

NOTICE

**THE SWEETWATER COUNTY BOARD OF COUNTY COMMISSIONERS
WILL MEET ON TUESDAY, August 18, 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: August 4, 2015

ACCEPTANCE OF BILLS

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

FY 2016 HUMAN SERVICE CONTRACTS

PUBLIC HEARING

Resolution to Increase Service of Process Fees

COMMISSIONER COMMENTS/REPORTS

8:40 Commissioner Van Matre
8:50 Commissioner Kolb
9:00 Commissioner Wendling

COUNTY RESIDENT CONCERNS

9:10

ACTION/PRESENTATION ITEMS

9:20 Request to Re-staff Vacancy in the Detention Center
9:25 Acceptance of the Emergency Medical Services (EMS)

Needs Assessment Grant Award

- 9:30** Request Approval of the Grant Agreement for the Airport Improvement Program Project to Improve Runway 09/27
- 9:45** Surplus Vehicle and Equipment Sale/Exchange
- 10:00** Partial Release of Escrow Funds for Washam Creek Subdivision
- 10:05** Request for County Maintenance of Mountain High Estates Subdivision Road- High Legacy Lane
- 10:15** Fairway Estates Drainage Issues
- 10:40** Request Approval of the Wyoming Inter-County Mutual Aid Agreement
- 10:45** Request Approval of the Property Lease with the City of Rock Springs for a Paintball Facility
- 10:50** Sweetwater County Fire Warden:
1. Request Approval of the Mutual Aid Agreement with Fremont County
2. Bitter Creek Fire Update
- 11:10** Sweetwater Health Center & Pharmacy's request for the Commission to Provide a Letter of Support to Apply for a State Grant

OTHER

11:25

EXECUTIVE SESSION AS NEEDED

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)

August 4, 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

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

Approval of Minutes: 7-21-15

Commissioner West moved to approve the minutes. Commissioner Wendling seconded the motion.
The motion carried.

Acceptance of Bills

Approval of County Vouchers/Warrants, Monthly Reports and Bonds

Commissioner Kolb moved to approve the county vouchers/warrants, the monthly statements, and the bonds. Commissioner Van Matre seconded the motion. The motion carried.

WARRANT NO.s	PAYEE	DESCRIPTION	AMOUNT
	EMPLOYEES AND PAYROLL VENDORS	PAYROLL RUN	None
65776	AMAZON	EQUIPMENT/SUPPLIES	307.35
65777	CENTURYLINK	PHONE	26.81
65778	DELTA DENTAL	FEES	2,256.75
65779	DIRECTV	TV	94.48
65780	HCC LIFE INSURANCE CO	FEES	27,529.52
65781	HOME DEPOT CREDIT SERVICES	SUPPLIES	262.87
65782	PMT REMITTANCE CENTER - 3009	MEAL/SUPPLIES	371.71
65783	PMT REMITTANCE CENTER - 3438	LODGING/SUPPLIES/FURNITURE/ REPAIRS/PARTS/EQUIPMENT/ REGISTRATION	7,700.80
65784	PMT REMITTANCE CENTER - 2452	TRAVEL	337.32
65785	PMT REMITTANCE CENTER - 2486	TRAVEL	358.02
65786	PMT REMITTANCE CENTER - 2478	MEALS	78.87
65787	PMT REMITTANCE CENTER - 2460	MEALS	479.23
65788	PMT REMITTANCE CENTER - 7081	TRAVEL	8.30
65789	QUESTAR GAS	UTILITIES	4,283.68
65790	ROCKY MTN POWER	UTILITIES	7,615.64
65791	UMR INC	FEES	12,281.00
65792	UNION TELEPHONE CO INC	PHONES/AIRCARDS/EQUIPMENT	5,325.02
65793	UNION TELEPHONE CO INC	CELL PHONE/FIN CHG	189.62
65794	VERIZON WIRELESS	PHONES/AIRCARDS	1,273.29
65795	VISION SERVICE PLAN	PREMIUMS	4,962.09
65796	WALMART COMMUNITY/RFCSELLC- PURCHASING	SUPPLIES	108.05
65797	WEX BANK	FUEL	4,509.39
65798	CENTURYLINK	PHONE BILL	171.53
65799	ROCKY MTN POWER	UTILITIES	10,032.83
65800	VERIZON WIRELESS	BROADBAND	1,360.70
65801	WALMART COMMUNITY/RFCSELLC- SHERIFF	COMMISSARY/SUPPLIES	515.54
65802	WELLS FARGO	XM/SUPPLIES/SHIPPING/SEMINAR/ TRAVELS/REPAIRS	3,379.45
65803	AARMS	SUBSCRIPTION	530.00
65804	ACE HARDWARE	SUPPLIES	160.32
65805	ACE HARDWARE #11263-C	SUPPLIES	71.92
65806	ALLEN, CHERYL	MILEAGE/TRAVEL	1,066.95
65807	ALPINE PURE BOTTLED WATER	WATER/RENTAL	180.00
65808	AMERICAN COLLEGE OF FORENSIC EXAMINERS INSTITUTE	MEMBERSHIP	190.00
65809	BATTERY SYSTEMS	BATTERIES	474.46
65810	BEST WESTERN - RAMKOTA HOTEL CASPER	LODGING	166.00
65811	BI	SERVICES	5,581.78
65812	BOB BARKER COMPANY INC	INMATE CLOTHING	729.65
65813	BOOKCLIFF SALES INC	SUPPLIES	111.92
65814	BROADWAY MEDIA KMER	ADS	220.00
65815	CAPITAL BUSINESS SYSTEMS INC	CONTRACT	48.75
65816	CARTEGRAPH SYSTEMS INC	MAINTENANCE	4,358.00
65817	CASTILLON D.D.S. LLC, A. BRYCE	INMATE DENTAL/FEE	2,113.00
65818	CDW GOVERNMENT	EQUIPMENT	384.41
65819	CITY OF GREEN RIVER	RENT	700.00
65820	CLEARVIEW IMPROVEMENT & SVC DIST	SERVICES	3,700.00
65821	COPIER & SUPPLY CO INC	CONTRACTS	1,594.18
65822	CRAWFORD SUPPLY COMPANY	COMMISSARY	151.26
65823	DELL MARKETING L P	EQUIPMENT	500.44
65824	DESERT VIEW ANIMAL HOSPITAL	FOOD	139.82
65825	DIEHL ROUSE, KIMMIE	OFFICE SUPPLIES	67.07

65826	DIVERSIFIED INSURANCE BEN SERV LLC	FEES	2,118.48
65827	DIVERSIFIED INSURANCE BEN SERV LLC	FEES	12,000.00
65828	DIVIS, DAVID S	MILEAGE	432.40
65829	DJ'S GLASS PLUS	REPAIR	359.22
65830	ERRAMOUSPE, DANIEL E	OFFICE SUPPLIES	23.34
65831	ESQUIBEL, SYLVIA	OFFICE SUPPLIES/POSTAGE	336.96
65832	F B MCFADDEN WHOLESALE CO	BEVERAGES/ COMMISSARY/ INMATE FOOD	5,502.95
65833	GASAWAY, KYLE E	MILEAGE	336.95
65834	GOVCONNECTION INC	EQUIPMENT	883.00
65835	GRAINGER	SUPPLIES	661.76
65836	IBS INCORPORATED	SUPPLIES	1,114.78
65837	INDUSTRIAL HOIST AND CRANE	REPAIRS	673.71
65838	INDUSTRIAL SUPPLY	SUPPLIES	58.20
65839	VENTURE TECHNOLOGIES	EQUIPMENT/MAINTENANCE	106,970.81
65840	JACKS SAW SHOP INC	TOOLS	2,300.88
65841	JOHNSON, WALLY J	MEAL/MILEAGE	477.00
65842	JOINT POWERS TELECOM BOARD	INTERNET/NETWORK	40,380.00
65843	KEEFE SUPPLY COMPANY	COMMISSARY	594.58
65844	KOENIG, HAZEL	MILEAGE	51.75
65845	LEXISNEXIS RISK DATA MNGMNT INC	SUBSCRIPTION	288.90
65846	LOPEZ, EMILY	MEALS	35.18
65847	LOVELESS, JANET	TRANSCRIPTION	133.25
65848	MAKINEN, RANDY	REFUND/FEE	225.00
65849	MAP TRANSPORTATION LLC	EXTRADITION	1,302.20
65850	MARCHAL, KRISNA	MILEAGE	34.50
65851	MATHEY LAW OFFICE - ASSIGNEE	FEES	2,973.33
65852	MATTHEW BENDER & CO INC	SUBSCRIPTIONS	1,285.96
65853	MCKEE FOODS CORPORATION	INMATE FOOD	577.92
65854	MCKEE, SHARI J	OFFICE SUPPLIES	18.50
65855	MEADOW GOLD DAIRIES SLC	INMATE FOOD	1,244.85
65856	MEMORIAL HOSPITAL OF SW CO	INMATE MEDICAL/TESTING	2,252.00
65857	NAPA AUTO PARTS UNLIMITED	PARTS	190.97
65858	NEW FRONTIER IMAGING LLC	INMATE MEDICAL	479.00
65859	NUTECH SPECIALTIES INC	SUPPLIES	353.55
65860	LAW OFFICE OF BOBBY W PINEDA	FEES	5,160.00
65861	QUILL CORPORATION	OFFICE SUPPLIES/EQUIPMENT	3,272.36
65862	ROCK SPRINGS NEWSPAPERS INC	SUBSCRIPTION	117.00
65863	ROCKY MOUNTAIN SERVICE BUREAU INC	COMMISSION	233.18
65864	ROUTT COUNTY SHERIFF'S OFFICE	SERVICE	28.20
65865	SHADOW MOUNTAIN WATER OF WYO INC	RENTAL/WATER	33.80
65866	SHOPKO HOMETOWN - PHARMACY	PRESCRIPTIONS	2,721.56
65867	SKAGGS COMPANIES INC	UNIFORMS	1,475.65
65868	SKYWEST AIRLINES INC	SUBSIDY	280,899.21
65869	SLAUGHTER, ROBERT D	MILEAGE	276.00
65870	SMYTH PRINTING INC	OFFICE SUPPLIES	75.50
65871	SNAP - ON DIAGNOSTICS	SUBSCRIPTION	1,608.00
65872	SNAP ON TOOLS	EQUIPMENT/TOOLS	8,749.00
65873	SOUTHWEST COUNSELING SERVICE	EVALUATIONS	730.00
65874	STAFFORD, NANCY	RENT/TRAVEL	1,114.31
65875	STERLING COMMUNICATIONS & ELECTRONICS	RENT	1,867.55
65876	SWEETWATER COUNTY INSURANCE	CLAIMS/PREMIUMS	330,256.06
65877	SWEETWATER TROPHIES	PLAQUE/SHIPPING	1,666.68
65878	TALBOTT, BROOKE N	TRAVEL	32.17
65879	THE MASTER'S TOUCH LLC	POSTAGE/MAILINGS	8,550.00
65880	THE UPS STORE - #3042	SHIPPING	58.53
65881	THOMSON REUTERS-WEST PAYMENT CENTER	SUBSCRIPTION	1,621.17
65882	THOS Y PICKETT & COMPANY INC	CONTRACT	41,500.00
65883	TOTAL TECH	LICENSES	788.76
65884	TRUSTED NETWORK SOLUTIONS INC	EQUIPMENT	7,816.40
65885	TYLER TECHNOLOGIES INC	IMPLEMENTATION	1,275.00
65886	U S FOODS INC	INMATE FOOD	2,033.43
65887	UNITED SITE SERVICES	RESTROOM	154.51
65888	USPS	STAMPS	49.00
65889	VONAGE BUSINESS	PHONE BILL	2,601.38
65890	WATCH SYSTEMS LLC	MAILINGS	115.15
65891	WIMACTEL INC	PAYPHONE	70.00
65892	WYOMING PATHOLOGY INC	AUTOPSY	1,200.00
65893	YOUNG AT HEART CENTER	GRANT EXPENSES	1,443.71

GRAND TOTAL: 1,015,324.94

The following bonds were placed on file:

Denise N. Pfeffer Carbon County School Dist. #1, Treasurer \$50,000.00

Public Salary Disclosure Publication

County Clerk Dale Davis presented the public salary disclosure publication to advertise in the newspaper. *Commissioner West moved to proceed with the public salary disclosure publication as required by state statute. Commissioner Wendling seconded the motion.* The motion carried.

FY 2016 Human Service Contracts

Accounting Manager Bonnie Phillips presented three Human Service Contracts. Chairman Johnson entertained a motion to approve all three Human Service Contracts for Castle Rock Hospital District (\$100,000.00), the Golden Hour Senior Citizen's Center (\$270,000.00) and the Sweetwater Family Resource Center (\$55,000.00). *Commissioner Wendling so moved. Commissioner Kolb seconded the motion.* The motion carried.

Commissioner Comments/Reports

The commissioners extended their appreciation to Fire Warden Mike Bournazian, the fire crew and to all those involved in assisting with the wildfire south of Rock Springs in the Fire Hole/Bitter Creek Area and thanked Commissioner Wendling for keeping the commission apprised.

The commission also extended their appreciation to Events Complex Director Larry Lloyd, staff and all those involved in the successful 2015 National High School Rodeo, Red Desert Round up Rodeo and the Fair/Big Show and thanked Commissioner Kolb for his liaison work.

Commissioner Wendling

Commissioner Wendling explained that Rock Springs Fire Chief Jim Wamsley recognized Fire Warden Mike Bournazian along with county fire fighters for assisting the community during the flood noting that a letter of recognition will be presented during the August 18, 2015 board meeting. Commissioner Wendling explained that he, along with fellow commissioners, participated in the Migration Route Flyover. Commissioner Wendling reported on the wildfire south of Rock Springs in the Fire Hole/Bitter Creek area. Commissioner Wendling also thanked Purchasing Manager Marty Dernovich for going above and beyond to assist Fire Warden Mike Bournazian with making arrangements to feed the fire fighters. Commissioner Wendling reported on his liaison meeting for the Young at Heart board meeting. Commissioner Wendling noted that he listened in on the WCCA/BLM Public Lands meeting and attended the CLIMB Wyoming press release, the Red Desert Rodeo and the Sweetwater County Big Show and participated in many of the fair activities.

Chairman Johnson

Chairman Johnson explained that he will be absent from August 14-18, 2015 and appointed Commissioner West as acting chairman. Chairman Johnson explained that he will be attending the WLCI meeting and will miss the Memorial Hospital of Sweetwater County public meeting scheduled August 5, 2015. Chairman Johnson requested that Commissioner West answer any questions on behalf of the commission because he is the liaison to the hospital board. Chairman Johnson presented two letters for commission consideration. The first letter presented was drafted to Senator Barrasso regarding the National Forest Ecosystem Improvement Act and the second letter was drafted to BLM High Desert District Manager Mark Storzer to wish him well on his new position in Anchorage, Alaska. The commission concurred to sign both letters. Chairman Johnson read aloud the report from Facilities Manager Chuck Radosevich.

Commissioner Van Matre

Commissioner Van Matre explained that he, along with fellow commissioners, participated in the Migration Route Flyover. Commissioner Van Matre reported that he attended the Red Desert Rodeo, the Sweetwater County Big Show, participated in many of the fair activities, and attended the CLIMB Wyoming press release.

Commissioner West

Commissioner West reported that he attended the Sweetwater County Big Show. Commissioner West explained that a possible facility could be utilized for the lending closet.

Commissioner Kolb

Commissioner Kolb reported that he attended the Rock Springs City Council meeting and that he, along with fellow commissioners, participated in the Migration Route Flyover. Commissioner Kolb further reported that he attended the Sweetwater County Big Show, participated in many of the fair activities and attended the CLIMB Wyoming press release.

Break

Chairman Johnson called for a break.

County Resident Concerns

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

Action/Presentation Items

Tax Anticipation Warrant Agreement with RSNB

Sweetwater County Events Complex Accountant Robert Perry presented the Warrant Agreement between the Sweetwater County Fair Board and RSNB Bank. Following discussion, Chairman Johnson entertained a motion to approve the warrant agreement presented and authorize the Chairman to sign.

Commissioner Wendling so moved. Commissioner Van Matre seconded the motion. The motion carried.

Approval of the 2015 Mill Levies

Deputy County Assessor Dave Divis presented the 2015 Mill Levies. Following discussion, Chairman Johnson entertained a motion to approve the 2015 Mill Levies as presented. *Commissioner West so moved. Commissioner Wendling seconded the motion.* The motion carried.

Rescinding Local County Board of Equalization Rules

Deputy County Assessor Dave Divis explained that the Wyoming State Board of Equalization Rules, signed by Governor Mead, provided statewide uniformity for protested hearings. Following discussion, Chairman Johnson explained that, in the capacity of county commissioners, they also have the authority to act as the Sweetwater County Board of Equalization and therefore requested, in accordance with State Statute, that we act as the Sweetwater County Board of Equalization in the notice of intent to repeal rules of practice and proceedings for appeals as presented and authorize the Chairman to sign in that capacity. *Commissioner Kolb so moved. Commissioner West seconded the motion.* The motion carried.

Big Brother's Big Sister's Program Plans

YWCA Executive Director Lauren Schoenfeld and Program Director Melinda Baas provided an update on the Big Brother's Big Sister's program. Ms. Baas explained the possibility of changing the way the administration is set up to allow the Big Brother's Big Sister's program to grow. Ms. Schoenfeld explained that changing the administration will allow the YWCA to provide other services aligned with their mission.

Approval to the FY 2016 Services to Victims of Crime Grant Documents

Grants Manager Krisena Marchal presented the FY 2016 Services to Victims of Crime Grant Documents. Chairman Johnson entertained a motion to accept the Fiscal Year 2016 Services to Victims of Crime Grant Contract. *Commissioner West so moved. Commissioner Van Matre seconded the motion.* The motion carried.

Chairman Johnson entertained a motion to approve, and authorize the Chairman to sign, the Fiscal Year 2016 Services to Victims of Crime Certified Assurances and OMB A-133 Audit Requirements Form. *Commissioner Wendling so moved. Commissioner Kolb seconded the motion.* The motion carried.

Approval of the Amended Certification Statement for the Justice Center Grant Project

Grants Manager Krisena Marchal presented the amended Certification Statement for the Justice Center Grant Project. Following discussion, Chairman Johnson entertained a motion to approve, and authorize the Chairman to sign, the amended Certification Statement for the Justice Center Grant Project. *Commissioner Wendling so moved. Commissioner West seconded the motion.* The motion carried.

Approval of the 2014 OJJDP Grant Application Certification

Grants Manager Krisena Marchal and Juvenile Probation Director Karin Kelly presented the 2014 OJJDP Grant Application Certification. Chairman Johnson entertained a motion to approve, and authorize the chairman to sign, the 2014 OJJDP Grant Application Certification. *Commissioner Kolb so moved. Commissioner Van Matre seconded the motion.* The motion carried.

MOU's between the Sweetwater County Sheriff's Office and the Counties of Lincoln, Carbon, Uinta, Fremont, Sublette & Teton Sheriff's Office

Sheriff Lowell presented MOU's between the Sweetwater County Sheriff's Office and the Counties of Lincoln, Carbon, Uinta, Fremont, Sublette and Teton Sheriff's Office. Following discussion, Chairman Johnson entertained a motion to approve the MOU's between the Sweetwater County Sheriff's Office and the Counties of Lincoln, Carbon, Uinta, Fremont, Sublette, and Teton. *Commissioner Wendling so moved. Commissioner West seconded the motion.* The motion carried.

Break

Chairman Johnson called for a break.

Request to Staff Position in the Sheriff's Office

Sheriff Lowell and Human Resources Director Garry McLean requested authorization to staff a position in the sheriff's office. Following discussion, Chairman Johnson entertained a motion to honor the request to staff the position in the sheriff's office as presented. *Commissioner Wendling so moved. Commissioner Van Matre seconded the motion.* The motion carried.

Other

Executive Session(s)-Personnel/Legal

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

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

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

Reid O. West, Member

ATTEST:

Steven Dale Davis, County Clerk

	DATE	AMOUNT	WARRANT #'S
EAL	8/7/2015	273,399.48	65935-65946
EAL	8/14/2015	34,987.03	
EAL	8/18/2015	853,969.94	
EAL			
EAL			

Payroll Run	1,487,348.97	Payroll:	Check #	Advice #
Payroll Run			65894-65934	14802-15058
Payroll Run				

TOTAL AMOUNT \$2,649,705.42

Vouchers in the above amount are hereby approved and ordered paid this date of 08/18/2015

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
8-18-15

1. **County Clerk**
2. **Clerk of District Court**
3. **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

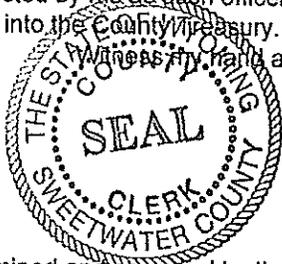
MONTHLY STATEMENT

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 July 2015 and reported to the Board of County Commissioners of said County.

COUNTY CLERK		
Recording Fees	14,359.00	
Marriage Licenses	1,350.00	
Chattel Mortgages	16,954.00	
Motor Certificates of Title	(1791 /TITLES) 26,865.00	25,074.00
Sale of County Property	-	
Miscellaneous Receipts	1,078.25	
Total Receipts		60,606.25
	Abandoned Vehicle	(1,791.00)
		58,815.25

STATE OF WYOMING)
) ss.
 COUNTY OF SWEETWATER)

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



Witness my hand and seal this 03 day of August 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

Monthly Statement

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

JULY, 2015

Reported to the Board of County Commissioners of said County.

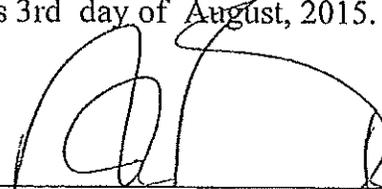
<u>CIVIL FEES</u>	\$	6,088.52
Code: DC		
<u>BOND FORFIETED</u>	\$	0.00
Code: FO		
<u>CRIMINAL FINES/COSTS</u>	\$	400.00
Code: CF		
<u>TOTAL EARNINGS</u>	\$	6,488.52

Clerk of District Court Check # 9420

STATE OF WYOMING
COUNTY OF SWEETWATER

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

Witness, my hand and seal this 3rd day of August, 2015.


Donna Lee Bobak, Clerk of District Court



MONTHLY STATEMENT

Statement of the Earnings or Collections of Mike Lowell

as Sheriff within and for the County of Sweetwater

State of Wyoming, for the month ending June 30, 2015, and reported to the Board of County Commissioners of said County.

<p>COUNTY CLERK,</p>	<p>Recording Fees, ----- Marriage Licenses, ----- Chattel Mortgages, ----- Motor Certificates of Title, ----- Sale of County Property, ----- Miscellaneous Receipts, ----- Total Receipts, -----</p>		
<p>CLERK, DISTRICT COURT,</p>	<p>Civil Fees, ----- Probate Fees, ----- Criminal fines and Costs, ----- Miscellaneous Fees, ----- Total Earnings, -----</p>		
<p>SHERIFF, -----</p>		3550	18
<p>ASSESSOR, -----</p>			

STATE OF WYOMING)
)
 County of Sweetwater)ss.
)

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

WITNESS my hand and seal this 30 day of June, 2015.

Mike Lowell, County Sheriff

Mike Lowell

Authorization for Bonds

8-18-15

Robert Baldwin	Eden Valley Solid Waste Disposal District, Vice Chair	\$10,000.00
James Burnett	Eden Valley Solid Waste Disposal District, Chair	\$ 5,000.00
Jaci Stewart	Clearview Improvement & Service District, President	\$25,000.00
Bruce Thomson	Clearview Improvement & Service District, Board Mbr	\$25,000.00

THE BOARD OF COUNTY COMMISSIONERS
FOR SWEETWATER COUNTY, WYOMING

Wally J. Johnson, Chairman

John K. Kolb, Member

Donald Van Matre, Member

Attest:

Randal M. Wendling, Member

Steven Dale Davis, County Clerk

Reid O. West, Member

James P. Schermetzler, Deputy County Attorney

Wyoming



Western Surety Company

OFFICIAL BOND AND OATH

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 54529233

That we Robert Baldwin

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

unto Eden Valley Solid Waste Disposal 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 31st day of March, 2015.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden

Principal was duly Appointed Elected to the office of Vice Chairman

in the Eden Valley Solid Waste Disposal District

and State aforesaid for the term beginning July 24, 2015, and ending

July 24, 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 Vice 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.



Robert Baldwin
Principal

WESTERN SURETY COMPANY

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

Wyoming



Western Surety Company

OFFICIAL BOND AND OATH

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 53919117

That we James Burnett

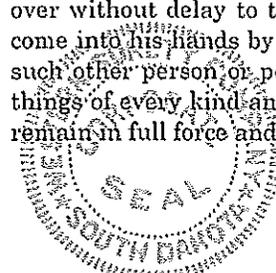
of Farson, Wyoming, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Wyoming, as Surety, are held and firmly bound unto Eden Valley Solid Waste Disposal District, the State of Wyoming, in the penal

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 31st day of March, 2015.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Appointed Elected Principal was duly Chairman in the of Eden Valley Solid Waste Disposal District and State aforesaid for the term beginning July 24, 2015, and ending July 24, 2016.

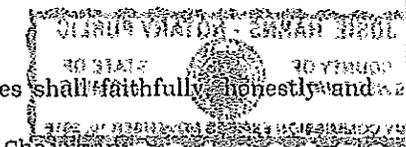
NOW THEREFORE, If the above bounden Principal and his deputies shall faithfully, honestly and impartially perform all the duties of his said office of Chairman as is or may be prescribed by law, and shall with all reasonable skill, diligence, good faith and honesty safely keep and be responsible for 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.



James Burnett
Principal

WESTERN SURETY COMPANY

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





Western Surety Company

RIDER

It is hereby mutually agreed and understood by and between the Principal and Western Surety Company, that instead of as originally written:

The bond has been changed to read: Elected

No further changes other than above.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, limits or conditions of the Bond, except as hereinabove set forth.

This Rider becomes effective on the 24th day of July, 2015, at twelve and one minute o'clock a.m., standard time.

Attached to and forming part of Bond No. 53919117 issued by WESTERN SURETY COMPANY of Sioux Falls, South Dakota, to James Burnett

Signed this 23rd day of June, 2015

WESTERN SURETY COMPANY

By Paul T. Bruhat
Paul T. Bruhat, Vice President



Wyoming



Western Surety Company

OFFICIAL BOND AND OATH

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 54932414

That we Jaci Stewart,
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 Clearview Improvement & Service District, the State of Wyoming, in the penal
sum of Twenty-Five Thousand and 00/100 DOLLARS (\$ 25,000.00),
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 30th day of April, 2015.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden
Principal was duly Appointed Elected to the office of President
in the Clearview Improvement & Service District,
and State aforesaid for the term beginning August 27, 2015, and ending
August 27, 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 President
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.



Jaci Stewart
Principal

WESTERN SURETY COMPANY

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

Wyoming



Western Surety Company

OFFICIAL BOND AND OATH

KNOW ALL PERSONS BY THESE PRESENTS:

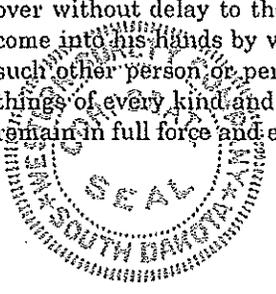
Bond No. 54932412

That we Bruce Thomson,
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 Clearview Improvement & Service District, the State of Wyoming, in the penal
sum of Twenty-Five Thousand and 00/100 DOLLARS (\$ 25,000.00),
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 30th day of April, 2015.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden
Appointed
Principal was duly Elected to the office of Board Member
in the City of Clearview Improvement & Service District,
and State aforesaid for the term beginning August 27, 2015, and ending
August 27, 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 Board Member
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.



Principal

WESTERN SURETY COMPANY

Paul T. Bruflat, Senior Vice President

BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

Requested Meeting Date: August 18, 2015	Name & Title of Presenter: Bonnie Phillips, Accounting Manager
Department or Organization: County Clerk's office	Contact Phone & E-mail: 307-872-3762 phillipsb@sweet.wy.us
Exact Wording for Agenda: Human Service Contracts FY 2016	Preference of Placement on Agenda & Amount of Time Requested for Presentation: Acceptance of Human Service Contracts
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.

Authorization for Human Service Contracts
8-18-13

Boys and Girls Club of Sweetwater County	\$ 60,000.00
Hospice of Sweetwater County	\$ 98,000.00
Western Wyoming Family Planning	\$ 20,000.00
Volunteer Information and Referral Service	\$ 124,000.00
Young At Heart Senior Citizen's Center	\$ 310,000.00
Human Service Contracts	\$ 612,000.00

THE BOARD OF COUNTY COMMISSIONERS
FOR SWEETWATER COUNTY, WYOMING

Wally J. Johnson, Chairman

John K. Kolb, Member

Donald Van Matre, Member

Attest:

Randal M. Wendling, Member

Steven Dale Davis, County Clerk

Reid O. West, Member

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

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

WITNESSETH:

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

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

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

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Term. The term of this Agreement shall be from July 1, 2015 through June 30, 2016.
2. Services. THE BOYS AND GIRLS CLUB agrees to make available facilities and staff for the purpose of providing various educational and enrichment programs for the boys and girls of Sweetwater County.
3. Funding. THE COUNTY has budgeted, appropriated, or otherwise made available up to a maximum amount of **\$60,000.00** for The Boys and Girls Club expenses in providing the services identified in this Agreement. THE COUNTY'S total liability shall not exceed said

amount. The payment of all amounts hereunder is subject to the availability of County funds and to The Boys and Girls Club's compliance with the terms and conditions of this Agreement.

4. Payments. The parties hereto mutually agree that The Boys and Girls Club shall submit vouchers to THE COUNTY on or before the 25th day of each month during the contract term for review, approval and payment by THE COUNTY.
5. Responsibilities of The Boys and Girls Club: The Boys and Girls Club shall:
 - a. Use the budgeted, allocated and appropriated funds to provide services for the youth of Sweetwater County, as specified herein. Insure that the staff hired by The Boys and Girls Club is qualified.
 - b. Insure that a good and sufficient fidelity bond covers all personnel handling money.
 - c. Comply with all requirements for identifying eligible recipients for receiving benefits, and render services in accordance with all established guidelines, rules or regulations, to the extent funds are made available.
 - d. Insure that no person shall be discriminated against in employment, or be excluded from participation in or be denied the benefits of any activity funded in whole or in part with the funds made available under this Agreement on the grounds of race, color, national origin, age, sex, handicap or disability.
 - e. Maintain detailed minutes of all The Boys and Girls Club board meetings. The minutes shall include a list of all checks issued and their correct amounts, except for checks identifying individual clients which may be consolidated so that individual clients cannot be identified. The minutes shall be made available for public inspection during regular business hours. The minutes shall comply with all

applicable laws, rules and regulations concerning confidentiality of client records. The Boys and Girls Club may use executive sessions for the discussion of personnel or client matters where permitted by applicable law.

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

otherwise unenforceable, THE COUNTY shall have the right at its sole option to declare the Agreement void and enter into negotiations with The Boys and Girls Club for a new Agreement.

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

- (1) In the case of THE COUNTY:

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

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

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

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

Dated this 4 day of August 2015.

BOARD OF COUNTY COMMISSIONERS FOR
SWEETWATER COUNTY, WYOMING

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

ATTEST:

Steven Dale Davis
Sweetwater County Clerk

Dated this 4 day of August 2015.

THE BOYS AND GIRLS CLUB OF
SWEETWATER COUNTY

By: _____

Title: _____

ATTEST:

Amanda McCarroll

Title: _____

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

THIS AGREEMENT made and entered into by and between the County of Sweetwater, Wyoming, 80 West Flaming Gorge Way, Green River, Wyoming, 82935-4250, and Hospice of Sweetwater County, ~~809 Thompson Street, Suite D~~, Rock Springs, Wyoming *333 Broadway, Suite 220* 82901-7272.

WITNESSETH:

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

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

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

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Term. The term of this Agreement shall be from July 1, 2015 through June 30, 2016.
2. Services. HOSPICE agrees to provide the following services to residents of Sweetwater County:
 - a. Patient-Family Services: Provide physical, emotional, and social assistance to the terminally ill and their families.

- b. Bereavement Services: Help the family survivors through the year following death.
 - c. Community Education Services: Assist other agencies in dealing with the terminally ill and offer information on the dying process, grief, and bereavement to the community.
3. Funding. THE COUNTY has budgeted, appropriated, or otherwise made available up to a maximum amount of \$98,00.00 for HOSPICE expenses in providing the services identified in this Agreement. THE COUNTY'S total liability shall not exceed said amount. The payment of all amounts hereunder is subject to final approval of the preliminarily budgeted amount, the availability of County funds and to HOSPICE'S compliance with the terms and conditions of this Agreement.
4. Payments. The parties hereto mutually agree that HOSPICE shall submit vouchers to THE COUNTY on or before the 25th day of each month during the contract term for review, approval and payment by THE COUNTY.
5. Responsibilities of HOSPICE: HOSPICE shall:
 - a. Use the budgeted, allocated and appropriated funds only to provide the services specified herein.
 - b. Insure that the staff hired by HOSPICE is qualified.
 - c. Insure that a good and sufficient fidelity bond covers all personnel handling money.
 - d. Comply with all requirements for identifying eligible recipients for receiving benefits, and render services in accordance with all established guidelines, rules or regulations, to the extent funds are made available.

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

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

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

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

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

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

6. County Responsibilities: THE COUNTY shall:

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

11. Termination. This Agreement may be terminated by either party, with or without cause, upon thirty (30) days written notification to the other party and subject to the settlement of all outstanding accounts within thirty (30) days of the date of termination.
12. General Provisions.
 - a. This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations. The parties acknowledge that there are no other agreements that have not been fully set forth herein.
 - b. This Agreement may be amended or modified only by the prior written consent of both parties.
 - c. If any provision or portion of this Agreement is held unconstitutional, invalid or otherwise unenforceable, THE COUNTY shall have the right at its sole option to declare the Agreement void and enter into negotiations with HOSPICE for a new Agreement.
 - d. Headings used in this Agreement are provided for the convenience of the parties and shall not be deemed or construed to affect the substance of the Agreement.
 - e. Failure by either party to enforce the terms of this Agreement shall not operate as a waiver of any future enforcement.
 - f. Notices required or permitted under this Agreement shall be delivered personally or deposited in the United States mail, postage prepaid, to the following addresses:

(1) In the case of THE COUNTY:

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

(2) In the case of HOSPICE:

Hospice of Sweetwater County
~~809 Thompson Street, Suite D~~ *333 Broadway, Suite 220*
Rock Springs, Wyoming 82901-7272

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

Dated this ____ day of _____ 2015.

BOARD OF COUNTY COMMISSIONERS FOR
SWEETWATER COUNTY, WYOMING

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

ATTEST:

Steven Dale Davis
Sweetwater County Clerk

Dated this 27 day of July 2015.

SWEETWATER COUNTY
HOSPICE.

By: *Annika L. Jelaca*

Title: *Executive Director*

ATTEST:

Sandy Mosbey
Title: *Office Manager*



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

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

WITNESSETH:

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

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

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

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Term. The term of this Agreement shall be from July 1, 2015 through June 30, 2016.
2. Services. FAMILY PLANNING agrees to provide the following services to residents of Sweetwater County, Wyoming:
 - a. Family planning outreach and referral services.
 - b. Comprehensive women's health care examinations and testing and treatment of sexually transmitted diseases.
 - c. Information about family planning to clients, resource agencies, and the community at large.
3. Funding. THE COUNTY has budgeted, appropriated, or otherwise made available up to a maximum amount of \$20,000.00 for FAMILY PLANNING expenses in providing the services identified in this Agreement. THE COUNTY'S total liability shall not exceed said

amount. The payment of all amounts hereunder is subject to final approval of the preliminarily budgeted amount, the availability of County funds and to FAMILY PLANNING'S compliance with the terms and conditions of this Agreement.

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

5. Responsibilities of FAMILY PLANNING: FAMILY PLANNING shall:

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

b. Insure that the staff hired by FAMILY PLANNING is qualified.

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

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

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

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

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

- h. Insure that a certified public accountant will conduct an annual independent financial and compliance audit and provide THE COUNTY with a copy of the audit.
 - i. Comply with all federal, state and local laws, rules and regulations applicable to FAMILY PLANNING with respect to the services provided pursuant to this Agreement.
 - j. Provide regular reports to THE COUNTY concerning the services provided and the funds expended pursuant to this Agreement.
6. County Responsibilities: THE COUNTY shall:
- a. Consult with and advise FAMILY PLANNING as necessary with respect to the completion of FAMILY PLANNING responsibilities under this Agreement.
 - b. Make regular payments to FAMILY PLANNING based on vouchers received from FAMILY PLANNING, up to the total maximum amounts allocated pursuant to this Agreement, subject to the budgeting, allocation and availability of funds and to FAMILY PLANNING'S compliance with the terms and conditions of this Agreement.
7. Indemnification. FAMILY PLANNING shall indemnify and hold harmless the THE COUNTY, its officials, officers, agents and employees from and against any and all liabilities, claims and demands and causes of action of any kind or character, including death, or damages of any nature whatsoever to any person or property, arising out of the acts or omissions of FAMILY PLANNING, its officers, agents, employees or other persons, in the performance or non-performance of this Agreement. This provision shall not be interpreted, construed or regarded either expressly or impliedly as creating a right of action for the benefit of or creating any obligation toward any third person by THE COUNTY.
8. County Immunity. THE COUNTY does not waive its sovereign immunity by entering into this Agreement and fully retains all immunities and defenses provided by law with regard to any claim or action based on this Agreement.
9. FAMILY PLANNING Status. FAMILY PLANNING represents that it is managed by its own independent board of trustees.

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

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

12. General Provisions.

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

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

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

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

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

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

(1) In the case of THE COUNTY:

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

(2) In the case of FAMILY PLANNING:

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

333 Broadway Suite 120

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

Dated this ____ day of _____ 2015.

BOARD OF COUNTY COMMISSIONERS
FOR SWEETWATER COUNTY,
WYOMING

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

ATTEST:

Steven Dale Davis
Sweetwater County Clerk

Dated this ____ day of _____ 2015.

WESTERN WYOMING
FAMILY PLANNING.

By: *Kathy Kumer*
Title: *Board President*

ATTEST:

Sherry Rabbick

Title: *Director*

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

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

WITNESSETH:

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

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

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

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Term. The term of this Agreement shall be from July 1, 2015 through June 30, 2016, and may, if not supplanted by a new Agreement, or terminated pursuant to the terms hereof, continue on a month-to-month basis for not more than three months thereafter.
2. Services. VIRS agrees to provide the following services to residents of Sweetwater County, Wyoming:
 - a. Respite Care: Provide in-home care to help meet the needs of families with handicapped or disabled family member enabling other family members to leave the

home temporarily.

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

3. Funding. THE COUNTY has budgeted, appropriated, or otherwise made available up to a maximum amount of \$124,000.00 for VIRS expenses in providing the services identified in this Agreement. THE COUNTY'S total liability shall not exceed said amount. The payment of all amounts hereunder is subject to final approval of the preliminarily budgeted amount, the availability of County funds and to VIRS'S compliance with the terms and conditions of this Agreement.

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

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

6. Responsibilities of VIRS: VIRS shall:

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

- i. Comply with all federal, state and local laws, rules and regulations applicable to VIRS with respect to the services provided pursuant to this Agreement.
 - j. Provide regular reports to THE COUNTY concerning the services provided and the funds expended pursuant to this Agreement.
7. County Responsibilities: THE COUNTY shall:
 - a. Consult with and advise VIRS as necessary with respect to the completion of VIRS responsibilities under this Agreement.
 - b. Make regular payments to VIRS based on vouchers received from VIRS, up to the total maximum amounts allocated pursuant to this Agreement, subject to the budgeting, allocation and availability of funds and to VIRS'S compliance with the terms and conditions of this Agreement.
8. Indemnification. VIRS shall indemnify and hold harmless the THE COUNTY, its officials, officers, agents and employees from and against any and all liabilities, claims and demands and causes of action of any kind or character, including death, or damages of any nature whatsoever to any person or property, arising out of the acts or omissions of VIRS, its officers, agents, employees or other persons, in the performance or non-performance of this Agreement. This provision shall not be interpreted, construed or regarded either expressly or impliedly as creating a right of action for the benefit of or creating any obligation toward any third person by THE COUNTY.
9. County Immunity. THE COUNTY does not waive its sovereign immunity by entering into this Agreement and fully retains all immunities and defenses provided by law with regard to any claim or action based on this Agreement.
10. VIRS Status. VIRS represents that it is managed by its own independent board of

trustees.

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

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

13. General Provisions.

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

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

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

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

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

f. Notices required or permitted under this Agreement shall be delivered

personally or deposited in the United States mail, postage prepaid, to the following addresses:

- (1) In the case of THE COUNTY:
Board of County Commissioners for Sweetwater County, Wyoming
80 West Flaming Gorge Way
Green River, Wyoming 82935-4250
- (2) In the case of VIRS:
Volunteer Information Referral Service
~~809 Thompson Street, Suit F~~ 333 Broadway Suite 210
Rock Springs, Wyoming 82901

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

Dated this _____ day of _____ 2015.

BOARD OF COUNTY COMMISSIONERS FOR SWEETWATER COUNTY, WYOMING

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

ATTEST:

Steven Dale Davis
Sweetwater County Clerk

Dated this 29 day of July _____ 2015.

VOLUNTEER INFORMATION REFERRAL SERVICE

By: Melissa Saulo
Title: Executive Director

ATTEST:

Title: _____

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

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

WITNESSETH:

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

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

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

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Term. The term of this Agreement shall be from July 1, 2015 through June 30, 2016, and may, if not supplanted by a new Agreement, or terminated pursuant to the terms hereof, continue on a month-to-month basis for not more than three months thereafter.
2. Services. YOUNG AT HEART agrees to provide the following services to residents of Sweetwater County, Wyoming:
 - a. Home delivered meals and special diets for seniors.
 - b. Adult home care and care management

- c. Certain health objectives, re: blood pressure cuffs, pulse oximeters, etc.
 - d. Activities for seniors.
3. Funding. THE COUNTY has budgeted, appropriated, or otherwise made available up to a maximum amount of \$310,000.00 for YOUNG AT HEART expenses in providing the services identified in this Agreement. THE COUNTY'S total liability shall not exceed said amount. The payment of all amounts hereunder is subject to final approval of the preliminarily budgeted amount, the availability of County funds and to YOUNG AT HEART'S compliance with the terms and conditions of this Agreement.
4. Furniture and Equipment. The parties mutually understand and agree that it may be necessary at times for YOUNG AT HEART to use allocated funds for the purchase of furniture and equipment to facilitate the provision of services hereunder. YOUNG AT HEART agrees that any furniture or equipment with a purchase price of Four Hundred Dollars (\$400.00) or more shall become the property of and be turned over to THE COUNTY in the event YOUNG AT HEART ceases to provide the services specified herein to residents of Sweetwater County or THE COUNTY ceases to provide funding to YOUNG AT HEART for said services. YOUNG AT HEART shall maintain said property in good condition and maintain sufficient property and casualty insurance on said property. The parties mutually agree that this provision shall survive the expiration of the term of this Agreement.
5. Payments. The parties hereto mutually agree that YOUNG AT HEART shall submit vouchers to THE COUNTY on or before the 25th day of each month during the contract term for review, approval and payment by THE COUNTY.
6. Responsibilities of YOUNG AT HEART: YOUNG AT HEART shall:
- a. Use the budgeted, allocated and appropriated funds only to provide the services specified herein.

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

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

7. County Responsibilities: THE COUNTY shall:

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

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

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

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

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

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

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

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

13. General Provisions.

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

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

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

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

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

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

(1) In the case of THE COUNTY:

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

(2) In the case of YOUNG AT HEART:

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

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

Dated this ____ day of _____ 2015.

BOARD OF COUNTY COMMISSIONERS FOR
SWEETWATER COUNTY, WYOMING

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

ATTEST:

Steven Dale Davis
Sweetwater County Clerk

Dated this ____ day of _____ 2015.

YOUNG AT HEART
SENIOR CITIZEN'S CENTER.

By: Kathy Brown

Title: Board Chairman

ATTEST:

Algerine Cox
Title: Executive Director

BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

Requested Meeting Date: 08/18/2015	Name & Title of Presenter: Sheriff Mike Lowell
Department or Organization: Sweetwater County Sheriff Office	Contact Phone & E-mail: 307/922/5316 santhuffp@sweet.wy.us
Exact Wording for Agenda: Resolution for Civil Process Fee Increase	Preference of Placement on Agenda & Amount of Time Requested for Presentation: 5 Min.
Will there be Handouts? (If yes, include with meeting request form) Yes	Will handouts require SIGNATURES: Yes
Additional Information:	

- 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.
-

RESOLUTION 15-08-SH-01

Service of Process Fees

WHEREAS, Sheriff Mike Lowell has requested an increase in Service of Process Fees, to adequately reflect the cost to the County for said service of process,

WHEREAS, Wyoming State Statute 18-3-608 allows for an increase to \$50 as follows:

- (a) For the serving of process according to the Wyoming Rules of Civil Procedure, each county sheriff shall receive from the party requesting service a single fee, to be determined and set by the board of county commissioners after a public hearing, paid in advance to be credited to the county general fund, not to exceed fifty dollars (\$50.00) for the first three (3) attempts at service at a different time and date for each attempt. Thereafter a fee not to exceed ten dollars (\$10.00) may be charged for each succeeding attempt. The court may waive the fees upon an adequate showing of indigence. Any fees waived may, pursuant to court order, be assessed and collected against any judgment rendered. Each county sheriff shall receive from the party for whom service is rendered in civil cases the following fees which shall be transmitted to the county treasurer to be credited to the county general fund and which shall be paid in advance if demanded by the sheriff from the party for whom the service is rendered,

BE IT THEREFORE RESOVED: The Service of Process Fees are hereby increased from \$35 to \$50 for the first three attempts at service and the subsequent service fee be increased from five dollars (\$5.00) to ten dollars (\$10.00) for each succeeding attempt effective Sept. 1, 2015.

Dated at Green River, Wyoming this 18th day of August, 2015.

ATTEST:

THE BOARD OF COUNTY COMMISSIONERS
OF SWEETWATER COUNTY, WYOMING

Wally J. Johnson, Chairman

John K. Kolb, Member

Don Van Matre, Member

Steven Dale Davis, County Clerk

Reid O. West, Member

Randal M. Wendling, Member

NOTICE OF PUBLIC HEARING
SWEETWATER COUNTY
INCREASE IN SERVICE OF PROCESS FEES

Notice is hereby given of a Public Hearing to increase Service of Process Fees from \$35.00 to \$50.00 for the first three attempts at service and from \$5.00 to \$10.00 for each succeeding attempt.

Said hearing will be held at the Sweetwater County Commissioner's meeting room in the County Courthouse in Green River, Wyoming on the 18th day of August 2015 at 8:30 A.M. At this time, any and all interested persons may appear and express their opinion regarding the increase in Service of Process Fees.

Dated at Green River, Wyoming this 7th day of August, 2015

Board of County Commissioners
Sweetwater County, Wyoming

(s) Wally J. Johnson, Chairman

Attest:

(s) Steven Dale Davis
County Clerk

Please advertise as a Legal Advertisement on August 11, 2015

BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

Requested Meeting Date: 8/18/2015	Name & Title of Presenter: Mike Lowell, Sheriff Garry McLean, HR Director
Department or Organization: Sheriff's Office Human Resources	Contact Phone & E-mail: 307-922-5301 307-872-3913
Exact Wording for Agenda: Request to restaff vacancy in Detention Center	Preference of Placement on Agenda & Amount of Time Requested for Presentation: 5 min.
Will there be Handouts? (If yes, include with meeting request form) yes	Will handouts require SIGNATURES: yes
Additional Information:	

- 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.

**Sweetwater County
Request to Restaff Vacant Position**

Board Meeting Date: 8/18/2015
Department: Sheriff's Office - Detention Center
Position: Control Room Worker
Vacancy Date: 8/15/2015
Reason for vacancy: Voluntary resignation
Department Request: To Restaff position immediately, in a full time capacity with full benefits
Anticipated Re-staff Date: 9/1/2015

Board Action	
Approved _____	Date: 8/18/2015
Denied _____	
Full time _____	# Hours (if part time)
Part time _____	Delay restaffing until (month)
Restaff immediately _____	

	Position	Hire Date	Monthly							Total cost of employment (salary + benefits)	Annual Cost of employment
			Salary	Retirement	Health Insurance	LTD	FICA	Workers Compensation	Total benefits		
Current costs for Detention Employee	Detention Control Worker (9 months Grade 9, step 2 rate of pay)	9/26/2014	\$ 2,936.33	\$ 488.02	\$ 1,228.50	\$ 10.57	\$ 224.63	\$ 42.87	\$ 1,994.59	\$ 4,950.92	\$ 59,171.02
Anticipated Costs to restaff Position Vacancy	Detention Control Worker (grade 9, step 1, * see notes below)	9/1/2015	\$ 2,850.87	\$ 475.81	\$ 1,635.84	\$ 10.26	\$ 218.09	\$ 41.62	\$ 2,379.63	\$ 5,230.50	\$ 62,766.02
Net Difference (savings)			\$ (85.46)	\$ (14.20)	\$ 407.34	\$ (0.31)	\$ (6.54)	\$ (1.25)	\$ 385.04	\$ 299.58	\$ 3,595.00

NOTES

Health Insurance: Anticipates Family health insurance coverage, for new employee, previous employee had Employee + more than 1 dependent Coverage.

Costs calculated using a re-staffing date of: 9/1/2015

Brenda Berg

Reviewed by HR Representative (signature)

Mike Land

Reviewed by Department Head/ Elected Official (signature)

Commission Chair (signature)

8/4/2015

Date:

8/4/2015

Date:

Date:

BOARD OF COUNTY COMMISSIONERS

MEETING REQUEST FORM

<p>Date Requested:</p> <p>August 18, 2015</p>	<p>Name & Title of Presenter:</p> <p>Krisena Marchal, Grants Manager</p>
<p>Department or Organization:</p> <p>Grants Admin</p>	<p>Contact Phone & E-mail:</p> <p>Krisena Marchal x3888 marchalk@sweet.wy.us</p>
<p>Exact Wording for Agenda:</p> <p>Acceptance of the Emergency Medical Services (EMS) Needs Assessment Grant Award</p>	<p>Preference of Placement on Agenda & Amount of Time Requested for Presentation:</p> <p>5 minutes</p>
<p>Will there be Handouts? (If yes, include with meeting request form)</p> <p>Yes</p>	<p>Will handouts require SIGNATURES:</p> <p>No</p>
<p>Additional Information:</p> <p>Please see executive summary on the next page for further information.</p> <p>REQUESTED ACTION:</p> <p>Motion to accept the Emergency Medical Services (EMS) Needs Assessment Grant Award.</p>	



Thomas O. Forslund, Director

Governor Matthew H. Mead

July 27, 2015

Ref: EMS-2015-198

Scott Kitchner
Chairman
Ambulance Board of Sweetwater County

Dear Mr. Kitchner:

Notice of Grant Award for Needs Assessment

I am pleased to inform you that a grant has been awarded to conduct an EMS Needs Assessment as stipulated under W.S. § 33-36-115, and the Rules and Regulations for Wyoming Emergency Medical Services, Chapter 12.

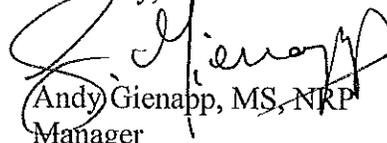
As a reminder, to receive the grant the applicant must submit local matching funds of \$5,000.00 within sixty (60) days of the receipt of this letter. Please remit the matching funds in the form of a check payable to the Wyoming Department of Health to the following address:

Attn: Andy Gienapp
Wyoming Office of EMS
6101 Yellowstone Rd.
Suite 400
Cheyenne, WY 82009

I will be contacting you in the very near future to discuss the initiation of the project, but should you have any questions or concerns arise, feel free to contact me at (307) 777-6020 or via email at: andy.gienapp@wyo.gov.

I look forward to working with you and Sweetwater County on this project.

Sincerely,



Andy Gienapp, MS, NRP
Manager
Office of EMS
Public Health Division
Wyoming Department of Health

BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

Requested Meeting Date: August 18, 2015	Name & Title of Presenter: Devon Brubaker Airport Manager
Department or Organization: Rock Springs Sweetwater County Airport	Contact Phone & E-mail: 307-352-6880 dbrubaker@rockspringsairport.co
Exact Wording for Agenda: Improve Runway 09/27 Safety Area; Grant Acceptance	Preference of Placement on Agenda & Amount of Time Requested for Presentation: Agenda Item 15 Minutes
Will there be Handouts? (If yes, include with meeting request form) Yes	Will handouts require SIGNATURES: Yes
Additional Information:	

- All requests to be added to the agenda will need to be submitted in writing on the "Meeting Request Form" by Wednesday at 12:00 p.m. prior to the scheduled meeting and returned in person or electronically to Clerk Sally Shoemaker at: shoemakers@sweet.wy.us
- 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.



U.S. Department
of Transportation
**Federal Aviation
Administration**

Northwest Mountain Region
Colorado, Idaho, Montana, Oregon,
Utah, Washington, Wyoming

Denver Airports District Office
26805 East 68th Avenue, Suite 224
Denver, Colorado 80249

Phone: (303) 342-1254
Fax: (303) 342-1260

August 10, 2015

The Honorable Carl Demshar
Mayor, City of Rock Springs
212 D Street
Rock Springs, Wyoming 82901

Mr. Wally Johnson, Chairman
Sweetwater County Board of Commissioners
80 West Flaming Gorge Way, Suite 109
Green River, Wyoming 82935

Mr. Larry Leavitt, Chairperson
Rock Springs-Sweetwater County Airport Board
P.O. Box 1987
Rock Springs, Wyoming 82901

Dear Mayor Demshar, Commissioner Johnson, and Mr. Leavitt,

We are enclosing four copies of the Grant Offer for Airport Improvement Program (AIP) Project No. 3-56-0025-034-2015 at the Rock Springs-Sweetwater County Airport. Please read this letter and the Grant Offer carefully.

To properly enter into this agreement, you must do the following:

- The governing body must execute the grant, along with your attorney's certification, by September 4, 2015, in order for the grant to be valid.
- No change may be made by you or your representative to the Grant Offer.
- The Sponsor's attorney must sign and date the grant agreement *after* the Sponsor.
- We ask that you return one executed copy of the Grant Offer. Please keep the other copies of the grant for your records.

Subject to the requirements in 49 CFR § 18.21, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System.

Please note Grant Condition No. 4 requires you to complete the project without undue delay. To ensure proper stewardship of Federal funds, **you are expected to submit payment requests for reimbursement of allowable incurred project expenses in accordance with project progress.** Should you fail to make draws on a regular basis, your grant may be placed in "inactive" status which will impact future grant offers.

Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- A signed/dated SF-270 (non-construction projects) or SF-271 or equivalent (construction projects) and SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open); and
- Quarterly Performance Reports is due within 30 days from the end of every quarter.

Once the project is completed and all costs are determined, we ask that you close the project without undue delay and submit the final closeout report documentation as required by FAA's Denver Airports District Office.

A copy of a "Single Audit Certification Form" is enclosed. Please complete and return a copy to our office with the executed Grant Agreement. Please make a copy for your files.

Jesse Lyman is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein. If you should have any questions, please contact Jesse Lyman at (303) 342-1262.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,



Christopher J. Schaffer
Acting Manager, Denver Airports District Office

Enclosures



U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

PART I – OFFER

Date of Offer	August 10, 2015
Airport/Planning Area	Rock Springs-Sweetwater County Airport
AIP Grant Number	3-56-0025-034-2015 (Contract No. DOT-FA15NM-1047)
DUNS Number	18-301-6310
TO:	City of Rock Springs and County of Sweetwater, Wyoming and the Rock Springs-Sweetwater County Airport Board (herein called the "Sponsor")
FROM:	The United States of America (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated May 13, 2015, for a grant of Federal funds for a project at or associated with the Rock Springs-Sweetwater County Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Rock Springs-Sweetwater County Airport (herein called the "Project") consisting of the following:

Improve Runway 09/27 Safety Area

which is more fully described in the Project Application.

NOW THEREFORE, according to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014 and revised on April 3, 2014, and the Sponsor's acceptance of this Offer, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 93.75 percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

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

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$700,000. For the purposes of any future grant amendments which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b), the following amounts are being specified for this purpose:
 - \$0 for planning
 - \$700,000 for airport development or noise program implementation
 - \$0 for land acquisition.
2. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
3. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
4. **Completing the Project Without Delay and In Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies and procedures of the Secretary. The Sponsor also agrees to comply with the assurances which are part of this agreement.
5. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
6. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before September 4, 2015, or such subsequent date as may be prescribed in writing by the FAA.
7. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
8. **United States Not Liable for Damage or Injury.** The United States is not be responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.
9. **System for Award Management (SAM) Registration And Universal Identifier.**
 - A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term.

Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).

B. Requirement for Data Universal Numbering System (DUNS) Numbers

1. The Sponsor must notify potential subrecipient that it cannot receive a contract unless it has provided its DUNS number to the Sponsor. A subrecipient means a consultant, contractor, or other entity that enters into an agreement with the Sponsor to provide services or other work to further this project, and is accountable to the Sponsor for the use of the Federal funds provided by the agreement, which may be provided through any legal agreement, including a contract.
2. The Sponsor may not make an award to a subrecipient unless the subrecipient has provided its DUNS number to the Sponsor.
3. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-492-0280) or the Internet (currently at <http://fedgov.dnb.com/webform>).

10. **Electronic Grant Payment(s)**. Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
11. **Informal Letter Amendment of AIP Projects**. If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter to the Sponsor unilaterally reducing the maximum obligation. The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. If the FAA determines that a change in the grant description is advantageous and in the best interests of the United States, the FAA can issue a letter to the Sponsor amending the grant description.
By issuing an Informal Letter Amendment, the FAA has changed the grant amount or grant description to the amount or description in the letter.
12. **Air and Water Quality**. The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this grant.
13. **Financial Reporting and Payment Requirements**. The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
14. **Buy American**. Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
15. **Maximum Obligation Increase for Primary Airports**. In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
 - A. may not be increased for a planning project;
 - B. may be increased by not more than 15 percent for development projects;
 - C. may be increased by not more than 15 percent for land project.
16. **Audits for Public Sponsors**. The Sponsor must provide for a Single Audit in accordance with 2 CFR Part 200. The Sponsor must submit the Single Audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. The Sponsor must also provide one copy of the completed 2 CFR Part 200 audit to the Airports District Office.
17. **Suspension or Debarment**. The Sponsor must inform the FAA when the Sponsor suspends or debar a contractor,

person, or entity.

18. Ban on Texting When Driving.

- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- B. The Sponsor must insert the substance of this clause on banning texting when driving in all subgrants, contracts and subcontracts

19. Trafficking In Persons.

- A. Prohibitions: The prohibitions against trafficking in persons (Prohibitions) that apply to any entity other than a State, local government, Indian tribe, or foreign public entity. This includes private Sponsors, public Sponsor employees, subrecipients of private or public Sponsors (private entity) are:
1. Engaging in severe forms of trafficking in persons during the period of time that the agreement is in effect;
 2. Procuring a commercial sex act during the period of time that the agreement is in effect; or
 3. Using forced labor in the performance of the agreement, including subcontracts or subagreements under the agreement.
- B. In addition to all other remedies for noncompliance that are available to the FAA, Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), allows the FAA to unilaterally terminate this agreement, without penalty, if a private entity –
1. Is determined to have violated the Prohibitions; or
 2. Has an employee who the FAA determines has violated the Prohibitions through conduct that is either—
 - a. Associated with performance under this agreement; or
 - b. Imputed to the Sponsor or subrecipient using 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 49 CFR Part 29.

20. Exhibit A Incorporated by Reference. The Exhibit "A" updated April 2015, filed with AIP Project 3-56-0025-027-2011, is incorporated herein by reference.

21. Co-Sponsor. The Co-Sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained therein and that the word "Sponsor" as used in the application and other assurances is deemed to include all co-sponsors.

22. Current FAA Advisory Circulars for AIP Projects: The sponsor will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the *Current FAA Advisory Circulars Required For Use In AIP Funded and PFC Approved Projects*, dated February 11, 2015, and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

23. Agency Agreement: The FAA, in tendering this Offer on behalf of the United States, recognizes the existence of an Agency relationship between the Sponsor, as principal, and the Wyoming Department of Transportation, Division of Aeronautics,, as agent. The Sponsor agrees that it will not amend, modify, or terminate said Agency Agreement without prior written approval of the FAA or its designated representative.

24. **Final Project Documentation:** The Sponsor understands and agrees that in accordance with 49 USC 47111, and the Airport District Office's concurrence, that no payments totaling more than 97.5 percent of United States Government's share of the project's estimated allowable cost may be made before the project is determined to be satisfactorily completed. Satisfactorily complete means the following: (1) The project results in a complete, usable unit of work as defined in the grant agreement; and (2) The sponsor submits necessary documents showing that the project is substantially complete per the contract requirements, or has a plan (that FAA agrees with) that addresses all elements contained on the punch list.
25. **AGIS Requirements:** Airports GIS requirements, as specified in Advisory Circular 150/5300-18, apply to the project included in this grant offer. Final construction as-built information or planning deliverables must be collected according to these specifications and submitted to the FAA. The submittal must be reviewed and accepted by the FAA before the grant can be administratively closed.

#

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

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION



(Signature)

Christopher J. Schaffer

(Typed Name)

Acting Manager, Denver Airports District Office

(Title)

PART II - ACCEPTANCE

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

I declare under penalty of perjury that the foregoing is true and correct.¹

Executed this _____ day of _____, 2015.

CITY OF ROCK SPRINGS, WYOMING

(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)

By:

(Printed Name of Sponsor's Designated Official Representative)

Title:

(Title of Sponsor's Designated Official Representative)

CERTIFICATE OF SPONSOR'S ATTORNEY

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

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

Dated at _____ this _____ day of _____, 2015.

By _____
(Signature of Sponsor's Attorney)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

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

I declare under penalty of perjury that the foregoing is true and correct.²

Executed this _____ day of _____, 2015.

COUNTY OF SWEETWATER, WYOMING

(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)

By:

(Printed Name of Sponsor's Designated Official Representative)

Title:

(Title of Sponsor's Designated Official Representative)

CERTIFICATE OF SPONSOR'S ATTORNEY

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

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

Dated at _____ this _____ day of _____, 2015.

By _____

(Signature of Sponsor's Attorney)

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

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

I declare under penalty of perjury that the foregoing is true and correct.³

Executed this _____ day of _____, 2015.

ROCK SPRINGS-SWEETWATER COUNTY AIRPORT BOARD

(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)

By:

(Printed Name of Sponsor's Designated Official Representative)

Title:

(Title of Sponsor's Designated Official Representative)

CERTIFICATE OF SPONSOR'S ATTORNEY

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

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

Dated at _____ this _____ day of _____, 2015.

By _____

(Signature of Sponsor's Attorney)

³ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.



**FAA
Airports**

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

Updated: 2/11/2015

View the most current versions of these ACs and any associated changes at:
http://www.faa.gov/airports/resources/advisory_circulars

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

NUMBER	TITLE
150/5320-15A	Management of Airport Industrial Waste
150/5235-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30H	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retro reflective Markers
150/5345-42G	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43G	Specification for Obstruction Lighting Equipment
150/5345-44J	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46D	Specification for Runway and Taxiway Light Fixtures

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 3/7/2014

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

BOARD OF COUNTY COMMISSIONERS

MEETING REQUEST FORM

Requested Meeting Date: August 18, 2015	Name & Title of Presenter: Marty Dernovich, Purchasing Manager
Department or Organization: Purchasing Department	Contact Phone & E-mail: 307-922-5435 dernovichm@sweet.wy.us
Exact Wording for Agenda: Surplus Vehicle and Equipment Sale/Exchange	Preference of Placement on Agenda & Amount of Time Requested for Presentation: Morning 15 minutes
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.

- Marty Dernovich, Manager
(307) 922-5435
- Marilyn "Mel" Nomis, Senior Buyer
(307) 922-5436
- Erin Wyant, Inventory Warehouse Controller
(307) 922-5437

50140 A US HWY 191 S • Rock Springs, WY 82901
Main (307)922-5434 • Fax (307)872-6469

MEMORADIUM

TO: Sweetwater County Commissioners
FROM: Purchasing Department, Marty Dernovich *MD*
Date: August 12, 2015
Subject: Surplus Vehicle and Equipment Sale

The Purchasing Office has prepared the sale list of surplus vehicles and equipment for public sale. In the past the county has exchanged vehicles with other county agencies. These agencies make their request through the purchasing office with a written letter or by phone call, and are placed on a list. This allows this office along with the vehicle maintenance shop to evaluate and supply the surplus vehicles to those agencies that have a need for a vehicle.

At this time we have received three requests for vehicles from the following three agencies, Southwest Counseling, Rock Springs-Sweetwater County Airport and the Town of Superior.

The attached list provides you with the vehicles that are available for public sale/ exchange/donate. The vehicles that are in the best condition per the County's Vehicle Maintenance Staff are highlighted in yellow.

The Purchasing Office is requesting direction from the Commissioners as to their decision to allow for the exchange/donation of the vehicles and approval to advertise for public sale.



ROCK SPRINGS - SWEETWATER COUNTY

A I R P O R T

June 26, 2015

Marty Dernovich
Purchasing Manager
Sweetwater County
80 West Flaming Gorge Way
Green River, WY 82935

Dear Ms. Dernovich:

It has come to the airport's attention that Sweetwater County is in the process of surplusing some equipment that may be useful to the Rock Springs Sweetwater County Airport. More specifically, the equipment that the airport would be interested in is a pick-up truck or sport utility vehicle.

We currently operate two pick-up trucks, one of which has become very unreliable for our operations. This unit is 1999 Dodge Ram and at times, has stalled in the middle of our runways or out on our perimeter roads causing our staff to have to walk back to our facilities to get another truck. This poses significant safety hazards to aircraft and our staff, and could create customer service issues when our staff is unable to respond to customer requests in a timely manner.

We have worked to fix this truck, however the cost of doing so continues to increase. Therefore, the Rock Springs Sweetwater County Airport requests that the County allow us to transfer one of these surplus vehicles to our fleet in an effort to reduce our operating costs, increase safety, and increase customer service.

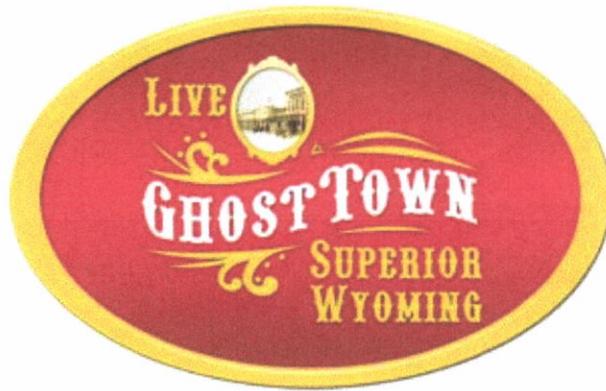
Should you have any concerns, please contact me at your convenience. I can be reached at dbrubaker@rockspringsairport.com or (307) 705-7223.

Sincerely,



Devon Brubaker, A.A.E.
Airport Manager





P.O. Box 40
Superior, WY 82945
362-8173 ph/fax
superiorwyoming.net

April 30, 2015

Ms. Marty Dernovich
Sweetwater County Purchasing Dept.
50140 Highway 191 South A
Rock Springs, WY 82901

Dear Ms. Dernovich;

This letter is to request that the Town of Superior be considered for any surplus trucks the County may have this year. The Town of Superior is a small town with limited resources and would greatly appreciate any help you could provide. The town is currently in dire need of a truck for our parks personnel. We appreciate your consideration to this request.

Respectfully,

Rhonda "Roe" Miller
Mayor

VEHICLE SALE / TRADE 2015

#	Year	Make	Model	Color	Odometer	Vin #	CONDITION	TITLE	Tag #	Department
1	1995	Ford	Bronco	Tan/Brown	133,398	1FMEU15H8SLA72334	Runs	04-0758875	009793	SWC #30
2		Ford	E450 Bus			1FDXE45S45HB44219				STAR TRANSIT
3		Ford	E450 Bus			1FD4E45S18DA05485				STAR TRANSIT
4		Ford	E450 Bus			1FDXE45S25HB44218				STAR TRANSIT
5	2003	Dodge	Durango	White	123,438	1D4HS38N73F580088	Runs, No Cool/Hot Air Flat Tire	04-0602682	120943	Assessor #3
6	1999	Dodge	2500 Ram Truck	White	162,984	3B7KF2266XG131220	Transmission Out	04-0627651	121199	SWC #30
7	2009	Dodge	2500 Ram Truck	White	154,107	3D7KS28T29G528652	Runs, Dead Battery, No Bed	04-0710542	142711	Sheriff #13
8	1996	Buick	Century	Red	71,019	1G4AG55M1T6438340	Runs	04-0761808	122049	SWC #30
9	1999	Ford	Van	Silver	157,288	1FBSS31L6XHB81067	Runs	04-0567704		SWC #30
10	2003	Ford	Expedition	Gray	143,293	1FMPU16L93LA28212	Engine Problems	04-0499080	121423	Sheriff #14
11	2009	Chevy	Silverado	White	209,488	3GCEK13M39G178658	Engine Problems	04-0711211	142712	Fire #35
12	1990	Ford	Van	White/Yellow	62,176	1FBJS31H6LHA77325	Dent, Exhaust smell in Cabin	04-0552542	122214	Fire #35
13	2005	Dodge	1500 Ram Truck	White	140,780	1D7HU18D15S156943	Runs, DEAD BATTERY, NO TAIL GATE	04-0627313	123762	Sheriff #14
14	2004	GMC	Yukon	White	148,213	1GKFK16Z44J206409	Runs	04-0612330	6857	Coroner #34
15	2006	Chevy	Suburban	White	107,845	3GNGK26G06G223174	Runs burns oil	04-0653745	006860	Coroner #34
16	2009	Chevy	Silverado	White	139,192	3GCEK13MX9G178852	Transfer Case & Transmission Out	04-0711213	142714	Sheriff #14
17	2002	Dodge	2500 Truck		102,492	3B7KF23682M214785	Runs	04-0575957	122756	R&B #23
18	2000	Dodge	3500 Truck		128,754	3B6MF3661YM213114	Runs	04-0545716	121276	R&B #23
19	2008	Ford	F250 Truck		125,941	1FTSX21RX8EC99699	Runs	04-0691685	143595	R&B #23
20	2009	Ford	F250 Truck		118,783	1FTSX21R29EA19744	Runs	04-0709162	142576	R&B #23

BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

Requested Meeting Date: August 18, 2015	Name & Title of Presenter: Eric Bingham, Land Use Director
Department or Organization: Land Use Department	Contact Phone & E-mail: 872-3916
Exact Wording for Agenda: Partial release of Escrow Funds for Washam Creek Subdivision	Preference of Placement on Agenda & Amount of Time Requested for Presentation: Morning - 5 minutes
Will there be Handouts? (If yes, include with meeting request form) Yes	Will handouts require SIGNATURES: No
Additional Information: An Escrow Account is in place for the construction of the Washam Creek Subdivision to guarantee improvements. At this time Public Works Director John Radosevich has recommended Initial Acceptance of Washam Creek Subdivision and to release \$48, 094.68 of escrow funds. The amount to remain in Escrow is \$8, 407.81 for the one year warranty period.	

- 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.
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- No handout will be received during a meeting in session.

SWEETWATER

C·O·U·N·T·Y

TO: Sweetwater County Board of Commissioners
FROM: Steve Horton, Land Use Department *Steve Horton*
DATE: July 29, 2015
SUBJECT: Partial Release of Escrow Funds for Washam Creek Subdivision

An Escrow Account in the amount of \$56,505.49 remains in place for subdivision improvements for Washam Creek Subdivision. The Escrow Account is with:

Bank of Utah
2605 Washington Blvd
Ogden, UT 84404
Attn: Fawn Robinson
(801) 409-5000

At this time, Sweetwater County Public Works Director John Radosevich has recommended Initial Acceptance of Washam Creek Subdivision. The amount to be released is \$48,097.68.

The amount to remain in Escrow for the One Year Warranty Period is \$8,407.81.

This is the second request for release of Escrow Funds.

Staff recommends approval for the release of \$48,097.68 of the Escrow Funds for Washam Creek Subdivision. The amount to remain in Escrow is \$8,407.81.

BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

Requested Meeting Date: August 18, 2015	Name & Title of Presenter: Andy P. Hooten, E.I.T
Department or Organization: William H. Smith & Associates	Contact Phone & E-mail: 307.362.6065 ahooten@whsmithpc.com
Exact Wording for Agenda: Request for County Maintenance of Mountain High Estates Subdivision Road - High Legacy Lane	Preference of Placement on Agenda & Amount of Time Requested for Presentation: Morning 10 Minutes
Will there be Handouts? (If yes, include with meeting request form) Preliminary Plat & Letter	Will handouts require SIGNATURES: Yes - Letter of acceptance for Chairman to sign.
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.*****
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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.
- 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: Andy Hooten <ahooten@whsmithpc.com>
Sent: Thursday, August 06, 2015 2:37 PM
To: Sally Shoemaker
Cc: Cindy Sheehan - Planning and Zoning; sarnoldi@whsmithpc.com; Misty Bomba
Subject: Board of County Commissioners Meeting Request
Attachments: BCC Request for Maintenance of High Legacy Lane.pdf; Mountain High Estates - Letter from BCC to Maintain High Legacy Lane.pdf; BOMBA_SUBDIVISION_PRELIM_07_21_15.pdf

Sally,

William H. Smith, on behalf of Misty Bomba, would like to request a 10 minute slot for the August 18th meeting. The following items are attached:

- Meeting Request Form
- Acceptance Letter
- Preliminary Plat (24"x36")

Please let me know if you need any additional information or if the letter needs different wording.

Thank You,



Andy Hooten, E.I.T.

Staff Engineer
William H. Smith and Associates, Inc.
404 N. Street, Suite 201
Rock Springs, WY 82901
307-362-6065 W
307-780-6190 M
ahooten@whsmithpc.com

BOARD OF COUNTY COMMISSIONERS



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

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

August 18, 2015

Ms. Misty D. Bomba
1922 Coral Street
Rock Springs, WY 82901

RE: County Maintenance of Mountain High Estates Subdivision Road

Dear Ms. Bomba,

By this letter, the Sweetwater County Board of County Commissioners agreed on August 18, 2015 to maintain High Legacy Lane which is being developed for the Mountain High Estates Subdivision.

The following conditions must be met in order for the County to maintain these roads:

1. The Final Plat of the Mountain High Estates Subdivision must be approved by the Board.
2. The Final Plat of the Mountain High Estates Subdivision must be filed with the Sweetwater County Clerk.
3. The roads in the subdivision must be built according to the Sweetwater County Subdivision Regulations or to variances approved by the Board of County Commissioners.
4. The roads in the subdivision must have final acceptance of the subdivision improvements and acceptance of maintenance of the roadway by Sweetwater County by Resolution.

By this letter and upon the above conditions, Sweetwater County agrees to maintain the roads in the Mountain High Estates Subdivision.

Sincerely,

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



PRELIMINARY PLAT MOUNTAIN HIGH ESTATES

LOCATED IN ALL OF THE SW1/4 OF THE SE1/4
SECTION 33, RESURVEY TOWNSHIP 20 NORTH, RANGE 105 WEST, 6TH PRINCIPAL MERIDIAN
SWEETWATER COUNTY, WYOMING



CHOICE ENGINEERING SERVICES
SURVEYOR: DAVID A. FEHRINGER
441 N. Street, Suite 201 | Rock Springs, WY 82901
Phone: 307.862.6668 | Fax: 307.862.6664

REVISOR: 07-21-13
REVISED: 04-24-15

PRELIMINARY PLAT
MOUNTAIN HIGH ESTATES
MISTY D. BOMBA - LAND OWNER & SUBDIVIDER
1922 CORAL - ROCK SPRINGS, WY 82901

PROJECT NUMBER
14-26

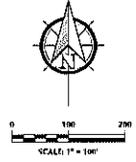
DATE
September 9, 2014

DRAWN BY
KEITH KOLAR

SHEET TITLE
PRELIMINARY PLAT

SHEET NUMBER
C1.1

- BOUNDARY COMMENTS**
- DAVID A. FEHRINGER, PROFESSIONAL ENGINEER (CIVIL) & LAND SURVEYOR, WYOMING REGISTRATION NUMBER 10372
 - ALL LABLED ON THIS PRELIMINARY PLAT
 - LOT CORNER TO BE SET
 - DAVID A. FEHRINGER, PROFESSIONAL ENGINEER (CIVIL) & LAND SURVEYOR, WYOMING REGISTRATION NUMBER 10372
- MOUNTAIN HIGH ESTATES - ACRFACE TABLE**
- | | |
|----------------------------|-------------|
| TOTAL LAND AREA | 46.08 ACRES |
| LOT 1 | 8.96 ACRES |
| LOT 2 | 8.16 ACRES |
| LOT 3 | 9.71 ACRES |
| LOT 4 | 16.27 ACRES |
| DEDICATED AS COUNTY R.O.W. | 2.40 ACRES |



OWNER INFORMATION

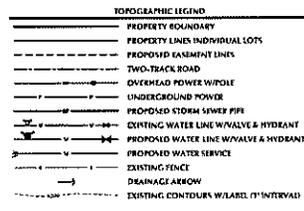
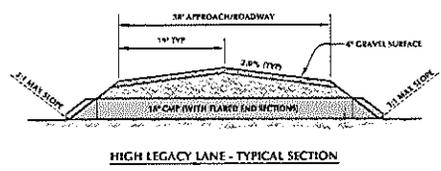
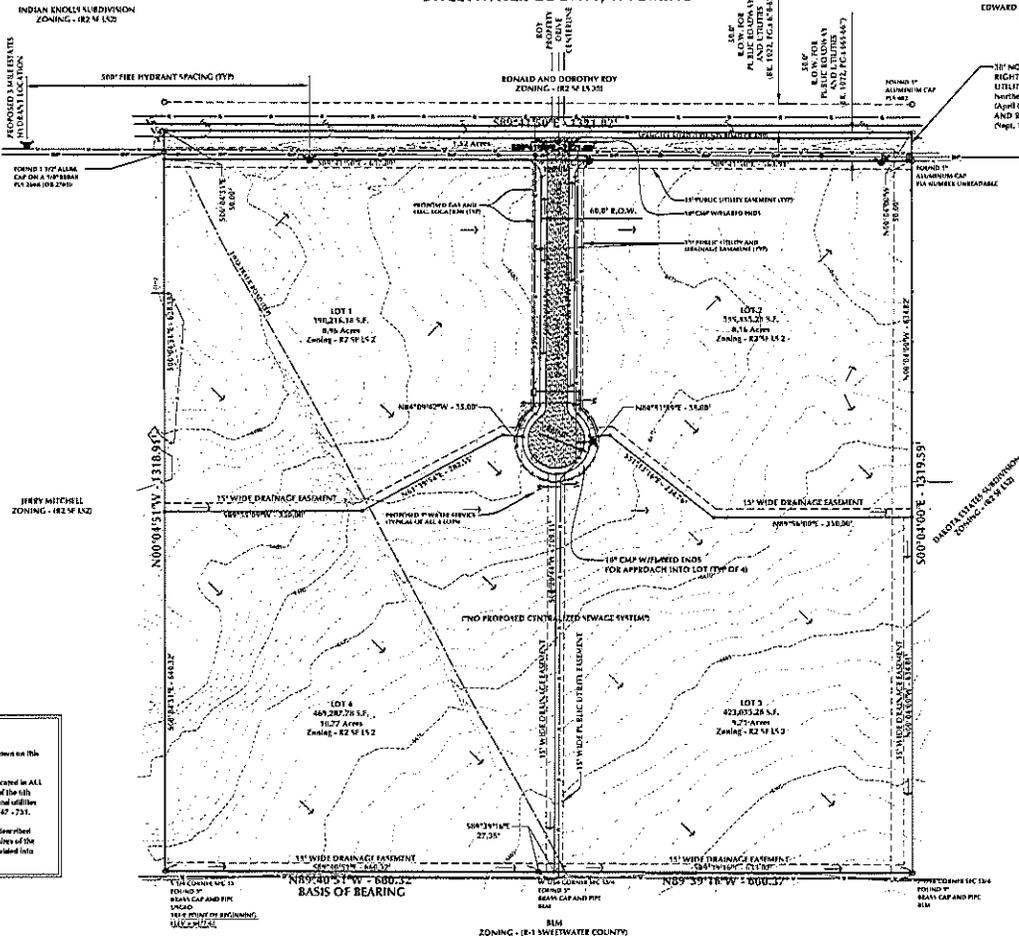
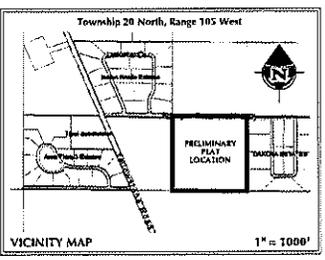
MISTY D. BOMBA
1922 CORAL
Rock Springs, Wyoming, 82901
CONTACT: MISTY D. BOMBA
(307) 389-4518

LEGAL DESCRIPTION

That MISTY D. BOMBA, being the owner, proprietor, or party of interest in the land shown on this Preliminary plat, does hereby certify:

That the foregoing Preliminary plat developed on the MOUNTAIN HIGH ESTATES is located in ALL of the Southwest 1/4 of the Southeast 1/4 of Section 33, Resurvey T. 20 N., R. 105 W. of the 6th P.M., Sweetwater County, Wyoming, together with a non-exclusive right for roadways and utilities within easement reserved in Deed recorded September 16, 1993, in Book 842, Page 747-751.

and contains a total area of 46.08 acres, more or less, and that this subdivision, as it is described and as it appears on this plat, is made with the free consent and in accordance with desires of the subdividing owners and proprietors, and that this is a correct plat of the area as it is divided into lots.



- 1. SOILS:** AS INDICATED BY THE AEC'S, THE SOIL TYPES FOR THIS AREA INCLUDE "LEECMAN-TRACON" COMPLEX, 8-10 PERCENT SLOPES AND "EAGLEHUGLINGTON-PETAL COMPLEX, 3-8 PERCENT SLOPES."
- 2. WATER:** THE WATER SYSTEM WILL BE PROVIDED BY THE 10 MILE WATER & SEWER DISTRICT. 10 MILE WATER & SEWER DISTRICT WILL OWN AND OPERATE THE WATER SYSTEM.
- 3. SANITARY:** TWO PROPOSED CENTRALIZED SEWERAGE SYSTEM SPWAGE TREATMENT BY INDIVIDUAL SEPTIC TANK AND LEACH FIELD. PERMIT FROM SWEETWATER COUNTY HEALTH WILL BE REQUIRED.
- 4. CITY LIMIT:** THIS SUBDIVISION IS NOT LOCATED WITHIN (5) MILE OF AN INCORPORATED CITY LIMIT.
- 5. DRAINAGE:** DEVELOPED DRAINAGE WILL NOT ADVERSELY AFFECT ADJACENT PROPERTIES. MAINTENANCE OF DRAINAGE EASEMENTS ON LOTS ARE THE SOLE RESPONSIBILITY OF THE INDIVIDUAL LOT OWNER. LOT OWNERS ARE PROHIBITED FROM ALTERING OR OBSTRUCTING DRAINAGEWAYS.
- 6. PHASING:** NO PHASING OF DEVELOPMENT WITHIN THIS SUBDIVISION.
- 7. ACRES:** THIS SUBDIVISION CONTAINS 46.08 ACRES, WITH 2.40 ACRES DEDICATED AS COUNTY R.O.W.
- 8. UTILITIES:** ALL UTILITIES SHOWN ON THIS MAP ARE SHOWN TO THE BEST OF OUR KNOWLEDGE AND BELIEF. THESE LOCATIONS WERE SURVEYED IN THE FIELD AND ALSO TAKEN FROM LEGAL DESCRIPTIONS FOR EASEMENTS. A UTILITY ONE CALL MUST BE OBTAINED PRIOR TO ANY IMPROVEMENTS MADE WITHIN THIS SUBDIVISION.
- 9. WATER RIGHTS:** NO WATER RIGHTS ARE CONVEYED WITH THIS PROPERTY.
- 10. BUILDING SETBACKS:** FRONT = 25'
REAR = 25'
SIDE = 10'
- 11. ACCESS:** ACCESS FOR LOTS 1 & 2 WILL NOT BE ALLOWED FROM SPANGLER ROAD COUNTY ROAD 434.
- 12. FLOOD PLAIN:** ACCORDING TO FEMA PANEL NO. 58102D004A, THIS SUBDIVISION IS LOCATED OUTSIDE OF THE 100 YEAR AND 500 YEAR FLOOD ZONES.
- 13. ROADWAY:** HIGH LEGACY LANE WILL BE A DEDICATED COUNTY ROAD.
- 14. MAIL DELIVERY:** NO MAIL BOX DELIVERER WILL BE INITIALIZED FOR THIS SUBDIVISION. LOT OWNERS WILL BE RESPONSIBLE FOR OBTAINING A PO BOX AT THE POST OFFICE.
- 15. EFTS IN FIELDS:** EFTS IN USE OF WILL BE PAID INSTEAD OF LAND DEDICATION.

CURVE	LENGTH	RAIUS	DELTA	CHORD B	CHORD L
C1	17.91'	26.06'	83.71°00'	8.24°00'	17.12'
C2	27.89'	46.16'	43.63°29'	5.22°33'00"	26.73'
C3	190.86'	481.00'	93.29°55'	62°14'29"	84.33'
C4	190.86'	481.00'	93.29°55'	62°14'29"	84.33'
C5	47.16'	481.00'	83.90°27'	10°29'10"	46.72'
C6	37.91'	26.06'	93.71°00'	8.24°00'	37.42'
C7	47.16'	481.00'	83.90°27'	10°29'10"	46.43'
C8	47.16'	481.00'	83.90°27'	10°29'10"	43.44'

BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

Requested Meeting Date: August 18, 2015	Name & Title of Presenter: Shawn & Amber Muir Fairway Estates Drainage Issues
Department or Organization:	Contact Phone & E-mail: 307-922-2345 asmuir@hotmail.com
Exact Wording for Agenda: Fairway Estates Drainage Issues	Preference of Placement on Agenda & Amount of Time Requested for Presentation: 20-30 Minutes and As soon as possible
Will there be Handouts? (If yes, include with meeting request form) Yes-7	Will handouts require SIGNATURES: NO
Additional Information: Drainage Issues	

- 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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- No handout will be received during a meeting in session.

Daniel E. Erramouspe
SWEETWATER COUNTY & PROSECUTING ATTORNEY

*80 West Flaming Gorge Way, Suite 21
Green River, WY 82935
(307) 872-3830 ~ FAX (307) 872-3990*



*731 "C" Street, Suite 500
Rock Springs, WY 82901
(307) 922-5260 ~ FAX (307) 922-5491*

August 12, 2015

Shawn and Amber Muir
11 Long Dr.
Rock Springs, WY 82901

Re: Your E-mail Request for Information.

Dear Mr. and Mrs. Muir:

I have been asked by Eric Bingham to respond to your e-mail dated July 14, 2015 regarding the situation involving the drainage from the lot on #4 Birdie Ct. I have visited with Eric Bingham, Jim Zimmerman and John Radosevich. I have also spoken to Commissioner Randal Wendling and reviewed correspondence you sent to Commissioner Wendling.

Eric and Jim reported to me that when they were contacted by you in the summer of 2014 they did go to your property to view the situation. They also report that they, at that time, determined that this was a civil matter between you and Gary Gard. Therefore they did not file the complaint with the land use office. No complaint like the one you sent in the e-mail to Commissioner Wendling was in their files regarding this matter. It remains the County's position that this is a civil matter between you and Mr. Gard.

Eric and Jim did, however, as a courtesy in order to try to have this matter resolved between the parties, offer to talk to Mr. Gard. In doing so they told him that it was in his best interest to resolve the issue with you. They did suggest that you had indicated a retaining wall was needed. Eric and Jim did not tell Mr. Gard that the County required a retaining wall but rather suggested to Mr. Gard that he resolve the matter with you.

Mr. Gard indicated that he had another way to resolve the issue. Before Mr. Gard built the house on Birdie Court he did, as required by the County subdivision regulations, have a drainage plan prepared by a licensed engineer. We did not know nor do we now know if the drainage plan was adhered to when the house was built. The County has not adopted the International Building Code nor does it have building inspectors to enforce building regulations of any kind. After Eric and Jim spoke to Mr. Gard he did take action on the lot and this was verified by Eric and Jim. Jim sent you an e-mail on September 8, 2014 which forwarded an e-

*Chief Deputy
Teresa Thybo*

*James P. Schermetzler
Damon DeBernardi
Lauren Radakovich
Kristi L. Campbell*

*Gary Redente
Lora Cooper
Robert J. Reese*

mail sent to Jim by Mr. Gard indicating the action he had taken. Jim indicated that he hoped this "did the trick" and asked you to keep him posted.

He did not hear from you until after the storms of a couple of weeks ago. Again at that time no complaint was filed because the Land Use Department had determined that this was not a matter that the County could enforce and it was strictly a matter of a dispute between private land owners. This determination was confirmed and agreed to by the County Attorney's office both in the summer of 2014 and recently.

You also inquired about the situation involving a drainage issue in the same subdivision involving Amundsen Construction. I spoke to John Radosevich about that and he indicated to me that in that case he spoke to Mr. Amundsen about the complaint he had received regarding drainage. In doing so John likewise did not tell Mr. Amundsen that the County required him to build a retaining wall. He just explained the situation and urged him to resolve the issue with the other owner. Mr. Amundsen chose to build the retaining wall. John also pointed out to me that the situation there was quite a bit different since Mr. Amundsen had actually built patios into the drainage ditch easement and the slope involved there was considerably greater than in the case involving you and Mr. Gard. There was not sufficient area there to allow a V ditch to be effective.

You also asked about the drainage ditch to the West of Mr. Gard's property. The responsibility for that drainage system is also a private matter between the affected property owners.

In summary, this is a civil matter and must be solved between you and Mr. Gard.

Sincerely,

James P. Schermetzler
Deputy County and Prosecuting Attorney

Jim Zimmerman
Eric Bingham
John Radosevich
Commissioner Randall Wendling

Section 18. Nuisance Regulations

A. General

1. A site, property, tract, lot, building grounds, building, area or other property may be declared a nuisance by the Board of Sweetwater County Commissioners in conformance with Wyoming State Statutes 18-2-101(a)(viii) and 18-2-115 if a nuisance, as listed in Section B.3 of this Article exists on said site, property, tract, lot, building grounds, area or other property.

2. It shall be unlawful for any person to maintain or permit the existence of any nuisance upon property within the boundaries of the unincorporated areas of Sweetwater County, Wyoming.

3. The following standards are hereby declared by the Board for establishing when a site is a nuisance:

f. diverting of runoff and drainage or causing standing water in a manner that adversely affects neighboring properties;

D. Enforcement

1. The Board of County Commissioners shall delegate its authority to declare a property to be a nuisance to one or more Sweetwater County Nuisance Officers. It shall be the duty of a Sweetwater County Nuisance Officer to issue orders on behalf of the Board of County Commissioners declaring properties to be nuisances when it reasonably appears from application of the standards established in Section B above that nuisances exist.

2. Written notice shall be provided with the order declaring the property to be a nuisance. Said written notice shall comply with the requirements of W.S. §18-2-115(b) and shall be filed, served and posted as provided in W.S. §18-2-115(b). Procedure for an owner or occupant to deny the existence of any of the allegations of the nuisance order shall be as provided in W.S. §18-2-115(c), and court proceedings on the order and answer shall be as provided in W.S. §18-2-115 (c) and (d). Appeals from the judgment or final order of the district court shall be taken as provided in W.S. §18-2-115(e).

3. W.S. §18-2-101 (a)(viii) provides the following enforcement measures and civil penalties for failure to comply with a final order:

No person shall create, continue or permit nuisances to exist in violation of a final order issued pursuant to W.S. 18-2-115. Any resolution passed by a Board of County Commissioners pursuant to this paragraph is enforceable, in addition to other remedies provided by law, by injunction, mandamus or abatement. **Whoever fails to comply with a final order shall be assessed a civil penalty of up to \$100.00 per day for each day the violation continues.** No resolution issued pursuant to this paragraph shall regulate any permitted industrial facility or oil and gas or mining operations necessary to the extraction, production or exploration of mineral resources. Nothing in this paragraph shall be construed to impair or modify any rights afforded to farm or ranch operations pursuant to the Wyoming Right to Farm and Ranch Act. (*Emphasis added.*)

4. For ease of reference, W.S. § 18-2-115, in its entirety, provides as follows:

18-2-115.Nuisance abatement; procedures.

(a) A board of county commissioners shall, by resolution, establish standards for determining when a site may be declared a nuisance under W.S. 18-2-101(a)(viii).

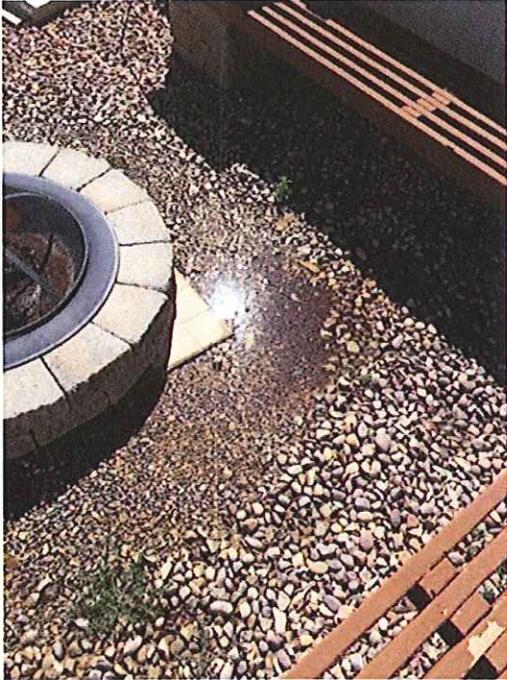
(b) A board of county commissioners may issue an order declaring a property to be a nuisance under W.S. 18-2-101(a)(viii) and shall provide written notice to the owner or occupant of the property describing with specificity the nature of the nuisance and the steps required for abatement. The order shall be in writing, shall state the grounds for the order and shall be filed in the office of the clerk of the district court of the county in which the property is situated. A copy of the order shall be served in accordance with the Wyoming Rules of Civil Procedure upon the owner or occupant with a written notice that the order has been filed and shall remain in force, unless the owner or occupant files his objections or answer with the clerk of the district court within 20 days. A copy of the order shall be posted in a conspicuous place upon the property.

(c) Within 20 days of service of an order issued under subsection (b) of this section, the owner or occupant may file with the clerk of the district court and serve upon the board of county commissioners issuing the order, an answer denying the existence of any of the allegations in the order. If no answer is filed and served, the order shall become a final order declaring the site a nuisance and fix a time when the order shall be enforced. If an answer is filed and served, the court shall hear and determine the issues raised as set forth in subsection (d) of this section.

(d) The court shall hold a hearing within 20 days from the date of the filing of the answer. If the court sustains all or any part of the order, the court shall issue a final order and fix a time within which all or any part of the final order shall be enforced.

(e) An appeal from the judgment or final order of the district court may be taken by any party to the proceeding in accordance with the Wyoming Rules of Appellate Procedure.

Muir's Property Water Issues 2014



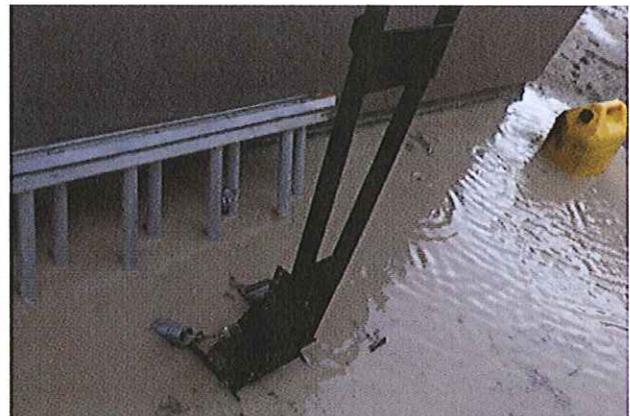
The Grass shows that all of the water Slopes toward our house. All of the water is collecting on this corner of Gard's Property which comes directly toward our house. The boat, and trailer are all tipped backward showing the lay of the land is directed to the back of his property and then comes directly into our backyard. Take special note of the almost 8 inches of water at the back of the picture.

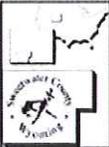


Muir's Property Water Issues 2015



Otherside of Fence: Gard's Property



	Nuisance Complaint Form	
	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: _____ PID: 04- _____ Zoning: _____ Complaint Taken By: _____ <input type="checkbox"/> Phone <input type="checkbox"/> Email <input type="checkbox"/> In Person <input type="checkbox"/> Mail

Type of Complaint

- | | |
|---|--|
| <input type="checkbox"/> Inoperative Vehicles
<input type="checkbox"/> Dilapidated Structures
<input type="checkbox"/> Unsanitary or Unhealthy Structure
<input type="checkbox"/> Excessive Animal Waste Products
<input type="checkbox"/> Decayed Animal or Vegetable Matter
<input checked="" type="checkbox"/> Offensive Pollutant Runoff
<input checked="" type="checkbox"/> Diverting Drainage/Standing Water
<input type="checkbox"/> Discharging Septic/Sewage
<input type="checkbox"/> Discharge of Toxic Materials
<input type="checkbox"/> Dust or Offensive Airborne Matter
<input type="checkbox"/> Excessive Weed Growth | <input type="checkbox"/> Refuse or Garbage in the Open
<input type="checkbox"/> Insect Vector or Rodent Harborage
<input type="checkbox"/> Offensive Burning
<input type="checkbox"/> Vegetation Obstructing Sight at Intersection
<input type="checkbox"/> Excessive Noise beyond Property Lines
<input type="checkbox"/> Unlicensed Accumulation of:
<input type="checkbox"/> Materials
<input type="checkbox"/> Debris
<input type="checkbox"/> Garbage
<input type="checkbox"/> Waste Recyclables
<input type="checkbox"/> Scrap or Junk Materials |
|---|--|

Property Address or Location of Alleged Violation

Gary Gard
 #4 Birdie Ct
 Rock Springs, WY 82901
 307-389-6262

Property Owner Contact Information

Shawn Muir
 11 Long Dr.
 Rock Springs, WY 82901
 307-922-2345

Nature of Complaint

From the first time Gary Gard started building, I was surprised to see that the height of the foundation was approved. After completing construction he moved in a large amount of dirt and built his yard to the foundation. Mr. Gard told us that he built his foundation that high due to the drainage in this subdivision, making matters worse for us. When doing so, it changed the natural drainage of his property. It has caused an excessive amount of water (runoff) from snow, rain and now sprinklers to come into our back yard. While working on his property, he has built his yard up to his back door and built the whole yard up. He has even used our Fence (not his property) as a barrier for the Dirt. He has put dirt up past the bottom rail of our Vinyl fence. This portion of his back yard is used as a driveway and when he pulls his utility trailers in and out, it is pushing and compacting the dirt against our fence. Our fence panels have started to bow in towards our back yard. There is a drainage easement to the west of his yard, but there is no way his yard is draining to that ditch. His entire yard is sloped towards our property instead. The new grass that he has put in is on top of manure that is draining in our back yard causing our rock to become brown.

I know that the County Engineer (John Radosevich) has spoken to Gary a time or two and has also told me there needs to be something done. Mr. Radosevich stated that a ditch will not solve our issues. I have tried to get Gary to split costs of the fence since he is also benefiting from it. I have also tried to get Gary to split the cost of a retaining wall but Gary has no interest because he feels it is not an issue nor his problem. Gary has mentioned he wants to do several things from a ditch, curb or gravel and hopes to have things done by snowfall, but none of these things seem to be happening. This last spring, I have replaced window wells, poured concrete and put in french drains and ditches to improve our side of the property costing more than \$12,000, but nothing has been done on his side to help. We would like the County to assist in getting something done to avoid more issues.

Drainage and Housing Issues Hand out for Fairway Estates Subdivision

Handout 6: Photos of Gary Gard's Property and the Height of his property

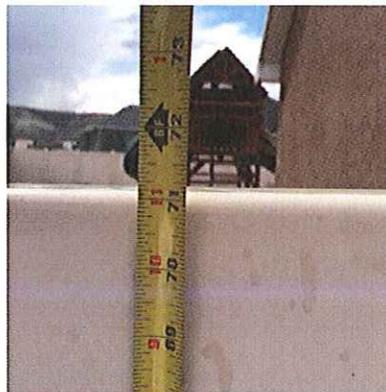
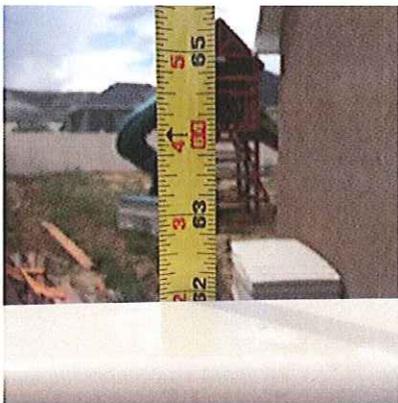
Gard's Back Yard Issues



The front Height of Gard's Property along neighbors fence line

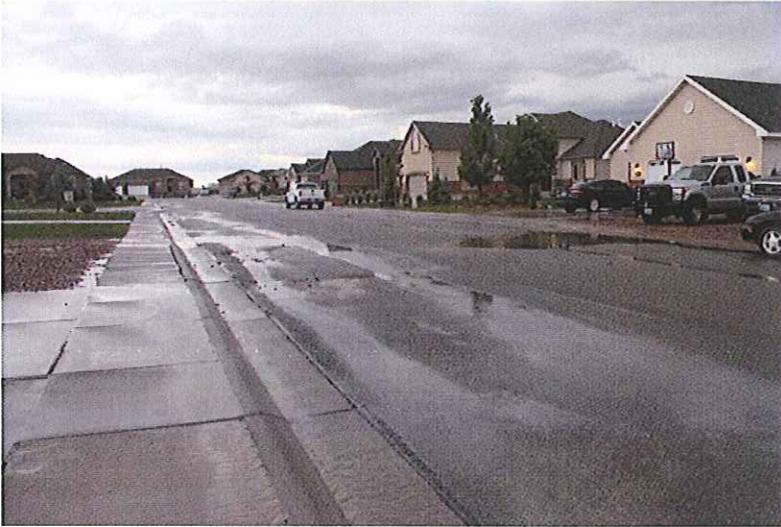


The Fence on Gard's Property shows 62 inches from the Ground, where the Muir's side says 71. Gard brought in dirt on his property and changed the lay of the land. Our land was not 9 inches lower before Gard built his property.



Drainage and Housing Issues Hand out for Fairway Estates Subdivision

Handout 7: Water problems in streets, No proper drainage, several Potholes



BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

Requested Meeting Date: 8-18-15	Name & Title of Presenter: Judy Roderick, Emergency Management Coordinator
Department or Organization:	Contact Phone & E-mail: 307-922-5371
Exact Wording for Agenda: Wyoming Inter-County Mutual Aid Agreement	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:	

- 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.

JPS
8/12/15

WYOMING INTER-COUNTY MUTUAL AID AGREEMENT

1. PARTIES

The Parties to this Mutual Aid Agreement (hereinafter "Agreement") may be added or deleted from this Agreement at any time, but the Agreement shall remain in full force and effect until final termination of the Agreement. All parties to this Agreement shall be listed on the Signature Page(s).

2. PURPOSE

The purpose of this Agreement is to establish the terms and conditions by which signatory Wyoming counties and/or tribes may request aid and assistance from any other signatory counties and/or tribes in responding to an emergency, disaster, or overtaxing planned event that exceeds the resources available in the Requesting Agency's jurisdiction. All activities performed by any party under this Agreement will be at no cost for the first twelve (12) hours. For any activities following the initial twelve (12) hour period, the parties will negotiate in good faith for any expenses incurred. This Agreement shall supersede and replace all prior versions of the Wyoming Inter-County Mutual Aid Agreement, whether oral or written.

This Agreement shall in no way supersede other, more specific mutual aid agreements or memoranda of understanding. This Agreement is intended to be between Wyoming Counties, and shall not be used to circumvent other binding agreements unless agreed to by all parties involved in said agreement(s).

3. AUTHORITY

This Agreement is written using the authorities granted by Wyoming State Statute Title 19, Chapter 13, Section 109 (A): Local programs; reciprocal and mutual aid:

The local coordinators in collaboration with other public and private agencies within this state will develop or cause to be developed mutual aid arrangements for reciprocal homeland security aid and assistance in case of disaster of extreme nature which affects two (2) or more political subdivisions or is too great to be dealt with unassisted. The arrangements shall be consistent with the state homeland security plan and program, and in time of emergency each local homeland security program shall render assistance in accordance with the provisions of the mutual aid arrangements.

4. SPECIAL PROVISIONS

A. TERM OF AGREEMENT

This Agreement is effective for a County upon the day and date of execution of the County's signatory page. This Agreement shall remain in full force and effect until terminated by the parties. The Agreement may be terminated, without cause, by any party upon thirty (30) days

written notice, which shall be delivered to the Agreement repository by hand or by certified mail sent to the address listed herein.

B. PROCEDURES FOR REQUESTING AND PROVIDING MUTUAL AID

When a party becomes affected by, or is under imminent threat of, an emergency or disaster, or is subject to a planned event that has potential to stretch local resources to a point where public safety may be at risk, it may request mutual aid assistance through an Authorized Representative by submitting a written or oral request followed as soon as practicable by written confirmation, to the other party. Requesting Agency shall not request assistance unless resources available within the affected area are deemed inadequate. Requests for assistance must be transmitted by an Authorized Representative of Requesting Agency.

C. AUTHORIZED REPRESENTATIVE

Each jurisdiction that is a party to this agreement shall designate their Emergency Management Coordinator as the primary Authorized Representative. The jurisdiction may appoint a secondary Authorized Representative. In the absence of an appointed Authorized Representative, the jurisdiction's signatory body or ad hoc appointee may act as the Authorized Representative.

D. PROVIDING ASSISTANCE

Responding Agency retains the right to deny any request for assistance. This agreement shall not obligate any agency to provide any resources to a Requesting Agency.

E. SUPERVISION AND CONTROL OF RESOURCES

The parties agree that Responding Agency's personnel, equipment and resources will be under the operational control of Requesting Agency. Direct supervision and control of personnel, equipment and resources shall remain with Responding Agency's designated supervisory personnel and Requesting Agency shall advise Responding Agency's supervisory personnel of the work tasks to be assigned.

F. RECALL OF PERSONNEL

The parties agree that Responding Agency's personnel and other resources shall remain subject to recall at any time. Responding Agency shall give Requesting Agency reasonable, advance notification of its intent to withdraw personnel or resources. If such notice is not practicable, Responding Agency shall give Requesting Agency the most immediate and earliest possible notice of the recall.

G. STANDARD OPERATION GUIDE

The appointed Authorized Representatives of signatory jurisdictions of this agreement shall be responsible for preparing and approving a Standard Operation Guide which shall contain

resource inventories, procedures for payment and reimbursement, interoperable communications and any other guideline necessary for the administration of this Agreement.

H. UNEMPLOYMENT AND WORKER'S COMPENSATION COVERAGE

During the period of assistance, each party shall maintain its own unemployment insurance and workers compensation insurance coverage, as required by law, for its employees and shall require the same from its local emergency response agencies.

I. GENERAL INSURANCE POLICY REQUIREMENTS

Each party agrees to obtain general liability, public officials' liability and law enforcement liability insurance, as applicable, or be comparably covered by a self-insurance program. All insurance policies required under this Agreement shall be in effect during the period of assistance. During the period of assistance, parties shall pay the premiums on the required policies and shall not allow the policies to be revoked, canceled, amended, or allowed to lapse without thirty (30) days notification to the other party, if possible, or shall otherwise provide such notification immediately upon learning that a policy has been, or will be, revoked, canceled, amended, or allowed to lapse.

J. SOVEREIGN IMMUNITY

By entering into this Agreement, the parties do not waive any governmental or sovereign immunity. Each party specifically retains all immunities and defenses available to it as a sovereign or governmental entity pursuant state law, including Wyoming Statute §1-39-101, *et seq.* Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity.

K. LIABILITY

Each party to this Agreement shall assume the risk of any liability arising from its own actions or omissions or the actions or omissions of its employees and agents at all times. To the extent a party does not maintain the proper levels of liability and other insurance coverage pursuant to the terms of this Agreement, the party's liability for being uninsured, or underinsured, shall not be construed as a waiver of its governmental or sovereign immunities.

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 and among the parties to this Agreement, and shall inure solely to the benefit of such parties. The provisions of this Agreement are only intended to assist the parties in determining and performing their obligations under this Agreement. The parties expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce its provisions, to seek any

remedy arising out of a party's performance or failure to perform any term or condition herein, or to bring an action or suit for the breach of any terms or condition herein.

M. APPLICABLE LAW

In the event that the construction, interpretation, and enforcement of this Agreement are subjected to adjudication in a court of law, the construction, interpretation, and enforcement of the terms of the Agreement, and each party's duties and responsibilities thereunder, shall be governed by the laws of the State of Wyoming.

N. ENTIRETY OF AGREEMENT

This Agreement consists of a total of four (4) pages and represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

O. 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.

P. 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 with the same approvals, certifications, submissions and other requirements applicable to the original Agreement.

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK

SIGNATURE PAGE

In witness whereof, the parties to this Agreement through their duly authorized officials or representatives, hereby execute this Agreement on the dates set out below, and in doing so certify that each has read, understood, and agreed to the terms and conditions of this Agreement as set forth herein and has the authority to enter into this legally binding contractual agreement. The effective date of this Agreement is the date of the signature and seal last affixed to this page.

Sweetwater County, Wyoming

THE BOARD OF COUNTY COMMISSIONERS
OF SWEETWATER COUNTY, WYOMING

Wally J. Johnson, Chairman

John K. Kolb, Member

ATTEST:

Don Van Matre, Member

Steven Dale Davis, County Clerk

Randal M. Wendling, Member

Dated this 18th of August 2015

Reid O. West, Member

BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

Requested Meeting Date: BOCC- August 18, 2015	Name & Title of Presenter: John Radosevich Sweetwater County Engineer
Department or Organization: Engineering	Contact Phone & E-mail: 307-872-3921
Exact Wording for Agenda: Approval of Property Lease with City of RS for Paintball Facility	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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- No handout will be received during a meeting in session.

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OPS
8/12/15

LEASE AGREEMENT

This lease agreement is made and entered into this _____ day of _____ 2015, by and between the City of Rock Springs, Wyoming, a municipal corporation in the State of Wyoming whose address is 212 "D" Street, Rock Springs, Wyoming, 82901 (herein after referred to as "Lessee"), and Sweetwater County, a Governmental entity whose address is 80 West Flaming Gorge Way, Green River, Wyoming, 82935 (hereinafter referred to as "Lessor").

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE COVENANTS AND AGREEMENTS HEREIN CONTAINED, IT IS MUTUALLY AGREED AND UNDERSTOOD AS FOLLOWS:

- 1.) DEMISE. Lessor, Sweetwater County, for and in consideration of the covenants and agreements hereinafter contained, does hereby lease to the Lessee, the City of Rock Springs, the following described real property, to wit:

A parcel of land located in the NE ¼ NE 1/4 of Section 26, Resurvey Township 19 North, Range 105 West of the Sixth Meridian, Rock Springs, Sweetwater County, Wyoming, and being more particularly described as follows:

Beginning at a point that lies South 78 degrees, 57', 32" West – a distance of 951.60 feet from the Northeast Corner of said section 26;

Thence South 00 degrees, 6', 37" East (record: South, parallel to the East line of the Sweetwater County tract as recorded in the Office of the County Clerk in Book 7008, Page #1709, for a distance of 420.35 feet);

Thence South 88 degrees, 16', 37" West for a distance of 314.56 feet (from which the most Southerly corner of the said Sweetwater County tract bears South 60 degrees, 3', 4" East (record South 59 degrees, 56', 40" East) for a distance of 170.00 feet);

Thence North 10 degrees, 21', 47" West (record: North 10 degrees, 15', 2" West) along said Westerly line of the Sweetwater County tract for a distance of 425.00 feet (from which the most Westerly corner of the said Sweetwater County tract bears North 10 degrees, 21', 47" West along the said Westerly line a distance of 142.20 feet);

Thence North 88 degrees, 16', 31" East for a distance of 390.24 feet to the Point of the beginning.

The above described tract contains an area of 3.40 acres, more or less, and is subject to any rights-of-way and/or easements which have been legally acquired.

The basis of bearing for said parcel is North 89 degrees, 57 ' , 7" West from the Northeast Corner to the North Quarter of said Section 26.

TO HAVE AND TO HOLD the above described premises and property unto Lessee from the 31st day of August, 2015 for, during and until the 30th day of August, 2017.

The above described lease premises are to be used and occupied by the Lessee, City of Rock Springs, as a place to hold for the purpose of establishing and maintaining a paintball park.

- 2.) **CONSIDERATION.** The Lessee, City of Rock Springs, in consideration of the lease and the mutual covenants and agreements herein contained shall pay to the Lessor, Sweetwater County, as rent for the same, the sum of Ten Dollars (\$10.00) per year. Said sum shall be due and payable upon the execution of this lease agreement.
- 3.) **RESTRICTIONS.** The Lessee shall not assign this lease, nor sublet the premises nor any part thereof, and shall not use or permit the same or any part thereof to be used for any other purpose than as above stipulated. No alterations therein or additions thereto shall be made without the written consent of the Lessor and all additions, fixtures, or improvements with the exception of the items listed on Exhibit "A" attached hereto, which may be made by Lessee, shall become the property of the Lessor, and remain upon the premises as part thereof, and be surrendered with the premises at the at the termination of this lease.
- 4.) **RISKS.** The Lessee shall assume all risks incident to or in connection with its use of the demises/or premises and shall be solely responsible for all accidents or injuries of whatever nature or kind to persons or property caused by its operations, and shall indemnify, defend and save harmless, the Lessor, its authorized agents and representatives, from any penalties for violation of any law, ordinance or regulation affecting its operations, and from any penalties for violation of any law, ordinance or regulation affecting its operations, and from any and all claims, suits, losses, damages or injuries to persons or property of whatever kind or nature arising directly or indirectly out of its operation, or resulting from the carelessness, negligence or improper conduct of the Lessee or Lessor or any of their agents or employees, patrons, customers, or invitees.

- 5.) INDEMNITY INSURANCE. The Lessee, at its expense, shall keep in force during the term of this lease, insurance, issued by a responsible insurance company or companies and in form acceptable to the Lessor for protection of the Lessor as an insured under such policy and Lessee, against all liabilities, judgments, costs, damages and expenses which may accrue against, be charged to or be recovered from either the Lessor or the Lessee by reasons of damage to the property of, injury or death of any person or persons on account of any matter or things which may occur on the demised premises.
- 6.) FIRE INSURANCE. Each party hereto shall keep its interest in the demised premises, and its property located within or about the demised premises, insured at its own expense against fire, extended coverage and such other risks as it may choose by policies issued by responsible insurance companies and in form acceptable to the Lessor. The Lessee will provide proof of insurance to the Lessor.
- 7.) INSURANCE POLICIES. The original of all insurance policies required to be carried by the Lessee pursuant to this agreement shall be submitted to the Lessor on request at all reasonable hours for its inspection and certificates of such insurance shall be delivered to the County Clerk from time to time as such policies are written, and in all such certificates shall contain a provision that the respective insurers will not cancel such insurance coverage required under this lease without first giving twenty (20) days prior written notice to the Lessor. At all times, the Lessee is operating any of its operations hereunder it shall maintain, in full force and effect, valid insurance policies of the kind and in the amounts and with the type of companies required by this lease.

All insurance policies required to be furnished by the Lessee hereunder, may be blanket policies covering the demised premises and other properties and premises owned or operated by the Lessee.

- 8.) TAXES, LICENSE AND OTHER CHARGES. The Lessee shall pay promptly all taxes and excise license fees of whatever nature, applicable to its operation and take out and keep current, all licenses, municipal, state, or federal, required for the conduct of the enterprise, and further, shall not permit any of said taxes, excise or license fees to become delinquent. Lessee shall pay and discharge all taxes, assessments, penalties, charges, rate or liens of any nature whatsoever, if any there may (during the term here of or any renewal) be levies, assessed, charged, imposed or claimed on or against the demised premises or any improvements or fixtures thereon or appurtenances thereto, and any part thereof,

or against the Lessor by reason of ownership of the land by whatever authority levies, assessed, charged, imposed, or claimed.

- 9.) UTILITIES. The Lessor shall provide for all utility services required on the demised premises, including gas, electricity, water and sewer connections and services. Any additional services will be at the expense of Lessee.
- 10.) CONDITION OF THE PREMISES. The Lessee agrees to keep the demised premises in good order and repair, and in such safe, clean and tenable condition as is required by the Lessor.
- 11.) FORFEITURE. This lease shall be void and forfeiture hereof shall be declared by the Lessor at the election and sole discretion of the Lessor, in the event of Lessee's violation of any provisions of this lease to be kept and performed by Lessee. Upon declaring of forfeiture, Lessor shall have the right of immediate possession of the premises.
- 12.) WAIVER. The waiver by Lessor of any breach of any term, covenant or condition herein contained, shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained.
- 13.) RIGHT OF ENTRY. The lessor and its agents shall have the right to enter into and on the demised premises or any part thereof, at all reasonable hours for the purpose of inspecting the premises. Except in emergencies, Lessor shall give Lessee, at least twenty-four (24) hours advance notice before exercising its right to enter upon the demised premises.
- 14.) SURRENDER OF THE PREMISES. At the expiration of the lease term, the Lessee shall quit and surrender the premises hereby demised in the same condition as they were at the commencement of this lease, reasonable use and wear and tear excepted. It is agreed that either party can terminate this agreement at any time by giving the other party a 30 day written notice.
- 15.) COMPLIANCE WITH LAWS. Lessee agrees to comply with all laws, ordinances, rules and regulations which may pertain or apply to the demised premises and the use thereof whether such laws, ordinances, rules and regulations exist at the time of the execution of this lease or come into existence during the term hereof or during any renewal period.

- 16.) SEVERABILITY. Any provision of this lease found to be in violation of any law or ordinance shall not invalidate this lease. Any unlawful provision shall be deemed separate and apart from all other provisions herein, and stricken from this lease and all other remaining terms and provisions shall remain in full force and effect as though the stricken provisions had never appeared in this lease.
- 17.) BINDING EFFECT. The provisions of this lease shall be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS HEREOF, this lease has been executed by Lessor and Lessee the date first above written.

CITY OF ROCK SPRINGS, WYOMING

SWEETWATER COUNTY, WYOMING

By:

By:

Mayor

Commission Chairperson

Attest:

Attest:

City Clerk/Treasurer

Sweetwater County Clerk/Treasurer

EXHIBIT "A"

- Tractor Tires – 28
- Concrete Man Hole – 2
- Wooden Cable Reels – 5
- Fence - including: 42 Poles, 360 feet of cable, 4 cross braces, netting and 100 feet of chain link
- Rules signs – 2
- Steel Culverts - 2

BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

Requested Meeting Date: <i>8/18/15</i>	Name & Title of Presenter: <i>Mike Bournazian County Fire Warden</i>
Department or Organization: <i>Fire Department</i>	Contact Phone & E-mail: <i>Bournazianm@sweet.wy.us</i>
Exact Wording for Agenda: <i>Mutual Aid Agreement w/ Fremont County 10 min & Bitter Creek Fire Update 10 min</i>	Preference of Placement on Agenda & Amount of Time Requested for Presentation: <i>Any time</i>
Will there be Handouts? (If yes, include with meeting request form) <i>Yes -</i>	Will handouts require SIGNATURES: <i>Yes</i>
Additional Information: 	

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- No handout will be received during a meeting in session.

**SWEETWATER COUNTY FIRE DEPARTMENT
AND
FREMONT COUNTY FIRE PROTECTION DISTRICT**

This FIRE PROTECTION AGREEMENT, is made and entered into by and between Sweetwater COUNTY FIRE DEPARTMENT, by and through the Sweetwater County Board of Commissioners, hereinafter referred to as “Sweetwater County Fire” and the FREMONT COUNTY FIRE PROTECTION DISTRICT by and through the Fremont County Fire Protection District Board of Directors, hereinafter referred to as “Fremont County Fire.”

WITNESSETH

WHEREAS, Fire Protection Agreements are authorized by WYO. STAT. ANN. § 15-1-121 (2014), as a means of ensuring inter-departmental assistance; and

WHEREAS, each department within any given area is subject to certain types of emergency or disaster situations with which it might find itself unable to cope effectively, without appropriate resources, man power and equipment at its disposal; and

WHEREAS, it is to the mutual advantage of all counties and districts as well as the citizens therein to lend cooperative assistance in times of need.

NOW, THEREFORE, in considerations of the mutual covenants and conditions to be performed by the parties hereto, the parties agree as follows:

1. In the event either party hereto is faced with a particular emergency or disaster situation requiring defenses beyond its capability to provide, the other party (“aiding department”) agrees upon the call of said party, it will readily respond with needed physical and/or material resources at its command; limited to that which may be provided without seriously jeopardizing the aiding department’s protective capability within its jurisdictional boundaries.

2. The aiding department will be responsible for the delivery of its own equipment

and/or personnel to and from the location of the emergency and/or disaster, and shall be further responsible for the physical operation and maintenance of its equipment throughout the Mutual Aid period.

3. Upon arrival at the location of the emergency or disaster, the aiding department shall immediately report to the incident commander in charge of the operations for the receiving department. The parties shall then operate under a unified command system, in which the role of incident commander is shared between both the aiding and receiving department, each having authority in their own respective department.

4. If, in answering a call to an emergency or disaster location, the first arriving aiding department finds there is no incident commander of the receiving department at the scene, the designated member in charge of the first arriving department shall take temporary command of all remedial procedure, and shall direct and control the operation until the receiving department's incident commander arrives.

5. Upon the arrival of the incident commander of the receiving department, the parties shall assume a unified command system.

6. Each fire department shall assume all liability and responsibility for:

- a. Damages to and loss of its own equipment, except for damage or loss caused by the negligence or fault of the other fire department;
- b. Legal consequences of its own negligence to the extent provided by law. It is understood any liability to third parties caused by the negligence or fault of the incident commander of the fire department requesting aid shall, to all extent possible, be the responsibility of the fire department requesting aid;
- c. For the death of or injury to any personnel of their own command

responding to the request of mutual aid.

- d. Each fire department shall provide workers' compensation insurance to cover its own personnel for compensable injuries arising out of aid rendered under this agreement. Each party will maintain sufficient liability insurance on its vehicles.
- e. The aiding department that is asked to respond shall in no event be liable to the requesting department or to third parties for its failure to respond to a request.

7. Except for the commitment to mutual aid, nothing in this Agreement is intended to interfere in any way with the affairs of a participating department nor to disrupt any existing inter-department or inter-agency agreements.

8. The terms of this Agreement shall be from July 1, 2015 through June 30, 2016, unless terminated upon Thirty (30) days written notice by either party.

9. This Agreement shall annually renew automatically for an additional 1 year term unless notice is given by either party no less than Sixty (60) days before the expiration of this Agreement.

10. The parties agree each shall bear its own costs, liability and expenses incurred under this Agreement, with no claim over or against the other party.

11. Any notice given under this agreement shall be given personally or by mail.

If to Sweetwater County to:

Sweetwater County Fire Department
430 Blair Avenue
Rock Springs, WY 82901
ATTN: Mike Bournazian, Fire Warden

If to Fremont County to:

Fremont County Fire Protection District
305 S. Smith Rd.
Riverton, WY 82501
ATTN: Craig Haslam, Fire Warden

IN WITNESS THEREOF, the parties have caused this Agreement to be signed and attested to by the proper administrative officials as evidenced by their signatures below.

DATED this day ____ of _____, _____.

FREMONT COUNTY FIRE PROTECTION
DISTRICT

Craig Haslam, Fire Chief

Paul Downey, Chairman of the Board

ATTEST:

John Campbell, District Board Sec/Treasure

SWEETWATER COUNTY FIRE DEPARTMENT

Mike Bournazian, Fire Warden

Wally Johnson, County Board Chairman

ATTEST:

Dale Davis, Sweetwater County Clerk

BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

Requested Meeting Date: August 18, 2015	Name & Title of Presenter: Jean Cartwright, Executive Director WYPCA Misty Garcia, Interim CEO
Department or Organization: Sweetwater Health Center & Pharmacy	Contact Phone & E-mail: 357-212-4241 marcia@bestdoesever.com
Exact Wording for Agenda: Requesting a letter of support to apply for a state grant.	Preference of Placement on Agenda & Amount of Time Requested for Presentation: No preference on placement 15 minutes.
Will there be Handouts? (If yes, include with meeting request form) Yes (attached)	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
- 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: Sally Shoemaker
Sent: Wednesday, August 12, 2015 1:20 PM
To: 'Misty Garcia'
Cc: Dale Davis - County Clerk (david@sweet.wy.us); Vickie Eastin; Krisena Marchal - Grants
Subject: RE: Board of County Commissioners Meeting request

Importance: High

Good afternoon, Misty.

I will be happy to place your submission, as provided, into the commissioners packet for consideration during the August 18th meeting.

For your convenience, please review the county website (www.sweet.wy.us) on Thursday to view your scheduled time. In the event that the commissioners are running ahead of schedule, please arrive 15 minutes earlier than your scheduled time.

Thank you,

Sally

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

From: Misty Garcia [<mailto:MGarcia@BestDocsEver.com>]
Sent: Wednesday, August 12, 2015 12:43 PM
To: Sally Shoemaker
Subject: RE: Board of County Commissioners Meeting request

Good Afternoon Sally,

I have not submitted anything to her, I don't have a point of contact. The grant due date is the 31st of August. That's why I am requesting the Board meeting for next week.

Please advise

Misty L. Garcia
Interim Chief Executive Officer
Sweetwater Health Center & Pharmacy
2620 Commerical Way Ste 140
Rock Springs, WY 82901
MGarcia@bestdocsever.com
307-212-4241 (office)
307-389-6447 (cell)

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

From: Sally Shoemaker [<mailto:shoemakers@sweet.wy.us>]
Sent: Wednesday, August 12, 2015 12:40 PM
To: Misty Garcia <MGarcia@BestDocsEver.com>

Cc: Dale Davis - County Clerk <david@sweet.wy.us>; Vickie Eastin <eastinv@sweet.wy.us>; Krisena Marchal - Grants <marchalk@sweet.wy.us>

Subject: RE: Board of County Commissioners Meeting request

Importance: High

Thank you, Misty for your request.

I see that you are requesting a letter of support to apply for a state grant. As instructed by the commissioners during your last presentation (under citizen concerns), the proper procedure for anything grant related is to go through our Grants Administrator Krisena Marchal prior to submitting the request for consideration. Have you already submitted the documentation for her for review? If not, we can certainly place your request on the 9-1-15 BOCC meeting to allow her the proper time to review and prepare any documentation for the commissioners consideration.

Thank you,

Sally Shoemaker
shoemakers@sweet.wy.us
307-872-3897 (office)
307-872-3992 (Fax)

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

From: Misty Garcia [<mailto:MGarcia@BestDocsEver.com>]

Sent: Wednesday, August 12, 2015 12:11 PM

To: Sally Shoemaker

Subject: Board of County Commissioners Meeting request

Misty L. Garcia
Interim Chief Executive Officer
Sweetwater Health Center & Pharmacy
2620 Commerical Way Ste 140
Rock Springs, WY 82901
MGarcia@bestdocsever.com
307-212-4241 (office)
307-389-6447 (cell)

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

From: tsamiec@bestdocsever.com [<mailto:tsamiec@bestdocsever.com>]

Sent: Wednesday, August 12, 2015 9:43 AM

To: mgarcia@bestdocsever.com

Subject: Message from "RNP0026737E70F4"

This E-mail was sent from "RNP0026737E70F4" (MP C2503).

Scan Date: 08.12.2015 11:43:21 (-0400)

Queries to: tsamiec@bestdocsever.com

Wyoming Primary Care Support Grant Program

Application Package



Wyoming
Department
of Health

Commit to your health.

Public Health Division
Office of Rural Health
6101 Yellowstone Rd., Ste. 420
Cheyenne, WY 82002
(307) 777-6512

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PURPOSE OF THE WYOMING PRIMARY CARE SUPPORT GRANT PROGRAM

The purpose of the Wyoming Primary Care Support Grant Program is to provide grants to Community Health Centers and Rural Health Clinics for capital construction and start-up costs, as follows:

1. As one-time start-up costs of a new Community Health Center or Rural Health Clinic; or
2. To allow existing Community Health Centers or Rural Health Clinics to:
 - a. Expand the population served; or
 - b. Initiate new services; or
 - c. Facilitate compliance with quality criteria.
3. Grants cannot be used for operational expenses.

PROGRAM RULES AND REGULATIONS

Full details on the requirements of the Wyoming Primary Care Support Grant Program can be found in the Rules and Regulations for the Wyoming Primary Care Support Grant Program. The document can be found online at <http://www.health.wyo.gov/rfhd/rural/PCSP.html>.

ELIGIBILITY

The following are general eligibility requirements. For additional information on the definitions and eligibility of each clinic type or full details on other eligibility requirements, please review the Program Rules and Regulations.

1. **Community Health Centers**
 - a. New Community Health Centers which will apply for a "New Access Point" grant to receive Public Health Service Act Section 330 (PHS 330) funding as a federally qualified Community Health Center.
 - b. Existing Community Health Centers.
 - c. Existing Federally Qualified Health Center Look-Alikes (FQHC-LAs).
 - d. Eligible Community Health Centers do not include other types of Federally Qualified Health Centers (FQHCs) including, but not limited to, migrant and homeless clinics.
2. **Rural Health Clinics**
 - a. New Rural Health Clinics which will apply to the Centers for Medicare and Medicaid Services (CMS) to receive designation as a Rural Health Clinic.
 - b. Existing Rural Health Clinics.
3. **Clinics Awarded in 2013.** Clinics which received an award under the Program in 2013 are eligible to apply; however, new applicants will have higher priority and current project and award status will be considered during the selection process.
4. **Additional Eligibility Requirements.** All applicants must have the following in order to be eligible to apply for a grant under this Program:
 - a. An electronic health record, or inclusion of an electronic health record in the applied for project, that has been certified under the Certified IT Product List (CHPL). The CHPL is available at <http://onc-chpl.force.com/ehrcert>.
 - b. Approval to apply for a grant under the Program from the Board of County Commissioners of the applicable county which is no more than six (6) months old at the time of the application.

APPLICATION REQUIREMENTS AND CHECKLIST

Application documents must be typed and submitted in the following format and order. Handwritten applications and those missing the following required elements will not be accepted and will be returned to the applicant as ineligible. Required fillable PDF forms for use in the application are available in the Forms Section of this document and by clicking the hyperlink in the document name.

1. **Application Cover Sheet.** Complete the Application Cover Sheet.
2. **Board of County Commissioners Approval.** Complete the Board Approval Cover Sheet, and attach an official copy of the meeting minutes obtained from the County Clerk or a signed letter from the Board of County Commissioners of the applicable county proving board approval was granted to apply for a grant under this Program.
3. **Local Matching Funds.** Complete the Matching Funds Cover Sheet and attach documentary evidence of local matching funds in an amount no less than twenty-five percent (25%) of the total funding request.
 - a. Local matching funds may be in cash, in-kind, or both, and must be shown in the form of a contract, promissory note or other legally binding written agreement. An appraisal of goods and services must be included for in-kind local matching funds.
4. **Proof of Clinic Status.** Complete the Clinic Status Cover Sheet and attach:
 - a. Documentary evidence of existing federally qualified Community Health Center, Federally Qualified Health Center Look-Alike, or Rural Health Clinic status; **OR**
 - b. A description of the current progress towards federally qualified Community Health Center or Rural Health Clinic status, a timeline identifying milestones necessary in obtaining the status, and plan of action should the pursuit be unsuccessful. Maximum one (1) page in length.
5. **Project Narrative.** Complete the Project Narrative Cover Sheet and attach a Project Narrative which:
 - a. Describes the scope of the project;
 - b. How the project is supported by the financial plan; and
 - c. Demonstrates how the project will benefit the community or the patient population served (if applicable).
 - d. Project Narrative is limited to two (2) pages in length.
6. **Operation Plan.** Complete the Operation Plan Cover Sheet and attach an Operation Plan. The Operation Plan is limited to three (3) pages in length (not including attachments) and must describe how the clinic is expected to function after completion of the project and should include:
 - a. How the clinic plans to integrate healthcare services within the entire service community to promote accessibility and quality of care. *Recommended attachments:* MOU/As with other healthcare providers/agencies, hospitals, and other entities in the service area deemed appropriate by the applicant;
 - b. How the clinic may reduce Emergency Room or similar type care usage. *Recommended attachments:* MOU/As with other hospitals and other entities in the service area deemed appropriate by the applicant;
 - c. How the clinic will provide services to individuals regardless of their ability to pay and provide care to Medicare, Medicaid, and CHIP eligible patients.

Recommended attachments: charity care policy, sliding fee scale and other documentation deemed appropriate by the applicant;

- d. How the new operation plan meets the goals and objectives of the project applied for under this Program;
 - e. New staffing plan and hours of operation;
 - f. The areas (towns and/or communities) the clinic will be serving upon completion of the project as well as the anticipated number of uninsured to be served; and
 - g. Other important aspects of the operation.
 - h. Any attachments to the Operation Plan (MOU/As, etc.) must incorporate the Attachment Cover Sheet.
7. **Quality, Performance, and Reporting Narrative.** Complete the Quality, Performance, and Reporting Cover Sheet and attach the Quality, Performance, and Reporting Narrative. The narrative is limited to two (2) pages and must:
- a. Identify three (3) quality indicators of the applicant's choice;
 - b. Identify a list of key performance indicators for the project, as defined in the Program Rules and Regulations; and
 - c. Describe how the applicant will meet reporting requirements to remain in compliance with the Program during the entire three (3) year grant term.
8. **Financial Plan.** The Financial Plan is not a narrative but consists of the following three (3) required forms:
- a. Financial Plan Attachment 1A provides a breakdown of the costs of the proposed project.
 - b. Financial Plan Attachment 1B is a cover sheet for the Project Bid selected by the applicant. Please include both the cover sheet and the selected Project Bid as the complete Financial Plan Attachment 1B.
 - c. Financial Plan Attachment 2 shows the demand for services by population and the resulting income generated.
9. **Additional Attachments.** Attachments in addition to the Financial Plan attachments are expected. Include copies of all MOU/As, contracts, and other documents that support aspects of the project, financial plan, or operation plan.
- a. Each additional attachment must contain a cover sheet identifying the attachment by number. For example, the first attachment to the Operation Plan will have a cover sheet titled "Operation Plan Attachment 1" with a descriptive title on the second line such as "MOU with Local Hospital." Please complete the Attachment Cover Sheet for this purpose.

APPLICATION ACCEPTANCE DATES AND SUBMISSION

Applications will be accepted May 1, 2015 through close of business (5:00 PM MST) August 31, 2015. Submit completed application via regular mail or parcel post, including two (2) complete photo copies, to:

Office of Rural Health
Wyoming Department of Health
6101 Yellowstone Road, Suite 420
Cheyenne, WY 82002 (regular mail) or 82009 (UPS, FedEx, etc.)

TECHNICAL ASSISTANCE AND RESOURCES

The Wyoming Department of Health contact for the Program is Keri Wagner, Office of Rural Health, Public Health Division, 6101 Yellowstone Rd. Ste. 420, Cheyenne, WY 82002, (307) 777-6512, keri.wagner@wyo.gov. Additional information, assistance, and resources may be available from the Wyoming Primary Care Association, (307) 632-5743, www.wypca.org.

Census information and community specific information can be found online at the following:

1. <http://eadiv.state.wy.us>
2. http://eadiv.state.wy.us/demog_data/pop2010/Profile/2010Profiles_WY.html.

FUNDING

The 2015 General Session of the Wyoming Legislature appropriated an additional \$200,000 for awards. The maximum allowable grant to any one (1) Community Health Center or Rural Health Clinic under this Program is \$1 million; however available funding limits the maximum award to \$200,000 for this application period. All awards must include local matching funds in an amount no less than twenty-five percent (25%) of the grant award amount.

FORMS

The fillable PDF forms and cover sheets which are required in the application are available on the following pages and by clicking on the hyperlink in each document name.

[Application Cover Sheet \(fillable\)](#)

[Board Approval Cover Sheet](#)

[Matching Funds Cover Sheet](#)

[Clinic Status Cover Sheet](#)

[Project Narrative Cover Sheet](#)

[Operation Plan Cover Sheet](#)

[Quality, Performance, and Reporting Cover Sheet](#)

[Financial Plan Attachment 1A \(fillable\)](#)

[Financial Plan Attachment 1B](#)

[Financial Plan Attachment 2 \(fillable\)](#)

[Attachment Cover Sheet \(fillable\)](#)

Application Cover Sheet

Please provide the following information, handwritten forms will not be accepted.

Legal name of applicant: _____

Name(s) and contact information of responsible person(s) (CEO, BOD, Owner, etc). A minimum of two must be provided.

_____ Phone: _____ E-mail: _____

Name of main contact person from list above: _____

Current or planned physical address of clinic: _____ Mailing address: _____

Nearest primary care access point other than the applicant (using mapquest.com):

Clinic name: _____ Distance: _____ miles

Name of community: _____

Date of Board of County Commissioners approval of application: _____

Does the applicant have a certified electronic health record currently in use (yes/no)? _____

What is the purpose of the project? Indicate at least one of the following:

- Expand the population served
- Initiate new service(s)
- Improve compliance with quality criteria
- Initial start-up costs

Grant amount requested: \$ _____

Local matching funds available: \$ _____

Total Cost of project involved in this grant application: \$ _____

Board of County Commissioners Approval

Board of County Commissioners Approval

Matching Funds

Matching Funds

Clinic Status

Clinic Status

Project Narrative

Project Narrative

Operation Plan

Quality, Performance, and Reporting Narrative

Financial Plan Attachment 1A

EXPENSES	
Project cost not including construction:	\$
Construction (to final product):	\$
Total Equipment (itemize on Page 2):	\$
Supplies (tongue depressors, lab supplies, etc.):	\$
Total salaries/benefits of new employees (itemize each new employee on Page 3):	\$
Mortgage/lease/rent:	\$
New utility expenses (phone, electric, heating/cooling):	\$
Other (itemize on Page 4):	\$
TOTAL EXPENSES	\$

Financial Plan Attachment 1B

Selected Project Bid

Financial Plan Attachment 2

To determine the number of appointments required to meet the demand of a given population, the Office of Rural Health requires applicants to use the Rural Health Works model. The Rural Health Works model was developed by Oklahoma State University (www.ruralhealthworks.org) and uses the age and gender of the population to determine primary care medical appointment demand. Census data can be obtained from the Wyoming Department of Administration and Information, Economic Analysis Division at: (<http://eadiv.state.wy.us>). Census information specific to communities can be obtained at the following web address: http://eadiv.state.wy.us/demog_data/pop2010/Profile/2010Profiles_WY.html. Use the below demand table to determine the demand of your community. Use the income table to determine your projected income. Both tables are required.

Demand Table

1	2	3	4	5	6	7	8
Age Group	2010 Male Population	Multiplier (Do not change multipliers)	Male visits* (multiply Column 2 by Column 3)	2010 Female Population	Multiplier (Do not change multipliers)	Female visits* (multiply Column 5 by Column 6)	Total Visits* (add columns 7 and 4)
Under 15		2.4			2.3		
15-24		1.2			2.3		
25-44		1.6			3.1		
45-64		3.0			4.1		
65-74		5.4			6.1		
75+		6.7			6.4		
TOTAL		N/A			N/A		

Income Table

Insurance Type	Number of Visits	Reimbursement per Visit	Total
Medicare		\$	\$
Medicaid/KidCare		\$	\$
Uninsured/Self-pay		\$	\$
Private Insurance		\$	\$
Other income (itemized below)		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
TOTAL		N/A	\$

* The number of visits in the Income Table should not exceed the number of visits in the Demand Table. The total in the bottom right box of the Income Table should equal or exceed the Expense Table total in Financial Plan Attachment 1A, minus project, equipment, and construction. If these conditions are not met, it will indicate an ineffective operation or financial plan.

[Redacted] Attachment [Redacted]

[Redacted]

[Redacted] Attachment [Redacted]



295 Centerpoint Blvd
Pittston, PA 18640
http://www.benco.com

Equipment Quote

Ref No:	309
Purchase Order:	00000309
Printed On:	6/22/2015
Prices Firm Until:	7/8/2015

*Prices subject to change with manufacturer price changes

Customer Information
93337606 - EQAC SWEETWATER HEALTH CENTER
PHARMACY
2620 COMMERCIAL WAY
ROCK SPRINGS, WY 82901-4671
307-212-4241

Installation Address
1 - EQAC SWEETWATER HEALTH CENTER
PHARMACY
2620 COMMERCIAL WAY
ROCK SPRINGS, WY 82901-4671
307-212-4241

Benco Information
Equipment Specialist: Troy Stout
801-558-0812
Sales Representative: Nate Platt
801-529-3397

Qty	Item #	Mfg	Item Description	Retail	Net Price	Exc Price
1	4505-608	AIRTEC	MOJAVE V3 DRY VAC 10GAL 3U	\$10,790.00	\$6,916.67	\$6,916.67
1	4899-336	AIRTEC	AIRSTAR 40 208/230VAC - W/ CVR	\$11,678.00	\$7,485.90	\$7,485.90
1	2247-838	AIRTEC	REMOTE CONTROL PANEL 2 SWITCH	\$298.00	\$191.03	\$191.03
1	4553-619	VATEC	PAX-I 2D	\$35,500.00	\$24,666.67	\$24,666.67
1	4655-830	ARIBEX	NOMAD PRO 2 HAND HELD XRAY WHT	\$7,995.00	\$6,150.00	\$6,150.00
1	1882-475	MIDMA	M9 UltraClave® Automatic Sterilizer	\$6,388.00	\$4,434.74	\$4,434.74
1	3377-633	BENCO	OptiSonic™ Ultrasonic Cleaners 3gal	\$1,291.67	\$1,000.00	\$1,000.00
1	1218-451	HANDLE	31X Model Trimmer	\$619.00	\$452.35	\$452.35
1	1074-919	BUFFAL	Sta-Vac Complete Unit	\$751.42	\$576.86	\$576.86
1	4492-220	DTSPLY	Cavltrion® Plus Bronze Package featuring Cavltrion® Plus Ultrasonic Scaler with Tap-On™ Technology	\$3,274.99	\$2,727.85	\$2,727.85
1	4052-320	BENCO	High Speed Amalgamator	\$612.98	\$393.69	\$393.69
				Subtotal :	\$54,995.76	
				Freight :	\$1,104.02	
				Tax :	\$2,309.62	
				Total :	\$58,409.40	

07/06/2015

Attention: Wyoming Department of Health
Wyoming Primary Care Support Program

Reference: Operation Plan cover Sheet

Dear Sir or Madam,

Sweetwater County CHC, Inc., dba. Sweetwater Health Center & Pharmacy has projected that the initial cost of setting up our Dental practice will cost around \$130,000. The break-down is as follows:

- \$40,000 in salaries to cover the first two months of initial operations (Dentist/Dental Hygienist/Dental Assistant)
- \$65,000 to Benco Dental for setting up and equipment.
- \$5,000 in advertising.
- \$20,000 in incidental expenses such as supplies and or equipment not provided by Benco Dental

This financial projections are based on Benco Dental's proposal and budget conversations with our future Dentist.

Sincerely,

Misty Garcia – CEO
Sweetwater Health center & Pharmacy.

07/06/2015

Attention: Wyoming Department of Health
Wyoming Primary Care Support Program

Reference: Application Cover Sheet

Dear Sir or Madam,

Sweetwater County CHC, Inc., dba. Sweetwater Health Center & Pharmacy is honored to be consider to apply for the "Wyoming Primary Care Support Grant Program"

This grant represents a tremendous opportunity for our Health Center to help improve the quality of life to thousands of residents in Sweetwater County, in the area of Oral Health.

We are committed to our mission and to what we stand for.

Thank you for your support.

Sincerely,

Misty Garcia – CEO
Sweetwater Health center & Pharmacy.

07/06/2015

Attention: Wyoming Department of Health
Wyoming Primary Care Support Program

Dear Sir or Madam,

Many thanks for taking your valuable time to go over our Grant Application Package. Sweetwater County CHC, Inc. dba. Sweetwater Health Center & Pharmacy has been operating in our community since April 24th of 2014.

To date, we have provided affordable quality care to over 3,000 patients, then, with careful planning we were able to open our own Pharmacy that also provides reasonably priced 340B medications to those who qualifies. We are part of the "Medication Donation Program" that further assist the local population with needed medication at little or no cost to them at all.

Now, we are facing our next challenge, and that is to open of our Dental Clinic. Sweetwater County has one of the most documented needs for Dental Care, especially among children and the older sector of our community.

The Health Center has already secured donated used equipment, but we are lacking funds to get them refurbished and set up.

We have successfully developed a financial relation with Benco Dental (see attached) to help us with the initial cost of the setup and necessary equipment to begin offering services to our community. If our Health Center earns some of the available funds, we will be able right a way to sign the contract with Benco and move forward.

Our community deserves oral health, and with your help, we will be able to make that dream come true.

Sincerely,

Misty Garcia – CEO
Sweetwater Health center & Pharmacy.

Sweetwater Health Center & Pharmacy

2620 Commercial Way Suite 140

Rock Springs, WY 82901

"We care about your care"

TO: Sweetwater County Commissioners

FROM: Misty Garcia, Sweetwater Health Center & Pharmacy
Jan Cartwright, Wyoming Primary Care Association

DATE: August 12, 2015

RE: Request for Support for Sweetwater Community Health Center and Pharmacy

Introducing Community Health Centers and Wyoming Primary Care Association

Thank you for this opportunity to share information about Community Health Centers and Wyoming Primary Care and the roles that we play in caring for the underserved in Wyoming. Wyoming Primary Care Association has represented Community Health Centers (also known as Federally Qualified Health Centers or FQHCs) for the past 20 years. WYPCA is a statewide non-profit that works with other health organizations like the Wyoming Hospital Association and the Wyoming Association of Churches which share a goal of access to quality and affordable primary care.

Until recently, Sweetwater Health Center and Pharmacy was the newest in Wyoming. However, the Heritage Health Center in Powell received funding in the spring and will open in September to become the eighth Health Center with 11 locations* in Wyoming.

Competitive battle to win federal funding for Sweetwater Health Center

As you know, for the past ten years plus there has been an effort by many stakeholders and decision makers in Sweetwater County to address the primary care needs of its residents. The PCA has worked with the Tiny Towns, Rock Springs and Green River to determine the best way to meet the health care needs of those populations during numerous trips and facilitated discussions hosted. The care and concern among the stakeholders, decision makers and general public was obvious; it was just finding the right program to meet those needs. Without exception, stakeholders agreed that federal funding would help meet primary care needs in Sweetwater County. At that point, efforts turned to building support to obtain federal funding for a Community Health Center in Sweetwater.

A Health Center application is highly competitive and built on an urban definition of need, making it difficult to prove need in rural areas like Wyoming. It took two application cycles and much debate with federal officials to win the funding that was awarded in November, 2013. The Sweetwater Health Center opened on April 29, 2014 with a dedicated board and staff who quickly learned the HRSA 19 program

requirements and ways to run a successful clinic that turns no one away. Just a few months ago, HRSA reviewers came on-site to do a full program review. While there are some changes to make, HRSA stated their support for the program.

Currently, there are two grants, one state and one federal that will allow the Health Center to expand services. The Primary Care Support Program is state funded is the grant that needs your support and partnership. The federal grant would allow the Health Center to expand services to include substance abuse/addiction medicine to be provided to some of our patients. Sweetwater Health Center is eligible to apply for them and both grants are worthy and are competitive.

Primary Care Support Program

In March of 2011, Governor Mead signed legislation that funded the Primary Care Support Program. Included in this packet is the statute for your review. The goal was to increase access to care including increasing the number of federally funded Health Centers in Wyoming. The first \$1 million was granted out to four entities (see PCSA Grant Activities). One of those funded was the Powell Health Care Coalition who used the state money to help with grant writing and community assessment that successfully won the funding for Heritage Health Center. In the 2015 Legislature, an additional \$200,000 was added to the fund and those are the dollars that are being competed currently.

We know from the conversations around the county that the need for affordable dental care is high. That will be the focus of our application, to be awarded enough funding to renovate a portion of the clinic to allow for dental equipment. That equipment has already been donated, so only the modifications need to be done. The landlords have indicated their support by offering a fair price on the renovations. A dentist is willing to get dental open on a part-time basis and will mentor a full-time dentist as the practice grows. Because it is a competitive grant, we are not guaranteed success, but if we aren't able to apply we can guarantee failure.

Attached is a draft letter of support which we hope you will consider signing. Health Center board and staff will keep you updated on the possible award and anything else that you would like to know about our work. We truly appreciate your reconsideration and possible support.

August 18, 2015

Mrs. Keri Wagner
Office of Rural Health
Wyoming Department of Health
6101 Yellowstone Road
Cheyenne, WY 82002

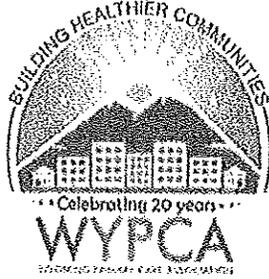
Dear Mrs. Wagner:

Today, the Sweetwater County Commissioners heard a request from the Sweetwater Community Health Center to support of a Primary Care Support Grant Program. The request was to use the state grant funds to remodel part of the clinic so that a dental suite can be opened. After careful consideration, the Sweetwater Board of County Commissioners agreed to write this letter of support.

Sweetwater County is the county of highest need for access to primary health care in the state, and the Sweetwater Community Health Center and Pharmacy is a welcome addition to help alleviate some of that unmet need. The addition of dental services is needed in our community and will help their goal of serving the health care needs of our community.

We wish them luck in their efforts to secure this funding. Please do not hesitate to contact the Sweetwater Board of County Commissioners should you need further information.

Sincerely,



Wyoming Community Health Centers

- The total of nine Health Center includes two Health Care for the Homeless programs in Casper and Cheyenne and the Migrant Health Program in Powell that were founded in the 1990's.
- In 2000, the Community Health Centers of Central Wyoming in Casper was funded and opened in partnership with the UW Family Practice Residency Program there.
- In 2005, Cheyenne Health and Wellness (now HealthWorks) opened.
- 2007 saw the opening of the Wind River Health Systems Health Center in Riverton Wyoming; that safety-net clinic is now known as Fremont Community Health Center, which is part of the Casper Health Center. The Dubois Clinic is also a satellite of the Casper Center.
- In 2011, the Evanston Community Health Center opened as a part of the Bear Lake Utah Community Health Center in Utah.
- The Sweetwater Community Health Center was funded in 2013 and opened its doors in April of 2014 to serve the largest county in the state.
- Also in 2014, the Education Health Center of Wyoming (name of the combined UW Family Practice Residencies) was designated as an FQHC Look-Alike meaning enhanced reimbursement from Medicare and Medicaid and requirement to meet all Community Health Center requirements.
- Altogether, Wyoming's Health Centers served an estimated 40,000 patients in 2014.
- Three of the Health Centers have been designated as Primary Care Medical Homes.
- All Health Centers are required to report into a national database call Uniform Data System; they are required to track patient quality and safety; Health Centers must compete for their funding every three years and they have at least one on-site visit every three years plus stringent reporting requirements in the financial, clinical and board governance areas.
- Health Centers are community based 501c3 organizations that are overseen by a board of directors, 51% of which must be consumers of the Health Center.



Grant Activities of the Primary Care Support Act (H.B. 49 in the 2011 General Session)

In early March, 2011, Governor Mead signed the Primary Care Support Act. This bill was Labor Health Committee sponsored to provide one-time funding for to either start a new Community Health Center (CHC) or Rural Health Clinic (RHC) or to support infrastructure of existing CHCs or RHCs on a one-time basis ---with the goal of increasing access to healthcare in Wyoming.

After rules and regulations were finalized, the Request for Proposal was announced in May and all of the funding available (\$1 million) was awarded in August of 2013 to four Wyoming entities. As grantees, the organizations are required to provide quarterly reporting for the three years of the project showing the success of their projects in increasing access along with quality improvement measures.

North Big Horn Hospital District in Lovell applied for the grant funds to provide care through their RHC to smaller communities in their region where people had to travel to Lovell to receive care. Part of their project was to purchase a medical van to reach outlying area. The van is now on the road and travels to Powell where the providers give routine health care to migrant workers; to job sites where they give flu shots and occupational health tests. The van also goes to smaller communities where they provide blood pressure checks and other chronic disease monitoring at Senior Centers.

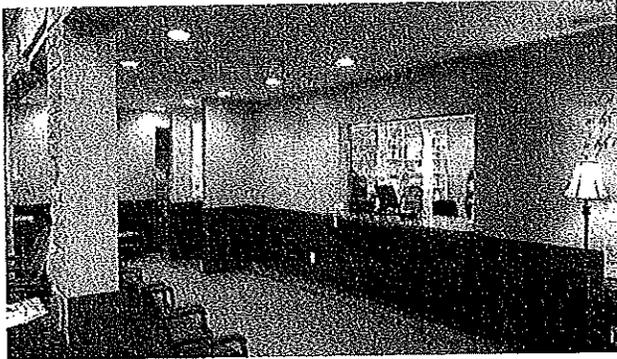


The North Big Horn Hospital District mobile van prepares to hit the road.

Powell Health Care Coalition received state grant funding to complete the work they had begun three years before; to gain federal funding for a new Community Health Center. Beginning as part of the Free Clinic in Powell, the organizers recognized that there were many more health care needs than the services they could provide being open one night a week with all volunteer providers. Through community meetings with key stakeholders, coalition members built awareness and support for the project and with the grant funding, the coalition applied for "New

Access Point" federal funding in late fall of 2014 and have been awarded that funding. The new Heritage Health Center will open in September of 2015 to meet the needs of Park County.

Evanston Community Health Center is a satellite clinic of Bear Lake Community Health Centers in Utah. The state grant funding is being used to add x-ray equipment and an autoclave, and to upgrade the entrance for handicap accessibility and remodel the medical portion of the health center to increase capacity and flow. Now completed, the health center will be in a position to provide additional critical services to patients who qualify for sliding fee scale payments. The Health Center will be able to provide access to comprehensive primary health care and pharmacy services to the underserved in Uinta County. Uinta County has 10.7% of the population living below the poverty level as per the U.S. Census Bureau 2007-2011 estimate. There are 3,115 or 16% uninsured individuals in Uinta County. Their quality improvement reports to the Office of Rural Health for the PCSP shows that the percentage of patients with blood pressure under 140/90 has increased significantly as well as our percentage of women receiving cervical cancer screening. They believe these improvements will continue as more exam rooms will increase the number of patients who can be seen.



Increased pharmacy space at the Evanston Community Health Center

Cheyenne Health and Wellness Center now HealthWorks. Cheyenne Health and Wellness Center (CHWC) requested funding to construct additional space in their current clinic location, which is in South Cheyenne. Constructed of metal, the building was originally a tack store. While it has been successfully adapted to become a medical facility, the incoming CEO has reviewed all possibilities to increase the size and configuration of the clinic. While they are still determining how to best meet the ongoing primary care, dental and mental health needs of their patients. HealthWorks continues to provide high quality, affordable care from their original location and the grant money has not been spent.

For more information, please contact Mary Lynne Shickich or Jan Cartwright at 307-632-5743 or e-mail to Marylynn@wypca.org or Jan@wypca.org

ORIGINAL HOUSE
BILL NO. 0049

ENGROSSED

ENROLLED ACT NO. 65, HOUSE OF REPRESENTATIVES
SIXTY-FIRST LEGISLATURE OF THE STATE OF WYOMING
2011 GENERAL SESSION

AN ACT relating to public health; creating a process for facilitating capital construction and start up costs for community health centers and rural health clinics; authorizing grants as specified; providing for a local match as specified; requiring reports; providing appropriations; providing a repeal date; and providing for an effective date.

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

Section 1. W.S. 9-2-127 is created to read:

9-2-127. Community health centers and rural health clinics; process for grants facilitating capital construction and start up costs; account established; grant criteria.

(a) There is created a process for grants facilitating capital construction and start up costs of community health centers and rural health clinics. The process shall be administered by the Wyoming department of health.

(b) The primary care support account is created. The account shall consist of those funds appropriated to the account by the legislature and all monies received from federal grants and other contributions, grants, gifts, transfers, bequests and donations to the account. The account is specifically empowered to accept grants, gifts, transfers, bequests and donations. Funds in the account are continuously appropriated to the department for the purpose of providing grants under subsections (c) and (d) of this section.

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BILL NO. 0049

ENROLLED ACT NO. 65, HOUSE OF REPRESENTATIVES

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2011 GENERAL SESSION

(c) The department shall establish by rule and regulation an application procedure and calendar for grants awarded under subsection (d) and adopt other rules as necessary to implement this section.

(d) The department shall provide grants, subject to the following:

(i) Before submission to the department, and following public notice and a hearing, the application shall be approved by the board of county commissioners for the county in which the community health center or rural health clinic is located or proposed to be located;

(ii) Grants may be made to community health centers and rural health clinics for one-time startup costs of a new center or clinic, for existing centers or clinics to expand the population served or initiate new services for existing or new centers or clinics to facilitate compliance with quality criteria. The grants shall be used for capital and start up expenses only and shall not be used for ongoing operating expenses;

(iii) Grants to any one (1) center or clinic shall not exceed one million dollars (\$1,000,000.00) of state funds;

(iv) Grant applications shall include evidence of a commitment of local matching funds of at least twenty-five percent (25%) of the state funds grant amount in cash, in kind or both;

(v) Centers or clinics awarded a grant shall provide services to the public regardless of the ability to pay;

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(vi) Grant applicants shall provide proof of designation as a rural health clinic or federally qualified community health center; and

(vii) Grants shall be awarded only if the applicant can demonstrate an operating plan that integrates health care services within the entire service community to promote accessibility and quality of care. The plan shall provide for integration enhancement through the use of the Medicare and Medicaid electronic health records program, the small rural hospital improvement program and other similar programs.

(e) A grant recipient under this section shall agree to provide health care services in an underserved community of the state, from among a list of communities developed by the department, for a period of at least three (3) years under the agreement. The recipient shall accept as its first priority and treat without reservation patients qualified under the Medical Assistance and Services Act, Title XVIII of the federal Social Security Act and the child health insurance program who seek medical care which the health care provider is qualified to provide.

(f) The department of health, office of rural health care, shall:

(i) Conduct outreach and education among persons, entities and groups interested in forming a community health center or rural health clinic and submitting a new access point grant application to the United States department of health and human services, health resources and services administration;

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(ii) Collect and maintain appropriate data regarding the primary care support program's effect on improvements in community and rural health.

(g) This section is repealed effective June 30, 2017.

Section 2.

(a) There is appropriated one million dollars (\$1,000,000.00) from the general fund to the primary care support account. This appropriation shall be for the period beginning with the effective date of this act. This appropriation shall only be expended for the purpose of grants to community health centers and rural health clinics pursuant to W.S. 9-2-127. Notwithstanding any other provision of law, this appropriation shall not be transferred or expended for any other purpose. Any unexpended monies in the account shall not revert but shall remain in the account to be expended for the purposes specified in this act.

(b) There is appropriated one hundred ten thousand dollars (\$110,000.00) from the general fund to the department of health. This appropriation shall be for the period beginning with the effective date of this act and ending June 30, 2012. This appropriation shall only be expended for the purpose of administering the program created pursuant to W.S. 9-2-127. Notwithstanding any other provision of law, this appropriation shall not be transferred or expended for any other purpose and any unexpended, unobligated funds remaining from this appropriation shall revert as provided by law on June 30, 2012.

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Section 3. This act is effective July 1, 2011.

(END)

Speaker of the House

President of the Senate

Governor

TIME APPROVED: _____

DATE APPROVED: _____

I hereby certify that this act originated in the House.

Chief Clerk