.	<input type="checkbox"/>	<input type="checkbox"/>

* If the required information is already filed with the agency processing this application and is current, check block entitled "Filed." Provide the file identification information (e.g., number, date, code, name). If not on file or current, attach the requested information.

NOTICES

NOTE: This applies to the Department of the Interior/Bureau of Land Management (BLM).

The Privacy Act of 1974 provides that you be furnished with the following information in connection with the information provided by this application for an authorization.

AUTHORITY: 16 U.S.C. 310 and 5 U.S.C. 301.

PRINCIPAL PURPOSE: The primary uses of the records are to facilitate the (1) processing of claims or applications; (2) recordation of adjudicative actions; and (3) indexing of documentation in case files supporting administrative actions.

ROUTINE USES: BLM and the Department of the Interior (DOI) may disclose your information on this form: (1) to appropriate Federal agencies when concurrence or supporting information is required prior to granting or acquiring a right or interest in lands or resources; (2) to members or the public who have a need for the information that is maintained by BLM for public record; (3) to the U.S. Department of Justice, court, or other adjudicative body when DOI determines the information is necessary and relevant to litigation; (4) to appropriate Federal, State, local, or foreign agencies responsible for investigating, prosecuting violation, enforcing, or implementing this statute, regulation, or order; and (5) to a congressional office when you request the assistance of the Member of Congress in writing.

EFFECT OF NOT PROVIDING THE INFORMATION: Disclosing this information is necessary to receive or maintain a benefit. Not disclosing it may result in rejecting the application.

The Paperwork Reduction Act of 1995 requires us to inform you that:

The Federal agencies collect this information from applicants requesting right-of-way, permit, license, lease, or certifications for the use of Federal Lands.

Federal agencies use this information to evaluate your proposal.

No Federal agency may request or sponsor and you are not required to respond to a request for information which does not contain a currently valid OMB Control Number.

BURDEN HOURS STATEMENT: The public burden for this form is estimated at 25 hours per response including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to: U.S. Department of the Interior, Bureau of Land Management (1004-0189), Bureau Information Collection Clearance Officer (WO-630) 1849 C Street, N.W., Mail Stop 401 LS, Washington, D.C. 20240.

A reproducible copy of this form may be obtained from the Bureau of Land Management, Land and Realty Group, 1620 L Street, N.W., Rm. 1000 LS, Washington, D.C. 20036.

BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

Date Requested: January 20, 2015	Name & Title of Presenter: Jeiremy Gomez, Chair Green River Arts Council
Department or Organization: Green River Arts Council	Contact Phone & E-mail: Katie Duncombe 307-872-0514 cduncombe@cityofgreenriver.org
Exact Wording for Agenda: Funding request for the Green River Arts Council Mining Memorial Park sculpture.	Preference of Placement on Agenda & Amount of Time Requested for Presentation: Action/Presentation Items 8-10 minute presentation
Will there be Handouts? (If yes, include with meeting request form) Handouts Included	Will handouts require SIGNATURES: Handouts will not require signatures
Additional Information: The Green River Arts Council will be presenting a power point presentation for the Commissioners in references to the Mining Memorial Park located at the west entrance of Green River. The Council is seeking funding for the monumental sculpture to be placed at the park in 2015. The sculpture is titles "Shift Change" by local artist Bryan Cordova.	

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

Sally Shoemaker

From: Catherine Duncombe <CDuncombe@cityofgreenriver.org>
Sent: Wednesday, December 03, 2014 11:18 AM
To: Sally Shoemaker
Subject: Meeting Request for January 20, 2015
Attachments: Maquette sales flyer.pdf; 2014 fillable meeting request form_201312231027575558.pdf; Brick and Paver Fundraising Flyer.pdf; County Commissioners Meeting Hand out # 1.docx

Sally,

Please find the meeting request for January 20, 2015 and hand outs attached. Please let me know if there is anything else required. Members from the Arts Council will be presenting, but I will be there with backup information and a jump drive with the power point presentation.

Thank you,

Katie Duncombe, CPRP
Recreation Supervisor
City of Green River Parks and Recreation
Phone: 307-872-0514 Fax: 307-872-0509
cduncombe@cityofgreenriver.org



January 20, 2015

Dear County Commissioners,

The Green River Arts Council in cooperation with the City of Green River is working on commissioning a monumental sculpture to be placed at the Mining Memorial Park located at the Green River Chamber of Commerce. The sculpture is "Shift Change" by local artist Bryan Cordova. Placement of this sculpture is the third phase of a project that already includes several pieces of mining equipment donated by local mines. The goal is to have the final bronze placed at the Memorial Mining Park by August of 2015. This project is not possible without the support of our local community including the mining industry and the businesses.

The Arts Council is asking for your support in this endeavor and would like to request funding for the sculpture. The total cost of the pieces is \$96,500. Currently the Arts Council has \$36,000 for the sculpture. This money has been raised through donations, brick and maquette sales the Art on the Green silent auction and Painting with a Twist events. The Council is seeking additional funding from the City of Green River and will continue to raise funds until the project is complete.

Sincerely,

Jeiremy Gomez
Green River Arts Council Chair

Enclosures (2)
KD



MINING MEMORIAL PARK FUNDRAISER “SHIFT CHANGE”

The Green River Arts Council is now selling mantel size bronze sculptures of “Shift Change” by local artist Bryan Cordova. Proceeds from the sale of these sculptures will be used towards the purchase of the monumental piece “Shift Change” which will be placed at the Mining Memorial Park.

green
river
arts
council

CITY of GREEN
RIVER
WYOMING
PARKS & RECREATION

 **SOLVAY**

OCI
FMC



For Sale
\$1,550


TATA

To purchase a bronze please call 307-872-0514.

MINING MEMORIAL PARK FUNDRAISER BRICKS AND PAVERS



Help with funds for the Mining Memorial Park by purchasing a brick or tile. The park was created in honor of those who have worked for and with the mines in Sweetwater County. Mining is a great part of our history and the Green River Arts Council in cooperation with the City of Green River and local industry would like to honor those who have been a part of that history.

Paver
12"x 12"
\$100

Bricks may be purchased for anyone in the community along with businesses. Purchase a brick in honor or memoriam of an individual's service or a company's great contribution to the community. The name and message will be a lasting legacy in the community for all to recognize and share in.



Bricks
4"x 8"
\$50

Order forms and payments are available and will be collected at the Green River Chamber of Commerce. Payments must be made to the Green River Community Chest account.



Green River Chamber of Commerce
1155 West Flaming Gorge Way
Green River, WY 82935

Please call 307-872-0514 with questions.

The Green River Arts Council reserves the right to approve all brick verbiage prior to engraving and placement.





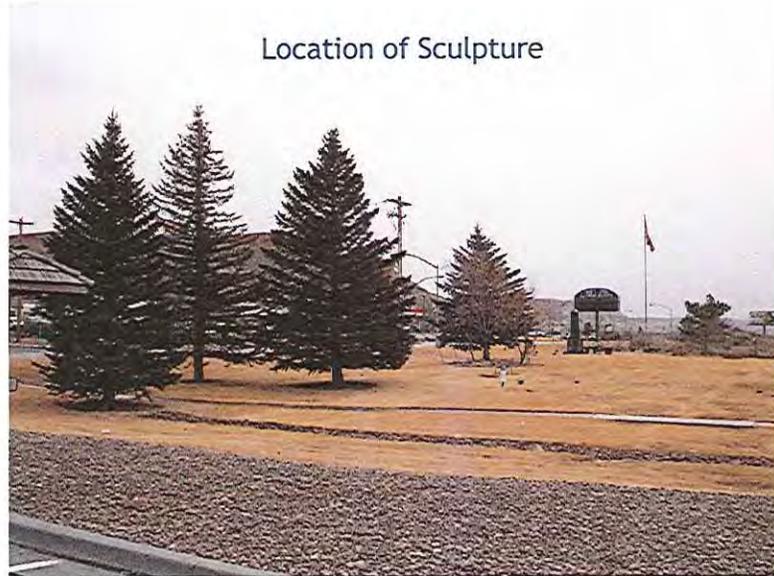
“Shift Change” Bronze Sculpture

Mining Memorial Park

- ▶ The Green River Arts Council in cooperation with the City of Green River is commissioning a monumental sculpture to be placed at the Mining Memorial Park located at the Green River Chamber of Commerce. The sculpture is “Shift Change” by local artist Bryan Cordova.

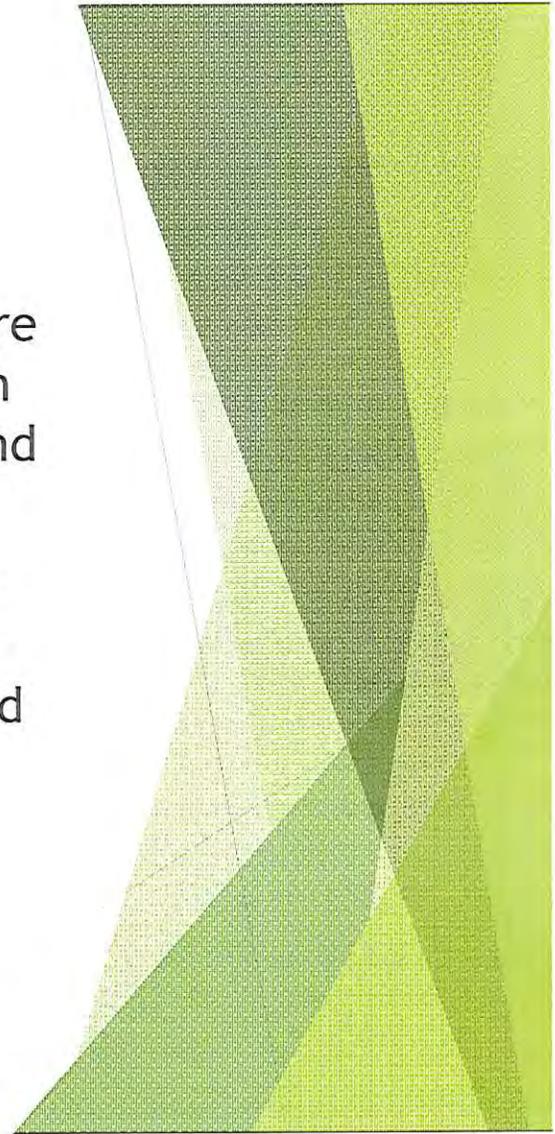


Location of Sculpture



Mining Equipment

- ▶ The Mining Memorial Park is dedicated to the miners of Sweetwater County, past and present. Currently there are five trona mines/processing plants and two coal mines in the county. These mines employ thousands of workers and contribute heavily to the local economy.
- ▶ “Shift Change” will be the next phase of the park which includes several pieces of mining equipment donated by OCI, TATA and FMC. Additional pieces donated by QEP and Solvay will be placed in the spring.

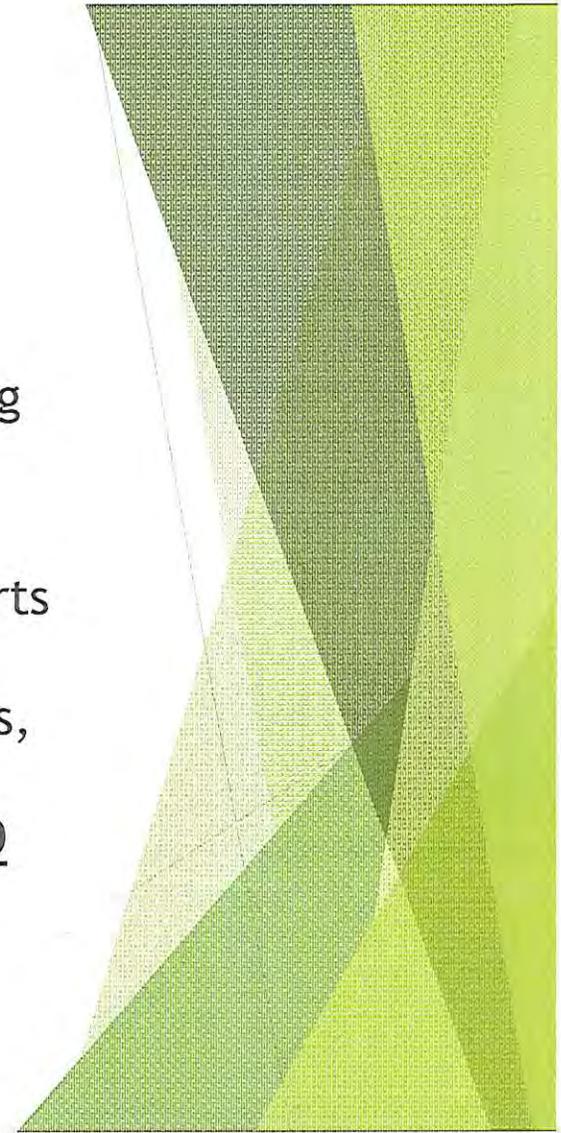


Mining Memorial Park Major Sponsors



Funding Request

- ▶ This project is not possible without the support of our local community including the mining industry and Sweetwater County businesses. The Arts Council is asking for your support in this endeavor and would like to request funding for the sculpture.
- ▶ The total cost of the pieces is \$96,500. Currently the Arts Council has \$36,000 for the sculpture. This money has been raised through donations, brick and maquette sales, the Art on the Green silent auction and Painting with a Twist events. The Arts Council was also granted \$20,000 from the City of Green River and will continue to raise funds until the project is complete.



SCULPTURE



Projections

- ▶ This is the first piece of artwork for the park, with anticipation of other artwork being displayed.
- ▶ The unveiling of this bronze sculpture, provided all funding has been raised to complete the project, will be at Art on the Green this August.
- ▶ Question - Approximate date on when we will receive a response for our request.



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

January 20, 2015

**Land Use
Agenda and Staff Report**

Prepared by:

**Sweetwater County Land Use
80 West Flaming Gorge Way, Suite 23
Green River, WY 82935
(307) 872-3914**

Board of County Commissioners

Public Hearing Agenda

January 20, 2015

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

Public Hearing

1. WPX Energy
Conditional Use Permit
Man Camp
2. Glenn & Holly Ellsworth
Conditional Use Permit
Guest House

Public Hearing # 1

Board of County Commissioners

January 20, 2015

Property Owner

WY State Lands & Investments
122 West 25th, #W
Cheyenne, WY 82002

Other Parties

WPX Energy Rocky Mountain LLC
1001 17th Street, #1200
Denver, CO 80202

Legal Description

NWSE, Section 36,
T14N, R98W

Current Zoning

A
Agriculture

Legal Requirements

Adjacent Notices Sent:
December 12, 2014
Public Hearing Advertised:
December 12, 2014
Sign Posted:
December 12, 2014

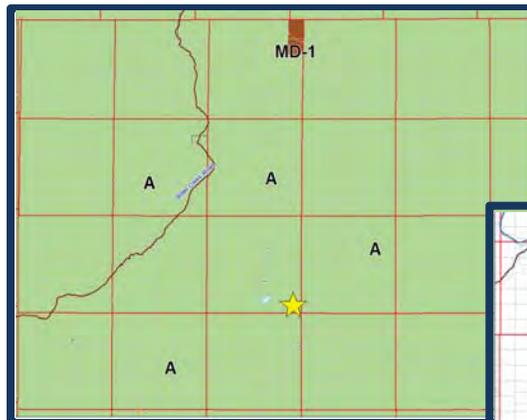
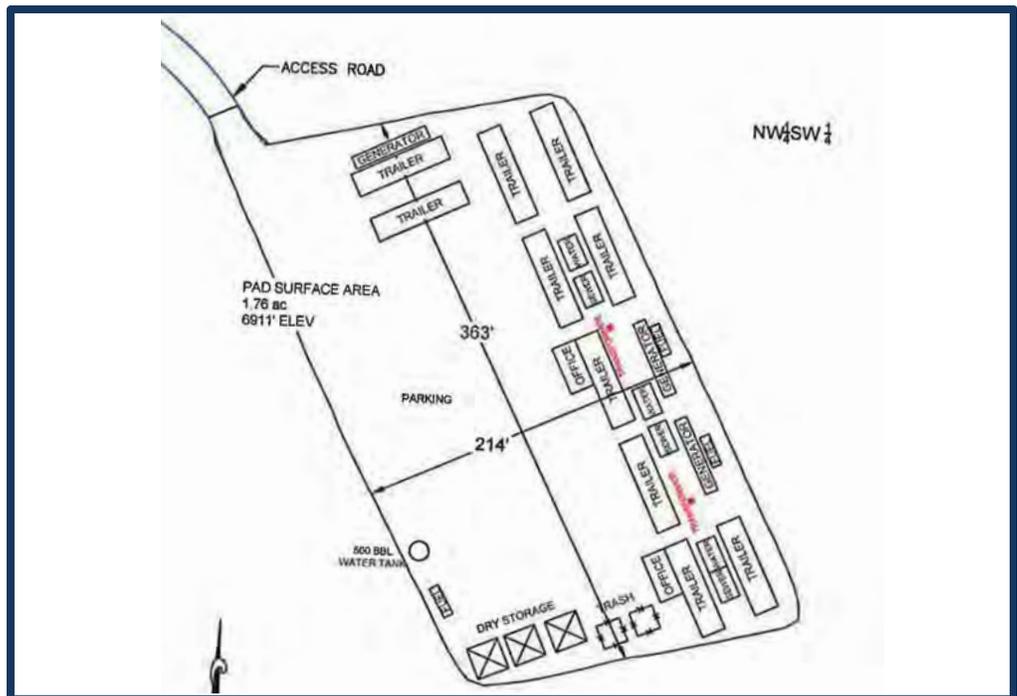
Utilities & Districts

Water: Private
Sewer: Septic
Others:

Land Use Presenter

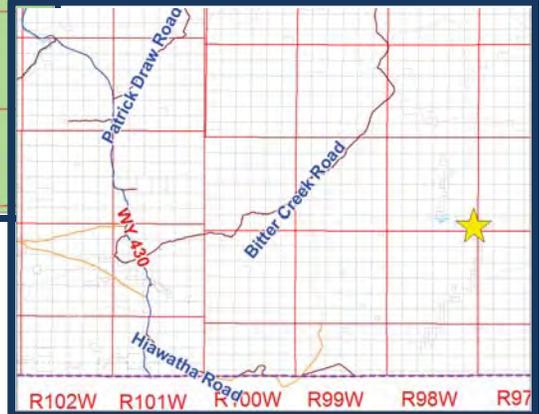
Steve Horton
Planner III

WPX Energy Rocky Mountain LLC Conditional Use Permit Man Camp



Zoning Map

Vicinity Map



Public Hearing # 1

WPX Energy Rocky Mountain LLC

Conditional Use Permit

Man Camp

Summary of Application

The applicant is requesting a Conditional Use Permit to allow the use of a temporary man camp for a period of 180 days to support drilling and completion of several wells. The land is owned by the State of Wyoming. WPX will place ten (10) trailers that will house 42 people, 24 hours a day, 7 days a week. The sleeping trailers will have toilets, water, sewer, electricity, and include cooking facilities. Three generators will provide power to the trailers. Water used for cooking, cleaning of dishes and drinking will be delivered to site by private contractor. All sewage, gray and black water will be collected, stored and hauled off the location by a local contractor. There will be three (3) water/sewer storage units on site. A water tank will be placed on site for fire protection. Parking for 30-40 vehicles will be provided on site. Dust control will be by non-potable water.

Public Comments:

There have been no public comments submitted as of the date of this report.

Agency Comments:

SWC Code Enforcement Specialist: approval with condition of International Fire Code Inspection
SWC Surveyor: There are no survey issues
SWC Health: see attached

Staff Comments, Recommendations and Conditions:

WPX is currently operating a Man Camp at this location with only 4 trailers and associated facilities which is approved through February 7, 2015. This request for Conditional Use Permit will allow the Man Camp to continue with 10 trailers and associated facilities for up to 180 days. There have been no problems with the existing man camp and Staff recommends approval of this request with the following conditions:

- 1) Approval by SWC Code Enforcement Specialist for International Fire Code compliance
- 2) Approval by SWC Health

On January 14, 2015, the Planning & Zoning Commission voted 5-0 to recommend approval of the WPX Conditional Use Permit - Mancamp subject to the following conditions:

- 1) Compliance with the regulations of the 2012 International Fire Code.
- 2) Compliance with the regulations of the Sweetwater County Environmental Health Department.

Public Hearing # 1

WPX Energy Rocky Mountain LLC

Conditional Use Permit

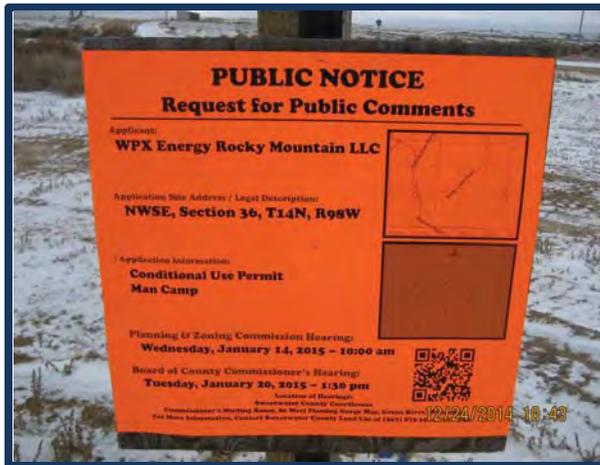
Man Camp



Looking North



Looking South



Looking East

Looking West



RECOMMENDATION 15-01-ZO-01

WPX ENERGY CONDITIONAL USE PERMIT MAN CAMP

WHEREAS, **WPX Energy Rocky Mountain, LLC.** has requested a Conditional Use Permit for a Man Camp in accordance with Section 7 of the 2014 Zoning Resolution. This Conditional Use Permit for a Man Camp will affect a parcel of land described as:

The Northwest Quarter of the Southeast Quarter of Section 36, Township 14 North, Range 98 West, Sweetwater County, Wyoming.

WHEREAS, the Sweetwater County Planning and Zoning Commission held a public hearing in accordance with the procedural requirements of the 2014 Zoning Resolution on January 14, 2015 to consider the applicant's request; and,

WHEREAS, after due consideration and discussion, the Planning and Zoning Commission voted 5-0 to recommend approval of the request;

NOW THEREFORE, the Sweetwater County Planning and Zoning Commission recommends APPROVAL of the Conditional Use Permit for a Man Camp in accordance with Section 7 of the 2014 Zoning Resolution and the following conditions:

1. Compliance with the regulations of the 2012 International Fire Code.
2. Compliance with the regulations of the Sweetwater County Environmental Health Department.

Dated this 14th day of January, 2015

Attest:



Steven Dale Davis, County Clerk

Sweetwater County
Planning and Zoning Commission



Island Richards, Chairman

RESOLUTION 15-01-ZO-01

WPX ENERGY CONDITIONAL USE PERMIT MAN CAMP

WHEREAS, **WPX Energy Rocky Mountain, LLC**, has requested a Conditional Use Permit for a Man Camp in accordance with Section 7 of the 2014 Zoning Resolution. This Conditional Use Permit for a Man Camp will affect a parcel of land described as:

The Northwest Quarter of the Southeast Quarter of Section 36, Township 14 North, Range 98 West, Sweetwater County, Wyoming.

WHEREAS, the Sweetwater County Board of County Commissioners held a public hearing in regards to this matter on January 20, 2015 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 Sweetwater County Board of County Commissioners APPROVES the Conditional Use Permit for a Man Camp in accordance with the regulations of Section 7 of the 2014 Zoning Resolution and the following conditions:

1. Compliance with the regulations of the 2012 International Fire Code.
2. Compliance with the regulations of the Sweetwater County Environmental Health Department.

Dated this 20th day of January, 2015.

Sweetwater County
Board of County Commissioners

Wally J. Johnson, Chairman

John K. Kolb, Member

Don Van Matre, Member

Randall Wendling, Member

Attest:

Steven Dale Davis, County Clerk

Reid O. West, Member



Conditional & Temporary Uses

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

Date of Submittal: 11-13-14
Permit Number: P314-036
Present Zoning: A
PID: 04-~~1490~~-36-1-00-002-00

Date of Hearings: PZ _____ BCC _____ Resolution: _____

Approved

Approved with Conditions: _____

Denied/Reason: _____

Date of Action: _____ Land Use Official Signature: _____

- Application Fee:**
- \$50.00 for **Residential Construction and Hardship Exceptions**
 - \$250.00 for **Residential Applications Requiring a Public Hearing**
 - \$1,500.00 for **Non-Residential Construction of Permitted Use Structures**
 - \$500.00 for **Non-Residential Construction of Accessory Use Structures & Applications Requiring a Public Hearing**

Lot and parcel development standards are found in Section 4 of the 2014 Zoning Resolution. Please make sure that your development and lot or parcel meets these required improvements.

Sweetwater County has adopted and will inspect for the International Fire Code. Sweetwater County has not adopted and does not enforce the International Residential Code or the International Building Code. It is the applicant's or landowner's responsibility to ensure that construction standards are met and buildings and structures are inspected.

Please fill the application out completely; incomplete applications will be returned. Attach all required supporting documentation and additional information which may be required for approval of your application. Regulations may be found in the Sweetwater County Zoning Resolution.

GENERAL INFORMATION

Property Owner of Record Contact Information

Name: WY Office of State Lands and Investment
Company: _____
Address: 122 W. 25th 3W
Cheyenne, WY 82002
Phone: _____
Email: _____

Applicant/Business Owner Contact Information

Name: Gretchen Kohler
Company: WPX Energy Rocky Mountain LLC
Address: 1001 17th Street, Suite 1200
Denver, CO 80202
Phone: 303-260-4531
Email: gretchen.kohler@wpxenergy.com

PROPERTY INFORMATION

County Assigned Address: _____ Lot Size: _____ (acres)

Project Location: Quarter(s): NWSE Section: 36 Township: 14N Range: 98W

Subdivision Name: _____ Lot: _____ Block: _____

Overlay District: Highway Scenic Slope

Name of Business: WPX Energy Rocky Mountain LLC

Days/Hours of Operation: 24 hours/day, 7 days/week Duration of Use: 180 Days

Contact Information for Any Other Agency Under Which Your Use is Also Regulated:

Agency: _____ Agency: _____

Contact: _____ Contact: _____

Address: _____ Address: _____

Phone: _____ Phone: _____

Email: _____ Email: _____

CONDITIONAL USES – See Section 7 of the 2014 Zoning Resolution & Attach Any Special Requirements

- Accessory Structures Over Size Allowed in Zoning District
- Automobile Graveyard
- Bed & Breakfast Home
- Crematorium
- Evaporation Ponds, Commercial
- Fireworks
- Guest House
- Hardship Exception
- Hazardous Materials-Fuels
- Hazardous Materials-Explosives
- Hazardous Materials-Radioactive
- Junkyard
- Kennel & Pet Boarding
- Off-Premise Signs/Billboards
- Public Utility Office, Shop, Facility
- Work Camp

TEMPORARY USES – See Section 8 of the 2014 Zoning Resolution & Attach Any Special Requirements

- Construction Office
- Construction Yards, Off-Site
- Seasonal Sales Lot
- Temporary Dwelling
- Temporary Fireworks Sales
- Temporary Work Camps

Removal and Site Restoration:

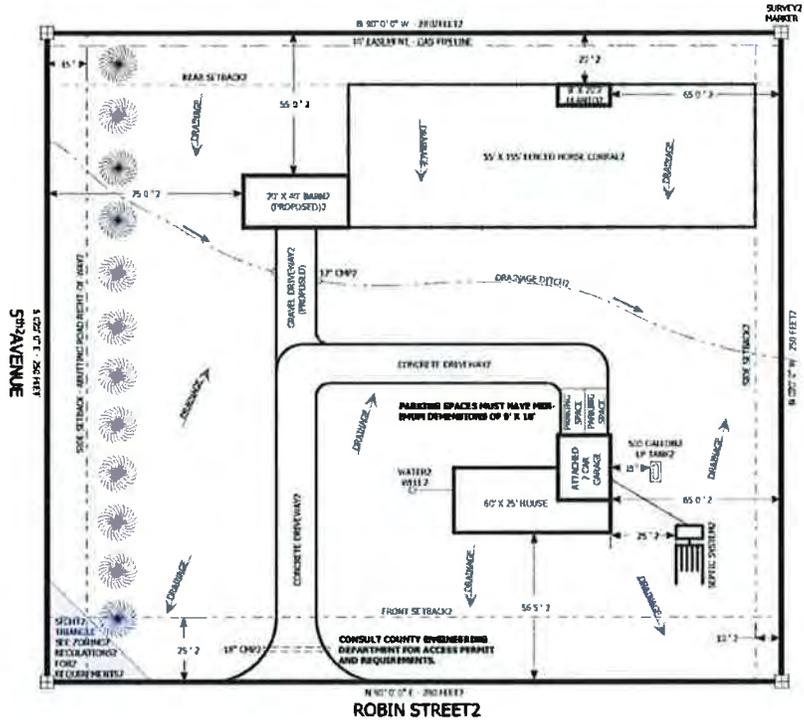
The location is already built and a conditional use permit is in effect for 4 trailers and associated facilities. We are requesting approval for 10 trailers on location (living quarters and office space) for 6 months.

See details in attached narrative, maps, and facility diagrams.

PERMIT SUBMITTAL REQUIREMENTS

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

1. **Site Plan:** A site plan, legibly drawn to scale and based on legally established lot corners that are permanently marked and identified, showing the following information:
 - a. Address of the property
 - b. Legal description
 - c. Location and dimensions of the land area in question
 - d. Size, shape, dimensions and location of existing or proposed structures
 - e. Location of fire hydrants
 - f. Access including dimensions, distance from property corners and size of culvert
 - g. General drainage of lot or parcel
 - h. Parking and loading areas as required
 - i. Commercial signage, if applicable
 - j. Septic and well locations
 - k. Fuels being used or stored on the property
 - l. Utilities
 - m. Easements
 - n. Outdoor storage areas
 - o. Residential floor plan including rooms labeled and dimensioned, size of egress windows and doors, location of required smoke alarms and carbon monoxide detectors, type of door hardware, hallway widths, width of stairs and garage or building separation material
 - p. Commercial floor plan including rooms labeled and dimensioned, size of egress windows and doors, location of smoke alarms, type of door hardware, hallway widths, width of stairs and garage or building separation material, location and type of exit signs, details of emergency lighting plan and location of fire extinguishers



2. Water and/or Sewer Supply:

- a. Private Wyoming State Well Permit Number or Name of Water District: Town of Rock Springs, WY
- b. Private Septic System Permit Number or Name of Sewer District: Town of Rock Springs, WY

SIGNATURE REQUIRED

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

Signature of Owner of Record

Date

Signature of Applicant/Agent

Date

WPX Energy Rocky Mountain LLC Temporary Living Quarters Facility Description

Project Description: WPX Rocky Mountain LLC plans to drill and complete several wells in first and second quarter 2015 on land that is owned and managed by the State of Wyoming and the BLM. WPX is proposing to expand an existing facility that was approved for use by Sweetwater County in August 2014. The facility is located on land owned by the State of Wyoming in Section 36, T14N, R98W.

This expansion will not affect the footprint of the existing pad, but will allow for 10 trailers to house up to 42 people per day, 24 hours a day, 7 days a week in support of drilling and completion operations in the area.

Ten skid-mounted trailers will be installed on location, including one command center trailer measuring 13'x40', three two-bedroom trailers measuring 12'x58', and six crew trailers measuring 13'x52'. The trailers will all have running water, sewer and electricity, and will include individual kitchens for cooking. There will be three skid-mounted water/sewer storage units as well as three diesel-fueled generators measuring 7'x17' to provide power. One generator will be a backup only, and not running continuously.

Up to four dry storage sheds will be placed on location measuring approximately 25'x25', along with two trash dumpsters in a designated storage area. A 500 bbl water tank will be located near the entrance to the location for non-potable water uses such as fire suppression.

Water: Non-potable water will be hauled to location from a local water source. All potable water for cooking, cleaning and drinking will be brought to location by a local contractor from Rock Springs.

Sewage: All sewage, grey water and black water, will be collected and stored on location by a third party vendor prior to being hauled off location by a permitted local contractor.

Fire Protection: A 500 bbl water tank will be placed near the entrance of the location with a poly line connected to it. It will be filled at all times to provide an immediate water source in the event of a fire on or near location.

Parking: There will be a designated gravel parking area in front of the trailers with enough space for 30-40 vehicles.

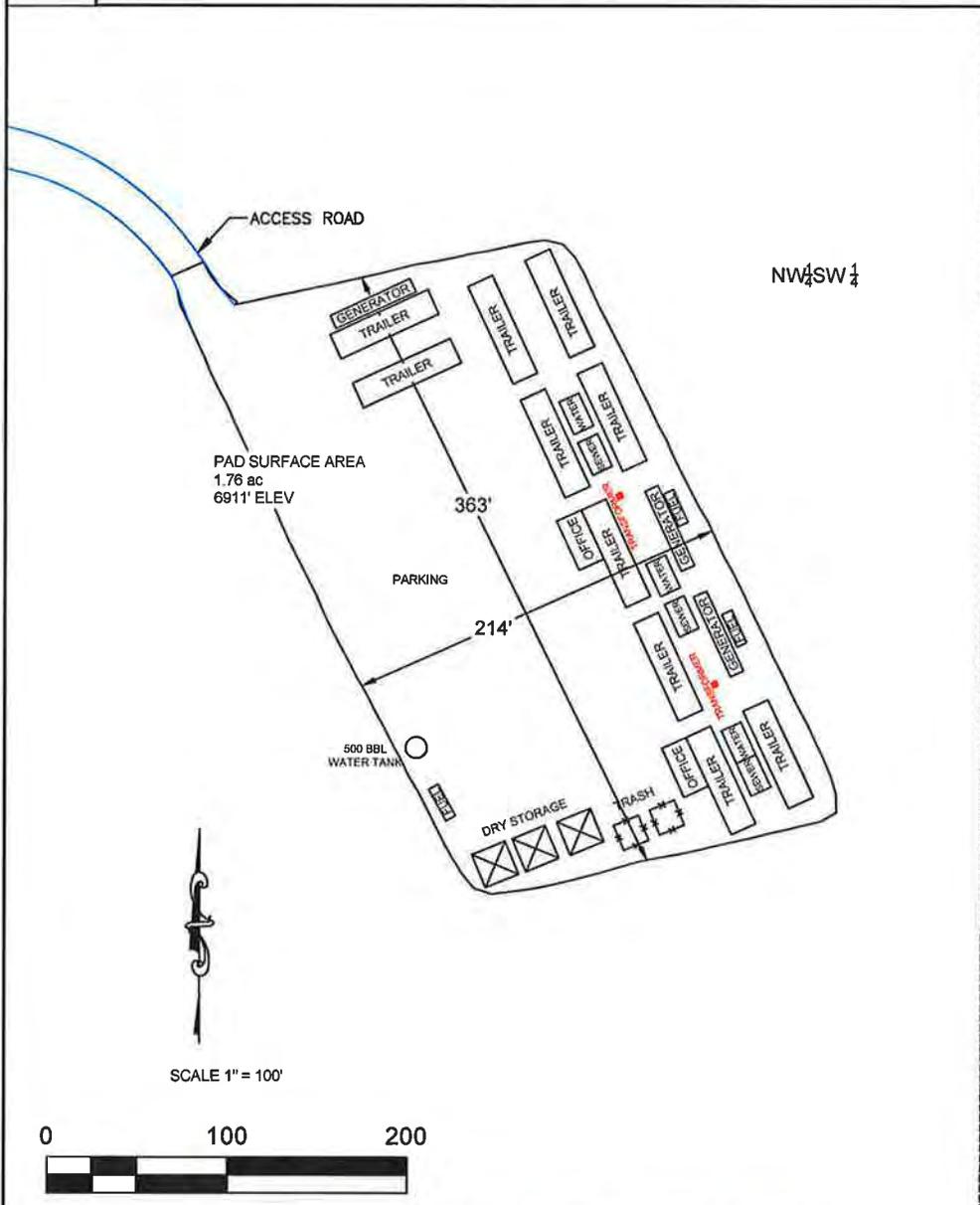
Hazardous Chemicals: Diesel will be used to fuel the generators. There will be 300 gallon tanks located inside the generator compartments as well as a 500 gallon tank stored in an enclosed cylinder-type tank away from any ignition source. WPX energy Rocky Mountain LLC has an Emergency Response Plan in place in the event of a spill or fire.

Waste/Garbage: Garbage will be contained in two dumpsters in the dry storage area on location, and will be hauled to an approved county landfill.

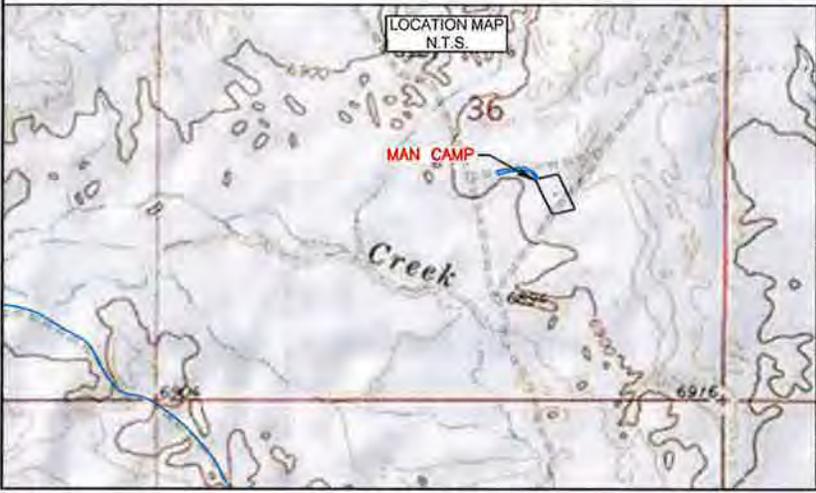
Noise/Light: Noise and light will be kept to a minimum. Exterior lighting will be used as minimally as safely possible, and will be directed towards the ground at all times.

Dust & Erosion Control: Non-potable water will be sprayed on the access road and parking areas as needed for dust control. Erosion control measures will be installed and maintained in accordance with WPX Energy Rocky Mountain LLC's WDEQ approved Storm Water Pollution Prevention Plan. Best management practices will include periodic inspections and repairs of existing control measures.

Man Camp
Section 36, T14N, R98W 6th P.M., Sweetwater County, WY



NW 1/4 SW 1/4



- Edge of Pad
- Disturbance Perimeter
- ▬ Cattle Guard

Prepared For:	WPX Energy, Inc. 1001 17 TH Street, Suite 1200 Denver, CO 80202
Prepared By:	 WESTERN LAND SERVICES Sheridan, WY 82801 (307)673-1817
Drawn By:	AM
Project:	Man Camp Section 36, T14N, R98W 6th P.M., Sweetwater County, WY
DP:	L:\Clients\WPX Energy Rocky Mountain, LLC\Washakie\T14N_R98W\Drawings\T14N-R98W
Date:	11/10/2014
Saved Date:	11/10/2014
Revision:	

Public Hearing # 2

Board of County Commissioners

January 20, 2015

Property Owner

Glenn & Holly Ellsworth
 P.O. Box 54
 Manila, UT 84046-0054

Glenn & Holly Ellsworth Conditional Use Permit Guest House

Other Parties

Legal Description

Cedar Cliff Estates
 Subdivision, Lot 2

Current Zoning

RR
 Rural Residential

Legal Requirements

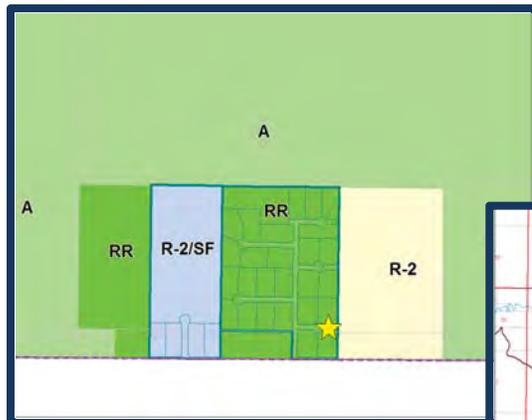
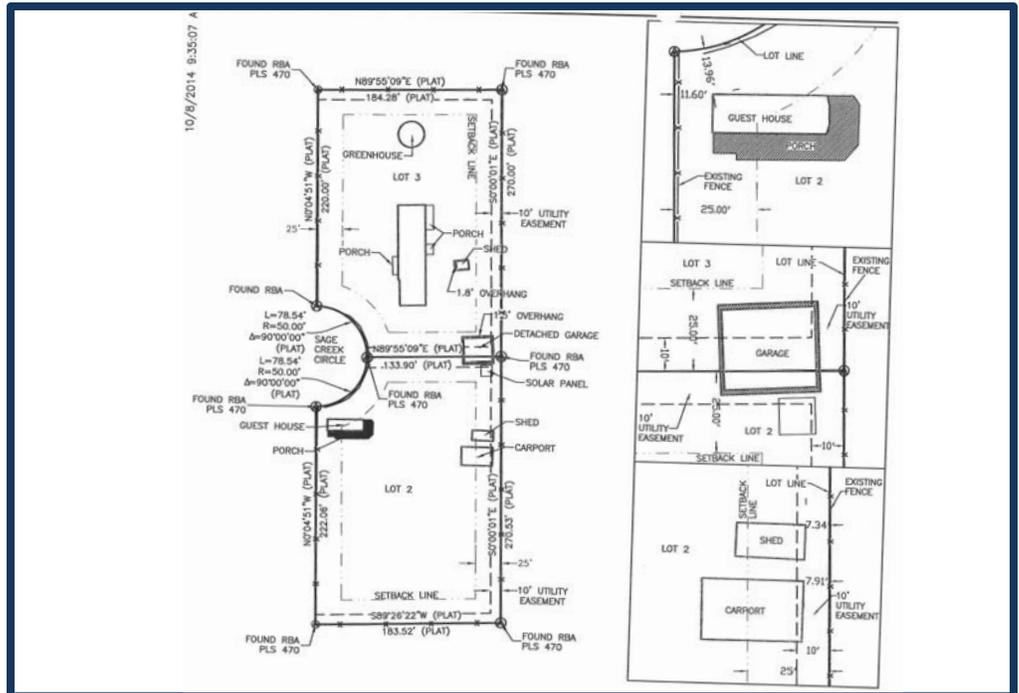
Adjacent Notices Sent:
 November 7, 2014
 Public Hearing Advertised:
 November 7, 2014
 Sign Posted:
 November 7, 2014

Utilities & Districts

Water: Town of Manila
 Sewer: Septic
 Others:

Land Use Presenter

Steve Horton
 Planner III



Zoning Map

Vicinity Map



Public Hearing #2

Glenn & Holly Ellsworth

Conditional Use Permit

Guest House

Summary of Application

This is a request for Conditional Use Permit approval for a Guest House for Lot 2 in Cedar Cliff Estates Subdivision. The zoning of the property is RR. The principle use house and garage are constructed on the adjacent property which will be combined by Lot Tie Affidavit to the lot with the Guest House. The proposed Guest House is 400 square feet in size and is existing. The Sweetwater County Zoning Resolution was recently amended to allow a Guest House as a Conditional Use in the RR Zone District. The Guest House cannot be used as a rental unit or home occupation. A septic system for the proposed Guest House has been submitted to County Health. A garage, shed and carport on the property do not meet required 10 ft setback and must be brought into compliance.

Public Comments:

Letter submitted by Neal & Susan Lems, residents of Cedar Cliff Estates.

Agency Comments:

SWC Emergency Management: no comment
Questar: no natural gas service in area
SWC Engineer: See attached comments

Staff Comments, Recommendations and Conditions:

Mr. Ellsworth is attempting to come into compliance with the subject Guest House. The Guest House was constructed without a permit and without required setbacks. The Guest House cannot be used as a rental unit or home occupation. Staff is supportive of this Conditional Use Permit for the Guest House subject to the following conditions:

1. The Guest House must be moved back to comply with the required 25 foot setback.
2. An Affidavit of Lot Tie must be recorded in the County Clerk's Office to combine both lots into one lot.
3. The shed and carport must be moved to comply with the required 10 foot setback.
4. One of the following must be done for the garage to meet the required 10 foot setback:
 - a. Move the garage to comply with the required 10 foot setback
 - b. File a Variance which must be approved in order to keep the garage at the current location.
5. The above Conditions must be completed in six months.
6. The Guest House cannot be used as a rental.
7. The Conditional Use Permit for a Guest House is approved for one year with a six month compliance review. The Conditional Use Permit for a Guest House can be reapplied for after one year.

On January 14, 2015, the Planning & Zoning Commission voted 4-0 to recommend approval of the Conditional Use Permit for the Guest House concurrent with the Staff Recommendation.

Public Hearing #2

Glenn & Holly Ellsworth Conditional Use Permit Guest House



Looking North



Looking South



Looking East

Looking West



RECOMMENDATION 15-01-ZO-02

GLENN AND HOLLY ELLSWORTH CONDITIONAL USE PERMIT – GUEST HOUSE

WHEREAS, Glenn and Holly Ellsworth are requesting a Conditional Use Permit in accordance with Section 7 of the 2014 Zoning Resolution in order to permit a guest house. The applicants are proposing the Conditional Use Permit for a Guest House on approximately 1.099 acres of land owned by **Glenn and Holly Ellsworth**, described as:

Cedar Cliffs Estates Subdivision, Lot 2, Sweetwater County, Wyoming.

WHEREAS, the Sweetwater County Planning and Zoning Commission held a public hearing in accordance with the procedural requirements of the 2014 Zoning Resolution on December 10, 2014, which was tabled until January 14, 2015, to consider the applicant's request; and,

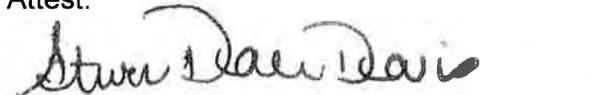
WHEREAS, at the January 14, 2015 meeting the public hearing was untabled and, after due consideration and discussion, the Planning and Zoning Commission voted 4-0, with Commissioner Randy Hansen abstaining, to approve the Conditional Use Permit application with conditions;

NOW THEREFORE, the Sweetwater County Planning and Zoning Commission APPROVES the Conditional Use Permit for a Guest House with the following conditions:

1. The Guest House must be moved back to comply with the required 25 foot setback.
2. An Affidavit of Lot Tie must be recorded in the County Clerk's Office to combine both lots into one lot.
3. The shed and carport must be moved to comply with the required 10 foot setback.
4. One of the following must be done for the garage to meet the required 10 foot setback:
 - a. Move the garage to comply with the required 10 foot setback
 - b. File a Variance which must be approved in order to keep the garage at the current location.
5. The above Conditions must be completed in six months.
6. The Guest House cannot be used as a rental.
7. The Conditional Use Permit for a Guest House is approved for one year with a six month compliance review. The Conditional Use Permit for a Guest House can be reapplied for after one year.

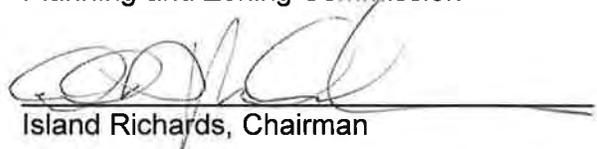
Dated this 14th day of January, 2015.

Attest:



Steven Dale Davis, County Clerk

Sweetwater County
Planning and Zoning Commission



Island Richards, Chairman

RESOLUTION 15-01-ZO-02

GLENN AND HOLLY ELLSWORTH CONDITIONAL USE PERMIT – GUEST HOUSE

WHEREAS, Glenn and Holly Ellsworth are requesting a Conditional Use Permit in accordance with Section 7 of the 2014 Zoning Resolution in order to permit a guest house. The applicants are proposing the Conditional Use Permit for a Guest House on approximately 1.099 acres of land owned by **Glenn and Holly Ellsworth**, described as:

Cedar Cliffs Estates Subdivision, Lot 2, Sweetwater County, Wyoming.

WHEREAS, the Sweetwater County Board of County Commissioners held a public hearing in regards to this matter on January 20, 2015 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 Sweetwater County Board of County Commissioners APPROVES the Conditional Use Permit for a Guest House in accordance with Section 7 of the 2014 Zoning Resolution and the following conditions:

1. The Guest House must be moved back to comply with the required 25 foot setback.
2. An Affidavit of Lot Tie must be recorded in the County Clerk's Office to combine both lots into one lot.
3. The shed and carport must be moved to comply with the required 10 foot setback.
4. One of the following must be done for the garage to meet the required 10 foot setback:
 - a. Move the garage to comply with the required 10 foot setback
 - b. File a Variance which must be approved in order to keep the garage at the current location.
5. The above Conditions must be completed in six months.
6. The Guest House cannot be used as a rental.
7. The Conditional Use Permit for a Guest House is approved for one year with a six month compliance review. The Conditional Use Permit for a Guest House can be reapplied for after one year.

Dated this 20th day of January, 2015.

Sweetwater County
Board of County Commissioners

Wally J. Johnson, Chairman

John K. Kolb, Member

Don Van Matre, Member

Attest:

Randall Wendling, Member

Steven Dale Davis, County Clerk

Reid O. West, Member



Conditional & Temporary Uses

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

Date of Submittal: 10-16-14
Permit Number: _____
Present Zoning: RR
PID: 04- 1209 - 21 - 3 - 03 - 013 - 00

Date of Hearings: PZ _____ BCC _____ Resolution: _____
 Approved
 Approved with Conditions: _____
 Denied/Reason: _____
Date of Action: _____ Land Use Official Signature: _____

- Application Fee:** \$50.00 for **Residential Construction and Hardship Exceptions**
 \$250.00 for **Residential Applications Requiring a Public Hearing**
 \$1,500.00 for **Non-Residential Construction of Permitted Use Structures**
 \$500.00 for **Non-Residential Construction of Accessory Use Structures & Applications Requiring a Public Hearing**

Lot and parcel development standards are found in Section 4 of the 2014 Zoning Resolution. Please make sure that your development and lot or parcel meets these required improvements.

Sweetwater County has adopted and will inspect for the International Fire Code. Sweetwater County has not adopted and does not enforce the International Residential Code or the International Building Code. It is the applicant's or landowner's responsibility to ensure that construction standards are met and buildings and structures are inspected.

Please fill the application out completely; incomplete applications will be returned. Attach all required supporting documentation and additional information which may be required for approval of your application. Regulations may be found in the Sweetwater County Zoning Resolution.

GENERAL INFORMATION

Property Owner of Record Contact Information

Name: Glenn Ellsworth
Company: _____
Address: 5 Sage Creek Cir
Washam, WY 89235
Phone: 801-558-7873
Email: support@Direct Res.com

Applicant/Business Owner Contact Information

Name: _____
Company: **RECEIVED**
Address: _____
OCT 16 2014
Phone: **SWG LAND USE**
Email: _____

PROPERTY INFORMATION

County Assigned Address: _____ Lot Size: 1 (acres)
Project Location: Quarter(s): _____ Section: 21, 28 Township: 12 Range: 109
Subdivision Name: Cedar Cliffs Estate Lot: 2 Block: _____
Overlay District: Highway Scenic Slope

Name of Business: _____

Days/Hours of Operation: _____ Duration of Use: _____

Contact Information for Any Other Agency Under Which Your Use is Also Regulated:

Agency: _____ Agency: _____

Contact: _____ Contact: _____

Address: _____ Address: _____

Phone: _____ Phone: _____

Email: _____ Email: _____

CONDITIONAL USES – See Section 7 of the 2014 Zoning Resolution & Attach Any Special Requirements

- | | | |
|--|--|--|
| <input type="checkbox"/> Accessory Structures Over Size Allowed in Zoning District | <input type="checkbox"/> Fireworks | <input type="checkbox"/> Junkyard |
| <input type="checkbox"/> Automobile Graveyard | <input checked="" type="checkbox"/> Guest House | <input type="checkbox"/> Kennel & Pet Boarding |
| <input type="checkbox"/> Bed & Breakfast Home | <input type="checkbox"/> Hardship Exception | <input type="checkbox"/> Off-Premise Signs/Billboards |
| <input type="checkbox"/> Crematorium | <input type="checkbox"/> Hazardous Materials-Fuels | <input type="checkbox"/> Public Utility Office, Shop, Facility |
| <input type="checkbox"/> Evaporation Ponds, Commercial | <input type="checkbox"/> Hazardous Materials-Explosives | <input type="checkbox"/> Work Camp |
| | <input type="checkbox"/> Hazardous Materials-Radioactive | |

TEMPORARY USES – See Section 8 of the 2014 Zoning Resolution & Attach Any Special Requirements

- | | | |
|---|---|--|
| <input type="checkbox"/> Construction Office | <input type="checkbox"/> Seasonal Sales Lot | <input type="checkbox"/> Temporary Fireworks Sales |
| <input type="checkbox"/> Construction Yards, Off-Site | <input type="checkbox"/> Temporary Dwelling | <input type="checkbox"/> Temporary Work Camps |

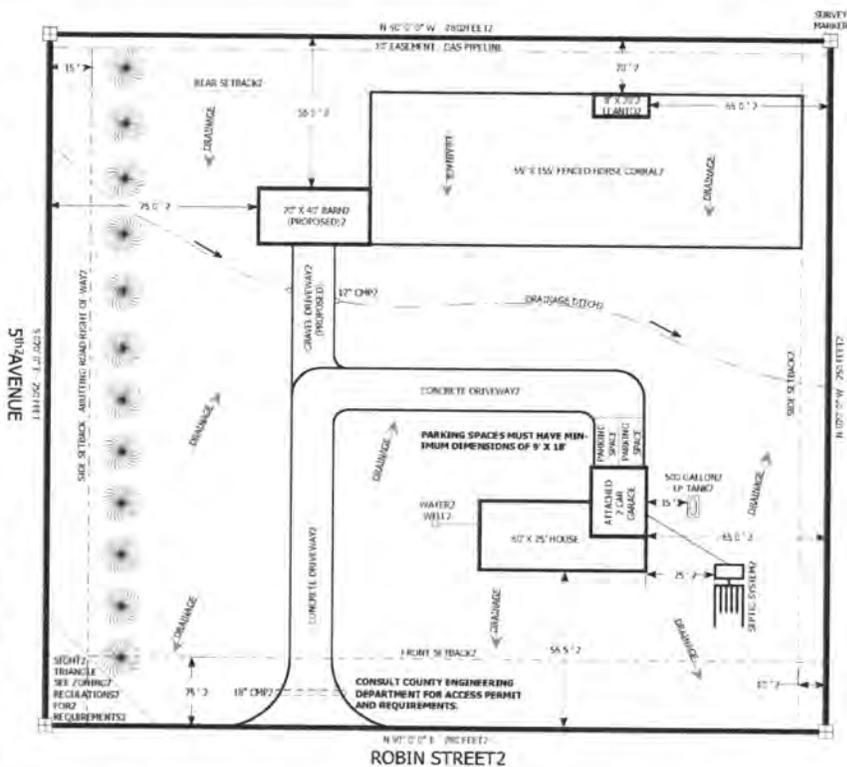
Removal and Site Restoration:

PERMIT SUBMITTAL REQUIREMENTS

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

1. **Site Plan:** A site plan, legibly drawn to scale and based on legally established lot corners that are permanently marked and identified, showing the following information:

- a. Address of the property
- b. Legal description
- c. Location and dimensions of the land area in question
- d. Size, shape, dimensions and location of existing or proposed structures
- e. Location of fire hydrants
- f. Access including dimensions, distance from property corners and size of culvert
- g. General drainage of lot or parcel
- h. Parking and loading areas as required
- i. Commercial signage, if applicable
- j. Septic and well locations
- k. Fuels being used or stored on the property
- l. Utilities
- m. Easements
- n. Outdoor storage areas
- o. Residential floor plan including rooms labeled and dimensioned, size of egress windows and doors, location of required smoke alarms and carbon monoxide detectors, type of door hardware, hallway widths, width of stairs and garage or building separation material
- p. Commercial floor plan including rooms labeled and dimensioned, size of egress windows and doors, location of smoke alarms, type of door hardware, hallway widths, width of stairs and garage or building separation material, location and type of exit signs, details of emergency lighting plan and location of fire extinguishers



2. **Water and/or Sewer Supply:**

a. Private Wyoming State Well Permit Number or Name of Water District: _____

b. Private Septic System Permit Number or Name of Sewer District: 14-135

SIGNATURE REQUIRED

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

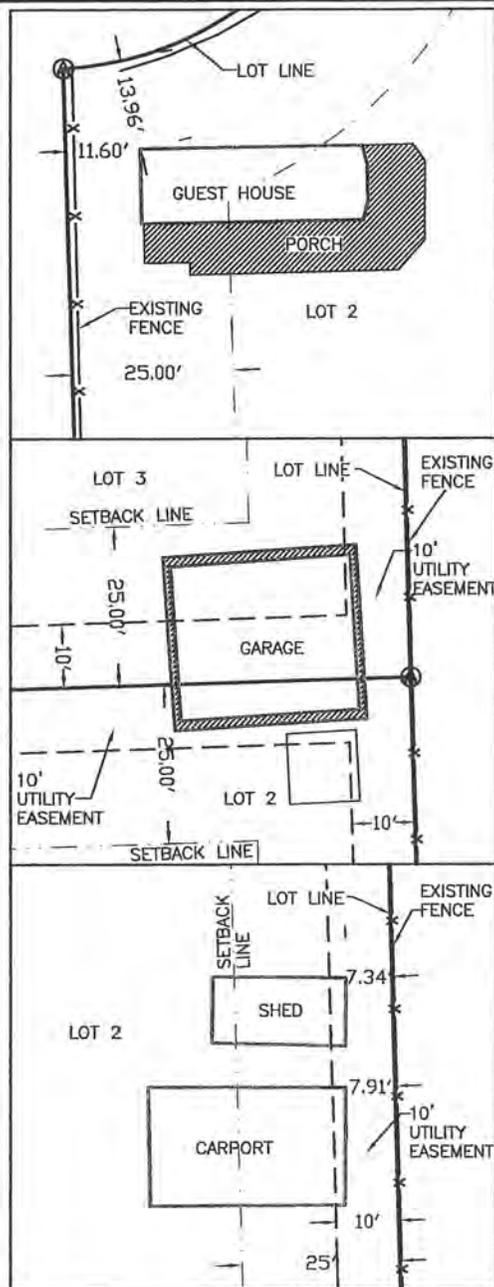
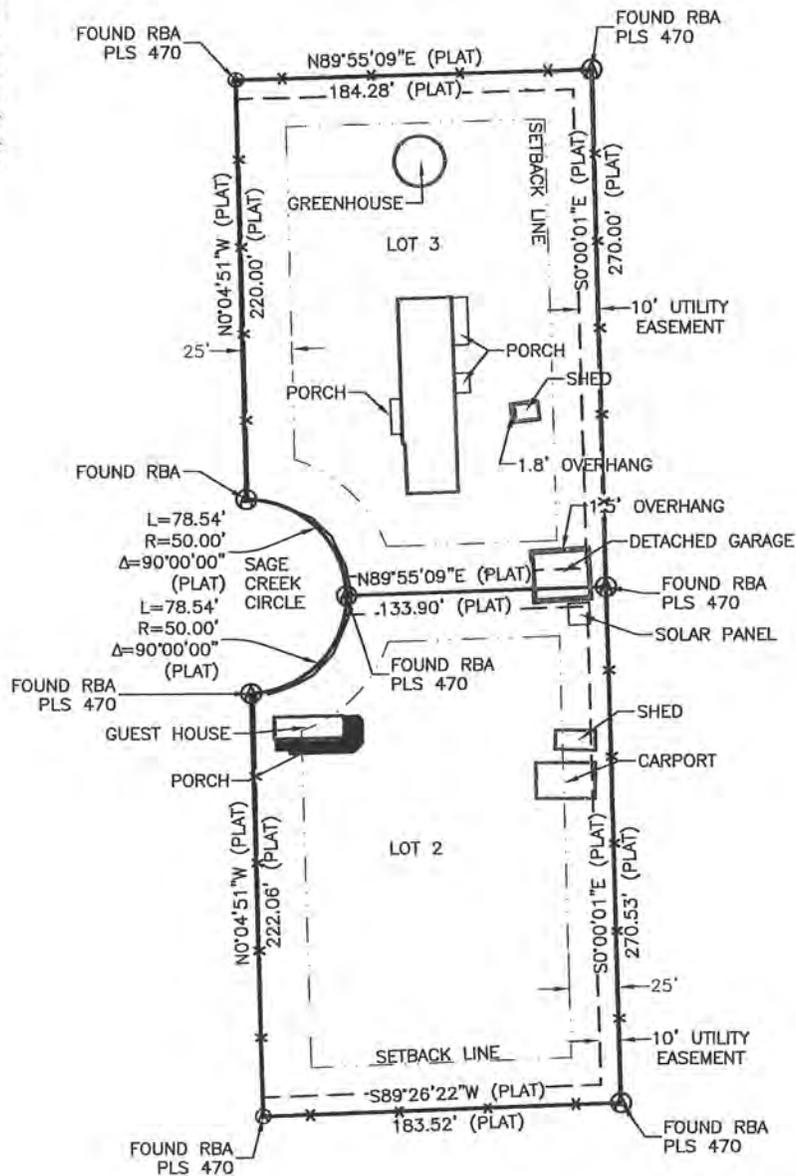
Shawn Ellsworth
Signature of Owner of Record

10-16-14
Date

Signature of Applicant/Agent

Date

10/8/2014 9:35:07 AM



RECEIVED
OCT 16 2014
SWG LAND USE



SCALE: 1" = 100'

Minimum Setback for structures in a Rural Residential(RR) zoned area is 25' from all lines of the Zone Lot.

TLW j:\Data\9067tak\dwg\9067SITE.dwg

JFC ENGINEERS SURVEYORS

1515 NINTH STREET
 ROCK SPRINGS, WY 82901
 PHONE (307) 362-7519
 FAX (307) 362-7569
<http://www.jfc-wyo.com>

**LOTS 2 & 3 CEDAR CLIFF ESTATES
 SECTIONS 21 & 28, T12N, R109W
 SWEETWATER COUNTY, WYOMING**

DWN BY: TLW
 DATE: 10/8/14

SCALE:
 1"=100'

EXHIBIT 1

November 18, 2014

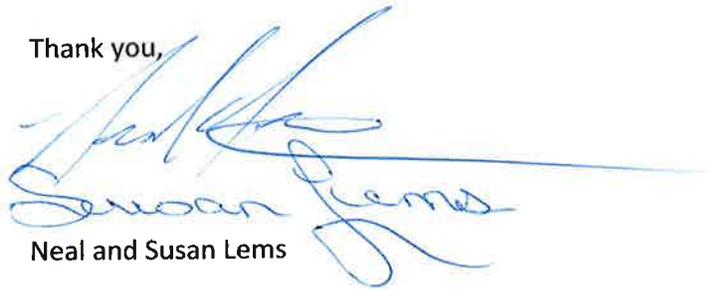
To Whom it May Concern:

Please issue a conditional use permit for a guest house on Glen and Holly Ellsworths property located in the Cedar Cliff Estates Subdivision in Washam Wyoming.

I have never had a problem with any of the people that have stayed with them in the past and doubt I will have any problems with them in the future. They have been very respectful people, not making any excessive noise or causing any problems.

I don't understand why there is such a problem with this guest house. It is well kept up with trees surrounding it so that you don't even see it during the summer. It is well maintained and you never know when anyone is staying in it. It looks much better than the fifth wheels and travel trailers that some people have set up for family use. I just wish people would mind their own business and leave other people alone. Why cause problems just because you can. We moved up here and pay the higher taxes so we can enjoy our retirement and have friends and family visit. Some people have more friends and family and need extra room for them to stay. This guest house is needed for just that reason. Please issue them the permit and let them have this guest house.

Thank you,



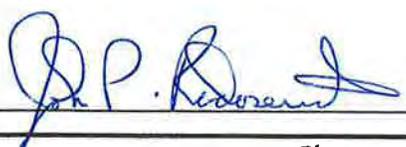
Neal and Susan Lems

Cedar Cliff Estates

Washam Wyoming

RECEIVED
NOV 24 2014
SWC LAND USE

Comment Form

Date of Notice: November 7, 2014	Please Reply By: November 26, 2014
Commenter Information: <small>(Please Include Name, Title, Company, Address, Phone & Email)</small> John P. Radosevich Sweetwater County Public Works Director Sweetwater County 80 West Flaming Gorge Way, Ste. 23 Green River , Wyoming	Public Hearing Dates P&Z Commission Wednesday, December 10, 2014 at 10:00 a.m. Board of County Commissioners Tuesday, December 16, 2014 at 1:30 p.m.
Location of Public Hearings: Sweetwater County Courthouse - County Commissioner's Room 80 West Flaming Gorge Way - Green River, WY 82935	
Nature of Public Hearing: Glenn and Holly Ellsworth are requesting a Conditional Use Permit in accordance with Section 7 of the 2014 Zoning Resolution in order to permit a guest house. The applicants are proposing the Conditional Use Permit for a Guest House on approximately 1.099 acres of land owned by Glenn and Holly Ellsworth , described as Cedar Cliff Estates Subdivision, Lot 2, Sweetwater County, Wyoming and commonly known as 5 Sage Creek Circle.	
Comments: From Section 7 of the 2014 Zoning Resolution: Section 7 d. Since no public sewer is available, the minimum lot size is 2 acres. Lots 2 & 3 will have to be combined to achieve this. Conditional Permit will be for Lots 2 & 3 Section 7e. Variance request for setback has to be approved. Appears to have other setback issues with structures placed within utility easements and within setback requirements. Section 7g. Dimensions on site plan are not available to verify square footage of primary structure and guest house. Section 7h. No indication of permanent foundation for guest house is included Section 7i. No verification or approval from City of Manilla as to if Guest house must be on separate water tap or not. Septic Permit is not verified as adequate for all structures.	
Signature: 	RECEIVED NOV 24 2014 SWC LAND USE Date: <u>11-25-14</u>
Please complete and return this form to: Sweetwater County Land Use ♦ 80 West Flaming Gorge Way, Suite 23 ♦ Green River, WY ♦ 82935 Phone: (307) 872-3914 or 922-5430 ♦ Fax: (307) 872-3991 ♦ Email: landuse@sweet.wy.us	

From: [Eric Bingham - Planning and Zoning](#)
To: [Steve Horton - Planning and Zoning](#); [Cindy Sheehan - Planning and Zoning](#)
Subject: Fwd: [Fwd:]
Date: Sunday, January 11, 2015 7:56:42 PM

Sent from my Verizon Wireless 4G LTE smartphone

----- Original message -----

From: danell@allwest.net
Date: 01/10/2015 4:16 PM (GMT-07:00)
To:
Subject: [Fwd:]

----- Original Message -----

Subject:
From: danell@allwest.net
Date: Sat, January 10, 2015 3:40 pm
To:

To Erick Bingham

sweatwater co planning & zoning

my name is Dan Durant

I own lot 20 in Cedar Cliff Estates

Washam WY

I am writing this letter because I'm unable to attend the jan 14 2015 hearing

I am apposed to Mr Ellsworth's permit request for a guest house because I believe

He will use it as a motel unit whenever he has an opportunity.

I can't prove this but I have heard that his original plan was to put several units

Down that fence line and stopped when we first contacted Steve Horton sept 2013

I think that was the reason he bought lot # 10. He told me in sept of 2013 that

He had a dealership on that line of cabin units !! I asked him how much they cost

And he said 50,000 set up.

I hope you will consider this when making your decision.

THANK YOU DAN DURANT

From: danell@allwest.net
Subject: [Fwd:]
Date: Saturday, January 10, 2015 4:38:21 PM

----- Original Message -----

Subject: [Fwd:]
From: danell@allwest.net
Date: Sat, January 10, 2015 4:16 pm
To:

----- Original Message -----

Subject:
From: danell@allwest.net
Date: Sat, January 10, 2015 3:40 pm
To:

To Erick Bingham

sweatwater co planning & zoning

my name is Ellen Essex

I own lot 19 in Cedar Cliff Estates

Washam WY

I am writing this letter because I'm unable to attend the jan 14
2015 hearing

I am apposed to Mr Ellsworth's permit request for a guest house because I
believe

He will use it as a motel unit whenever he has an opportunity.

I can't prove this but I have heard that his original plan was to
put several units

Down that fence line and stopped when we first contacted Steve Horton sept
2013

I think that was the reason he bought lot # 10. He told me in sept
of 2013 that

He had a dealership on that line of cabin units !! I asked him how much
they cost

And he said 50,000 set up.

I hope you will consider this when making your decision.

THANK YOU Ellen Essex

From: [Eric Bingham - Planning and Zoning](#)
To: [Steve Horton - Planning and Zoning](#); [Cindy Sheehan - Planning and Zoning](#)
Subject: Fwd: Cedar Cliff Motel
Date: Sunday, January 11, 2015 7:57:21 PM

Sent from my Verizon Wireless 4G LTE smartphone

----- Original message -----

From: Gary Farnsworth
Date: 01/11/2015 12:22 PM (GMT-07:00)
To: Steve Horton - Planning and Zoning ,Eric Bingham - Planning and Zoning
Subject: Cedar Cliff Motel

Steve & Eric

We apologize that we can't make the meeting on Jan. 14, 2015 of the Ellsworth's permitting of a guest house. We feel that to grant the permit will only be another guise for the Ellsworth's to continue their motel operations under the table. The past two years of trying to shut the motel down has been enough.

Thank You
Gary & Linda Farnsworth

Cindy Sheehan - Planning and Zoning

From: The Dana <aluckyman@gmail.com>
Sent: Tuesday, January 13, 2015 5:35 PM
To: Steve Horton - Planning and Zoning; Cindy Sheehan - Planning and Zoning
Subject: Letter to Sweetwater Planning & Zoning and Board of Commissioners re: Ellsworth conditional use application

To Sweetwater Planning & Zoning and Board of Commissioners,

My name is Dana Dickson and I reside in the Cedar Heights Estates subdivision. This letter is in regards to Glenn Ellsworth's application for a conditional use permit for the small dwelling currently located on his property. As I understand it, this permit would enable him to use this building as a guest home, for family members only, for one year with a subsequent renewal possible at the end of that time on the condition that the building is planning and zoning compliant.

As I stated at the last Board of Commissioners hearing on Mr. Ellsworth's variance requests, I am concerned that existing planning and zoning code for this subdivision be strictly enforced. In my years as a planning commissioner in Salt Lake County, I saw how lax code enforcement could lead to slippery-slope non-compliances and eventual degradation to surrounding property values, and I do not want to send the wrong message here.

In this case, although I am not a supporter of this kind of development in our subdivision, I would not be averse to granting this application if Mr. Ellsworth moves the building to the adjacent lot he owns as he works to comply with the Board of Commissioners variance request denials at the last meeting, and brings the building into total planning and zoning compliance within the first year prior to a conditional use renewal. Hopefully this solution is a win-win for all parties.

Thank you for your time, and for your public service on behalf of the residents of Sweetwater County.

Sincerely,
Dana Dickson.