

Sally Shoemaker

From: Devon Brubaker <dbrubaker@rockspringsairport.com>
Sent: Wednesday, June 15, 2016 2:39 PM
To: Sally Shoemaker; Krisena Marchal - Grants; Shannon Lucero
Cc: James Schermetzler; Dale Davis - County Clerk
Subject: RE: Commissioners' Meeting June 21, 2016
Attachments: Commissioners Mtg. Request form 6-21-16.pdf; Commissioners Meeting Request form 6-21-16.pdf; FY17 MRG Summary.docx; SkyWest RKS Agreement JUL2016 - JUL2017.pdf

Sally,

There are two meeting requests attached to this email. They are in addition to the two FAA items that Krisena has submitted on our behalf.

The **1st Request** is for the FY17 Wyoming Department of Transportation Air Service Enhancement Program Grant. We will be presenting this agreement and also going over the attached summary (Word Document). Upon completion, we will be asking for a Motion to approve the grant agreement upon receipt from WYDOT and review of the County's legal counsel. Please note...we do not have this grant agreement in hand and will not have it until June 22nd, but it must be approved and signed by June 30th or else the County would be responsible for 100% of the Minimum Revenue Guarantee to SkyWest until the Agreement is in place. Dale and Jim should be up to speed on this as I have been including them in emails and have spoken with Jim extensively about this.

The **2nd Request** is the FY17 SkyWest Minimum Revenue Guarantee Agreement. We will be presenting the agreement and answering any questions that they may have. Jim has already reviewed this attached agreement. We will be asking for a motion to accept and approve this agreement and to authorize the Chairman to sign said agreement upon receipt of the Grant Agreement discussed above. Once again, this must be completed absolutely no later than June 30th or else we will not have air service.

I hope this clears everything up. If not, please call me on my cell at 307-705-7223 and we will get it figured out.

Have a great day!

Devon Brubaker, A.A.E.
Airport Manager



ROCK SPRINGS - SWEETWATER COUNTY AIRPORT
HWY 370 Bldg 382
PO Box 1987
Rock Springs, WY 82901

Office: (307) 352-6880 x102

Mobile: (307) 705-7223

Fax: (307) 352-6882

dbrubaker@rockspringsairport.com

From: Sally Shoemaker [mailto:shoemakers@sweet.wy.us]
Sent: Wednesday, June 15, 2016 1:11 PM
To: Krisena Marchal - Grants <marchalk@sweet.wy.us>; Shannon Lucero <slucero@rockspringsairport.com>
:: Devon Brubaker <dbrubaker@rockspringsairport.com>
Subject: RE: Commissioners' Meeting June 21, 2016

Yes, it appeared to me that they were duplications and therefore, I wanted to forward to Krisena just to make sure that I hadn't overlooked something. I was questioning the request for resolution as well as I didn't see any resolutions attached? Is this just the word choice that could be the confusion?

Thank you for clarifying in a timely manner while I complete the agenda.

Sally

From: Krisena Marchal - Grants
Sent: Wednesday, June 15, 2016 1:09 PM
To: Shannon Lucero
Cc: Devon Brubaker; Sally Shoemaker
Subject: Fwd: Commissioners' Meeting June 21, 2016

Shannon,
I wanted to make sure you received the email below that I had sent to you last night.

Sally forwarded your recent email to her with meeting requests that I believe are in duplication with two of the items I already prepared for the agenda. My phone is struggling to open the attachments so I'm not exactly sure.

so could you explain why you are mentioning Resolutions?

Please resend an email to Sally for any new items you want on the agenda that are not the Entitlement Transfer and Draft Grant Offer.

Thanks,
Krisena

Sent from my iPhone

Begin forwarded message:

From: Krisena Marchal - Grants <marchalk@sweet.wy.us>
Date: June 14, 2016 at 6:36:33 PM MDT
To: Devon Brubaker <dbrubaker@rockspringsairport.com>, Shannon Lucero <slucero@rockspringsairport.com>
Subject: Commissioners' Meeting June 21, 2016

Devon and Shannon,
I wanted to confirm that I have prepared and placed on the June 21, 2016 Commissioners' Meeting Agenda the Meeting Request Forms, summaries and documentation for the two items listed below, and that both Devon and I will be presenters. If you could obtain and email to me the Entitlement Transfer from Jackson Hole Airport that would be great although not mandatory. If you need anything else, please let me know. As a note, I will be out-of-town tomorrow but available via email.

Thanks,

Krisena

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

Phone 307.872.3888
Fax 307.872.3992
Cell 307.707.2960

From: Devon Brubaker [<mailto:dbrubaker@rockspringsairport.com>]
Sent: Friday, June 10, 2016 11:18 AM
To: James Schermetzler; vince_crow@rswy.net
Cc: Krisena Marchal - Grants
Subject: FAA Documents for Legal Review for Airport

James & Vince,

Please see the attached documents for your review. We will be at your respective governing bodies on the 21st to request approval on these as well as approval for signature upon receipt of the non-draft versions from the FAA. Please note that these agreements are all FAA Boiler Plate and we do not have the authority to change or for that matter negotiate the terms.

DRAFT Grant Offer RKS35 - This is the boiler plate grant agreement from the FAA. It is in Draft format as it can't be officially offered until all of the FAA Internal Processes are completed. We will be asking for a Motion to Accept this Grant Agreement and for the Chairman/Mayor to sign it upon receipt of the final document from the FAA.

Draft Rock Springs-Jackson FAA Form 5100-110 Entitlement Transfer - This approves the transfer of \$283,809 in RKS FAA Entitlement Funds to Jackson Hole Airport as a reimbursement for the same amount in which they have transferred to us to make the above FAA Grant Whole. This is needed due to the partial funding of the FAA in Washington. This is Draft form and once again we will be asking for a Motion to Approve this transfer and have the Chairman/Mayor sign upon receipt of the final document from the FAA.

Let me know if you have any comments, questions, or concerns.

Regards,

Devon Brubaker, A.A.E.
Airport Manager



HWY 370 Bldg 382
PO Box 1987
Rock Springs, WY 82901

Office: (307) 352-6880 x102

Mobile: (307) 705-7223

Fax: (307) 352-6882

dbrubaker@rockspringsairport.com

SWEETWATER COUNTY-SKYWEST REVENUE AGREEMENT

THIS SWEETWATER COUNTY-SKYWEST REVENUE AGREEMENT ("Agreement") made and entered into as of the ___ day of _____ 2016, by and between SkyWest Airlines, Inc., ("SkyWest Airlines") and the Sweetwater County Board of Commissioners ("County").

WITNESSETH

WHEREAS, SkyWest Airlines is a regional air transportation carrier serving the United States, Mexico, and Canada and will operate this service as United Express, a code-share partner with United Airlines.

WHEREAS, SkyWest Airlines agrees to provide scheduled air service between Rock Springs, Wyoming (RKS), and Denver, CO (DEN) on the terms and conditions set forth herein;

NOW, THEREFORE, for and in consideration of the above recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Scheduled Service. SkyWest Airlines shall provide scheduled service between Rock Springs and Denver, with the schedules in Exhibit A as an example of anticipated service (each flight segment scheduled for a single day is hereinafter referred to as a "Scheduled Flight" and all such flight segments are hereinafter referred to collectively as "Scheduled Flights"). Service will be provided with Canadair Regional Jet, CRJ-200 equipment.

SkyWest has full discretion in setting the schedule times and frequency of its flights, save that it will schedule no less than 13 roundtrips per week and one roundtrip per day, excluding major holidays and airport construction events. Such decisions will be based upon, but not limited to, aircraft, staff, crew, gate availability, demand, business necessity and weather and seasonal changes. Flights will be scheduled by SkyWest Airlines at reasonable times and will be posted in advance. Flight schedules are subject to change.

All travel covered by this agreement is subject to applicable tariffs and other rules and regulations.

2. Margin Requirement. County hereby guarantees that SkyWest Airlines shall attain a 10% margin for each calendar month and for the term of this Agreement as outlined in Exhibit B, subject to the caps and limitations set forth in Section 9 hereof and further subject to the terms and conditions from WYDOT as set out in Exhibit B which by this reference is incorporated herein.

3. Revenue Sharing. SkyWest Airlines receives prorated passenger revenues from United Airlines and other validating carriers for tickets sold on Scheduled Flights. For passengers who purchase a ticket that includes a segment beyond RKS-DEN, United and SkyWest and/or SkyWest and all other carriers will prorate the interline revenue. Revenue from Interline Travel will be prorated in accordance with the provisions of the Multilateral Prorate Agreement ("MPA"). For local RKS-DEN origin and destination passengers, "Revenue" shall mean actual revenues received by SkyWest Airlines for tickets purchased

by passengers in each calendar month for the Scheduled Flights and collectively during the term of this Agreement, less taxes and fees. All fares are those prevailing on date of ticket purchase. These revenues shall be aggregated and applied as set forth in Paragraphs 2 and 9.

4. Airline Employee Travel. All of United Airlines' and SkyWest Airlines' employee pass agreements are valid for these flights. No revenues attributable to employee travel shall be included within the definition of Revenues.

5. Fuel Costs. Fuel costs for purposes of subsidy calculation and total costs will be the actual fuel costs, including related fueling costs, taxes and fees associated with operating the scheduled service.

6. Term. The term of this agreement is 1 July, 2016, through 30 June, 2017.

7. Unconditional Termination Right. This agreement is subject to unilateral termination in the sole discretion of the County or SkyWest Airlines upon 90 days written notice by either party to the other in accordance with the Notice Provision of this agreement.

8. Conditional Termination Rights.

A. If the County fails to pay the amounts due to SkyWest Airlines hereunder within the time agreed, and such failure shall continue for 10 days after a demand for payment from SkyWest Airlines, then SkyWest Airlines shall have the right to terminate this Agreement upon five days written notice to the County.

B. If SkyWest Airlines does not achieve 10% margin for one quarter, then either Party may thereafter cancel this Agreement upon five days written notice to the other party.

C. This Agreement and SkyWest's operations hereunder are being conducted under SkyWest's code-share agreement with United Airlines. If United Airlines objects to such flights or impose any financial penalty or additional financial obligations on SkyWest Airlines as a result of this Agreement, or if United Airlines cancels its code share agreement with SkyWest Airlines or amends it in any way which prohibits or unreasonably restricts, in SkyWest's sole judgment, SkyWest Airlines from flying these flights under its code share agreement with United Airlines, or if United Airlines adds additional financial obligations on SkyWest Airlines as a condition of allowing such flights, then SkyWest Airlines shall have the right to terminate this Agreement upon five days written notice to Agency.

9. Payment of Subsidy. SkyWest Airlines completes its accounting for each month approximately two to three weeks after the close of the month. Soon after this occurs, a statement will be sent to the County which shall show the final revenues and costs for the preceding calendar month. The statement will show all calculations for the subsidy, including revenue and costs. Total costs are the sum of non-fuel costs and fuel costs. Fuel cost calculations are outlined in section 5 of this agreement. Non-fuel costs shall be calculated by multiplying the block hours associated with the market by the following cost per hourly rate of \$2,559 for the CRJ 200. The rate includes the 10% margin and all non-fuel costs. Each quarter the amounts will be summarized with the total costs (non-fuel and fuel costs) and revenues in an invoice. To the extent the County owes SkyWest Airlines a subsidy for such quarter, it shall pay to SkyWest Airlines, within 60 days of receipt of approval from Wyoming Department of Transportation as

evidenced by receipt of payment of its portion as referred in Exhibit B, the full amount owed. To the extent SkyWest Airlines' revenues for such calendar month were greater than the total costs for the month, the County shall have no payment obligation to SkyWest Airlines for such month. At the end of the term of this Agreement, SkyWest shall prepare a report to the County showing total revenues, and total costs for the term of this Agreement. In no event shall the County be obligated to pay SkyWest Airlines an annualized amount in excess of \$1,613,341.

10. Audit Rights. SkyWest Airlines' calculation of the total amount due shall be binding and conclusive subject to paragraph 7 above, provided that the County shall have the right upon reasonable notice, to examine the business records of SkyWest Airlines relating to such calculation and to dispute the amount within thirty (30) days of such examination. Such audit must be conducted no later than six months after the end of the term of this Agreement. If any audit indicates a discrepancy, such amounts shall be promptly paid to the applicable party, subject to SkyWest Airlines' right to dispute the audit results. Any such audit shall not unreasonably interfere with the day-to-day operations of SkyWest Airlines or any of its employees. The County and its auditors will be required to enter confidentiality and nondisclosure agreements prior to reviewing SkyWest's business records, subject to disclosure in accordance with law.

11. Reports. Within sixty (60) days of the end of each month, SkyWest Airlines shall provide the following information by non-directional route and total:

- Total revenue passengers
- Revenue
- Average fare
- Flights operated
- Block hours

During the term of this Agreement, SkyWest Airlines shall provide additional information, as reasonably requested by the County, to determine the amount of subsidy likely to be required per the terms of this Agreement. The financial information given to the County shall be confidential and shall not be disclosed to the public.

12. Entire Agreement. This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof. This Agreement may be modified or amended only by writing signed by the party against whom enforcement of the modification or amendment is sought.

13. No Assumption of Liability. The County and all affiliated entities hereby disclaim any and all liability to passengers or other third parties associated with SkyWest operations. Such liability is solely the responsibility of SkyWest Airlines and this Agreement may not be construed as an assumption of liability on the part of the County. This does not include liability for airport operations or operations not controlled by SkyWest.

14. Best Efforts in Promotional Activities. The county agrees that it will use commercially reasonable efforts to promote the scheduled flights in such a way as to maximize the public awareness of the availability of the scheduled flights.

15. Governing Law. The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties, and the venue shall be the State or federal courts located in Wyoming. The parties acknowledge and agree that this subsection does not waive, limit or otherwise affect or reduce the full operation and effect of the provision in this Agreement relating to the State's and the County's full retention of all rights of sovereign immunity.

16. Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given (i) when delivered personally, (ii) when received by the addressee, if sent by Express Mail, Federal Express or other express delivery service (receipt requested), or (iii) three business days after being sent by registered or certified mail, return receipt requested, in each case to the other party at the following addresses (or to such other address for a party as shall be specified by like notice; provided that notices of a change of address shall be effective only upon receipt thereof):

If to SkyWest, then to:
SkyWest Airlines, Inc.
444 South River Rd
St. George, UT 84790
Attn: Greg Atkin

If to the County, then to:
Sweetwater County Commission
80 West Flaming Gorge Way, Suite 109
Green River, Wyoming 82935
Attn: Wally Johnson
307-872-3890

17. Counterparts. This Agreement is comprised of 9 typed pages including exhibits and may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed by facsimile signatures, each of which will be deemed an original.

18. Mutual Understandings. This Agreement has been freely and fairly negotiated by the parties hereto and each party has been provided the opportunity to have the Agreement reviewed by legal counsel of its choice and to modify the terms hereof and, therefore, this Agreement shall be construed and interpreted without any presumption, or other rule, requiring construction or interpretation against the interest of the party causing this Agreement to be drafted. This Agreement embodies the entire understanding between the parties and supersedes and cancels all prior understandings and agreements, whether oral or written.

19. Attorney's Fees. In the event that a dispute arises between the parties concerning this agreement, the parties shall make good faith efforts to resolve the matter without resorting to litigation and incurring legal fees. If, however, a resolution cannot be reached and the parties engage attorneys

and resort to the state or federal courts for redress, the prevailing party in such action shall be entitled to recover its costs, including reasonable attorney's fees, of pursuing or defending any such action.

20. Force Majeure. Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the non-performing party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, unusually severe weather, breakdowns in aircraft or availability of parts, strikes or labor disruptions or other causes which prevent SkyWest Airlines from flying the Scheduled Flights. The obligation to pay money is not subject to the provisions of this Section 22.

21. Assignment/Contract Not Used as Collateral. Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Agreement without the prior written consent of the other party.

22. Availability of Funds. Each payment obligation of the County is conditioned upon the availability of government funds that are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed by SkyWest Airlines, this Agreement may be terminated by the County at the end of the period for which the funds are available. The County shall notify SkyWest Airlines at the earliest possible time of the services that will or may be affected by a shortage of funds. No penalty shall accrue to the County in the event this provision is exercised, and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit the County to terminate this Agreement to acquire similar services from another party nor relieve the County from payment responsibility for services that have been provided under this Agreement.

23. Award of Related Contracts. The County may undertake or award supplemental or successor contracts for work related to this Agreement. If such contracts create competitive air services that negatively affects SkyWest Airlines' load factors, SkyWest Airlines may seek a higher subsidy or immediately cancel this Agreement.

24. Independent Contractor. SkyWest Airlines shall function as an independent contractor for the purposes of this Agreement, and shall not be considered an employee of the State of Wyoming for any purpose. SkyWest Airlines shall assume sole responsibility for any debts or liabilities that may be incurred by SkyWest Airlines in fulfilling the terms of this Agreement, and shall be solely responsible for the payment of all federal, state and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing SkyWest Airlines or its agents and/or employees to act as an agent or representative for or on behalf of the State of Wyoming or the County, or to incur any obligation of any kind on the behalf of the State of Wyoming or the County. SkyWest Airlines agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to the State of Wyoming employees will inure to the benefit of SkyWest Airlines or SkyWest Airlines' agents and/or employees as a result of Agreement.

25. Kickbacks. SkyWest Airlines certifies and warrants that no gratuities, kickbacks or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts or other

considerations made contingent upon the award of this Agreement. If SkyWest Airlines breaches or violates this warranty, the County may, at its discretion, terminate this Agreement without liability to the County, or deduct from this Agreement price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage or contingency fee.

26. Sovereign Immunity. Except for the breach of this Agreement, the State of Wyoming and the County do not waive sovereign immunity by entering into this Agreement, except to the extent necessary for the parties to pursue a contract action to clarify or enforce the written terms of this Agreement. In all other situations, the State of Wyoming and the County specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a), and all other state law. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity.

27. Compliance with Laws. SkyWest Airlines shall comply with all applicable federal, state and local laws and regulations in the performance of this Agreement.

28. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of third party beneficiary and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused their undersigned, duly authorized representatives to execute this Agreement as of the day and year first above written.

SKYWEST AIRLINES, INC.

By: _____ Date _____

Greg Atkin
Managing Director – Market Development

Sweetwater County Commission

By: _____ Date _____

Wally Johnson
Chairperson

Attest: _____ Date _____

Dale Davis
County Clerk

EXHIBIT A

Scheduled Service between:

Rock Springs Airport / Denver International Airport.

Sunday – Friday Schedule:

TO:	FROM:	DEPARTURE:	ARRIVAL:
RKS	DEN	06:00	07:13
DEN	RKS	15:50	16:59
RKS	DEN	17:25	18:36
DEN	RKS	19:00	20:12

Saturday Schedule:

TO:	FROM:	DEPARTURE:	ARRIVAL:
RKS	DEN	06:00	07:12
DEN	RKS	19:09	20:17

Note: Schedule is approximate and subject to change.

EXHIBIT B

CRJ-200 Rate Table

	2016/2017 Forecast			2016/2017 Forecast			Expected Subsidy
	Passengers	Revenue	Avg. \$	BH	BH Cost (\$2559)	Fuel @ \$2.60/gal	
JUL	3,336	\$ 390,815	\$ 117.15	128.3	\$ 328,192	\$ 149,719	\$ 87,096
AUG	3,011	\$ 338,371	\$ 111.27	122.6	\$ 313,759	\$ 143,135	\$ 118,523
SEP	2,858	\$ 341,761	\$ 119.58	109.4	\$ 279,903	\$ 127,690	\$ 65,833
OCT	2,979	\$ 336,066	\$ 112.81	122.4	\$ 313,298	\$ 142,925	\$ 120,157
NOV	2,849	\$ 329,429	\$ 115.63	124.1	\$ 317,572	\$ 144,874	\$ 133,017
DEC	3,047	\$ 334,811	\$ 109.88	132.0	\$ 337,660	\$ 154,038	\$ 156,887
JAN	2,577	\$ 299,841	\$ 116.35	129.1	\$ 330,367	\$ 150,711	\$ 181,237
FEB	2,420	\$ 278,084	\$ 114.91	117.6	\$ 300,964	\$ 137,298	\$ 160,178
MAR	2,674	\$ 309,175	\$ 115.62	114.0	\$ 291,726	\$ 133,084	\$ 115,634
APR	2,484	\$ 283,397	\$ 114.09	123.7	\$ 316,574	\$ 144,419	\$ 177,596
MAY	2,916	\$ 310,663	\$ 106.54	124.9	\$ 319,619	\$ 145,808	\$ 154,764
JUN	2,943	\$ 320,587	\$ 108.93	124.3	\$ 317,956	\$ 145,049	\$ 142,418
	34,124	\$3,873,001	\$ 114	1472.29	\$ 3,767,590	\$ 1,718,751	\$ 1,613,341

BOARD OF COUNTY COMMISSIONERS

MEETING REQUEST FORM

Meeting Date Requested: June 21, 2016	Presenters Name: Mike Lowell, Sheriff; Garry McLean
Department or Organization: Sheriff's / Human Resources	Contact Phone and E-mail: 922-5301; 872-3910
Exact Wording for Agenda: Request to replace vacant position 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:	

INSTRUCTIONS:

- 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 must accompany the meeting request form by Wednesday at 12:00 p.m. prior to the scheduled meeting date. ***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 Action	
Approved _____	Date: 6/21/2016
Denied _____	
Full time _____	# Hours (if part time) _____
Part time _____	Delay restaffing until (month) _____
Restaff immediately	

Board Meeting Date: 6/21/2016
 Department: Sheriff's Office - Detention Center
 Position: Control Room Worker
 Vacancy Date: 6/4/2016

Reason for vacancy: Employee Resignation
 Department Request: To Restaff position immediately, in a full time capacity with full benefits
 Anticipated Re-staff Date: 7/1/2016

	Monthly										
	Position	Hire Date	Salary	Retirement	Health Insurance	LTD	FICA	Workers Compensation	Total benefits	Total cost of employment (salary + benefits)	Annual Cost of employment
Detention Control Worker (2 months; Grade 9, step 2 rate of pay)		4/25/2016	\$ 2,850.87	\$ 473.81	\$ 635.01	\$ 10.26	\$ 218.09	\$ 56.45	\$ 1,393.63	\$ 4,244.50	\$ 50,933.96
Anticipated Costs to restaff Position Vacancy		7/1/2016	\$ 2,850.87	\$ 473.81	\$ 1,948.14	\$ 10.26	\$ 218.09	\$ 56.45	\$ 2,706.76	\$ 5,557.63	\$ 66,691.52
Net Difference (savings)			\$ -	\$ -	\$ 1,313.13	\$ -	\$ -	\$ -	\$ 1,313.13	\$ 1,313.13	\$ 15,757.56

NOTES

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

[Signature]

Reviewed by HR Representative (signature)

[Signature]

Reviewed by Department Head/Elected Official (signature)

Date: 6-15-16

Date:

Date: 6-15-16

Date:

Commission Chair (signature)

Date:

Sally Shoemaker

From: Brenda Rael - Sweetwater County Human Resources Department
Sent: Wednesday, June 15, 2016 10:17 AM
To: Sally Shoemaker
Subject: SO request for meeting
Attachments: 2016.06.21 SO request to Restaff cost summary.pdf; 2016.06.21 Sheriff request for meeting.pdf

Sally,

Please find attached the Sheriff's request to be on the agenda to request to replace a vacancy in the Detention Center.

Thanks!

Brenda

Brenda Rael
Sweetwater County
Human Resources Specialist
Office: 307-872-3912
Fax: 307-872-3996
e-mail: raelb@sweet.wy.us

BOARD OF COUNTY COMMISSIONERS

MEETING REQUEST FORM

Meeting Date Requested: June 21, 2016	Presenters Name: Tim Knight; Garry McLean
Department or Organization: IT / Human Resources	Contact Phone and E-mail: 872-3957; 872-3910
Exact Wording for Agenda: Request to replace vacant position in Information Technology	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:	

INSTRUCTIONS:

- 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 must accompany the meeting request form by Wednesday at 12:00 p.m. prior to the scheduled meeting date. *****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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- 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.
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- If a request to be placed on an agenda is received **AFTER** the deadline, you will be considered for the next meeting date.
- No handout will be received during a meeting in session.

Sweetwater County
Request to Restaff Vacant Position

Board Meeting Date: 6/21/2016
Department: Information Technology
Position: Assistant Network Administrator
Vacancy Date: 6/3/2016
Reason for vacancy: Employee Resignation

Department Request: To Restaff position immediately, in a full time capacity with full benefits
Anticipated Re-staff Date: 8/1/2016

Approved	Date: 6/21/2016
Denied	
Full time	
Part time	# Hours (if part time)
Restaff immediately	Delay restaffing until (month)

Position	Hire Date	Salary	Monthly					Total cost of employment (salary + benefits)	Annual Cost of employment	
			Retirement	Health Insurance	LTD	FICA	Workers Compensation			
Information Technology Support Specialist (Grade 20, step 2 ; 1.5 years)	1/26/2015	\$ 5,022.12	\$ 797.01	\$ 635.01	\$ 18.08	\$ 384.19	\$ 99.44	\$ 1,933.73	\$ 6,955.85	\$ 83,470.20
Assistant Network Administrator (Grade 20, step 2)	8/1/2016	\$ 5,022.12	\$ 797.01	\$ 1,948.14	\$ 18.08	\$ 384.19	\$ 99.44	\$ 3,246.86	\$ 8,268.98	\$ 99,227.76
Net Difference (savings)		\$ -	\$ -	\$ 1,313.13	\$ -	\$ -	\$ -	\$ 1,313.13	\$ 1,313.13	\$ 15,757.56

NOTES

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


 Reviewed by HR Representative (signature)


 Reviewed by Department Head/ Elected Official (signature)

Date: 6/15/16
 Date: 6/14/16
 Date:

Commission Chair (signature)

Sally Shoemaker

From: Brenda Rael - Sweetwater County Human Resources Department
Sent: Wednesday, June 15, 2016 10:19 AM
To: Sally Shoemaker
Subject: IT request for meeting
Attachments: 2016.06.21 IT request to restaff cost summary.pdf; 2016.06.21 IT request for meeting.pdf

Sally,

Please find attached the Tim Knight's request to be on the agenda to request to replace a vacancy in the IT.

Thanks!

Brenda

Brenda Rael
Sweetwater County
Human Resources Specialist
Office: 307-872-3912
Fax: 307-872-3996
e-mail: raelb@sweet.wy.us

BOARD OF COUNTY COMMISSIONERS

MEETING REQUEST FORM

Meeting Date Requested: June 21, 2016	Presenters Name: Karen Bailey/ Garry McLean
Department or Organization: Custodial / Human Resources	Contact Phone and E-mail: 872-3957; 872-3910
Exact Wording for Agenda: Request to replace vacant position in Custodial Dept.	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:	

INSTRUCTIONS:

- 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 must accompany the meeting request form by Wednesday at 12:00 p.m. prior to the scheduled meeting date. *****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.

Request to Restaff Vacant Position

Board Meeting Date: 6/21/2016
 Department: Custodial
 Position: Custodian
 Vacancy Date: 6/13/2016
 Reason for vacancy: resignation
 Department Request: benefits (29 hours per week)
 Anticipated Re-staff Date 7/1/2016

To Restaff position immediately, in a PART TIME capacity with PT

Approved _____ Date: 6/21/2016
 Denied _____
 Full time _____
 Part time _____
 # Hours (if part time) _____
 Delay restaffing until (month) _____
 Restaff immediately _____

	Position	Hire Date	Monthly				Total cost of employment (salary + benefits)	Annual Cost of employment
			Salary	Retirement	FICA	Workers Compensation		
Current costs for Facilities Employee	Custodian (6 months, Grade 8, step 2 rate of pay)	5/1/2015	\$ 2,027.50	\$ 169.70	\$ 155.10	\$ 40.14	\$ 2,392.45	\$ 28,709.40
Anticipated Costs to restaff Position Vacancy	Custodian Grade 8, step 1 rate of pay)	7/15/2016	\$ 1,968.46	\$ 164.76	\$ 150.59	\$ 38.98	\$ 2,322.78	\$ 27,873.39
Net Difference (savings)			\$ (59.04)	\$ -	\$ (4.52)	\$ (1.17)	\$ (69.67)	\$ (836.01)

NOTES

Part time employees not eligible for Health insurance, or retirement

[Signature]
 Reviewed by HR Representative (signature)
 Date: 6-15-16

[Signature]
 Reviewed by Department Head/ Elected Official (signature)
 Date: 6-15-16

 Commission Chair (signature)
 Date: _____

Sally Shoemaker

From: Brenda Rael - Sweetwater County Human Resources Department
Sent: Wednesday, June 15, 2016 10:27 AM
To: Sally Shoemaker
Subject: Custodial request for meeting
Attachments: 2016.06.21 Custodial request to restaff cost summary.pdf; 2016.06.21 Custodial request for meeting.pdf

Sally,

Please find attached the Karen Bailey's request to be on the agenda to request to replace a vacancy in the Custodial Dept.

Thanks!

Brenda

Brenda Rael
Sweetwater County
Human Resources Specialist
Office: 307-872-3912
Fax: 307-872-3996
E-mail: raelb@sweet.wy.us

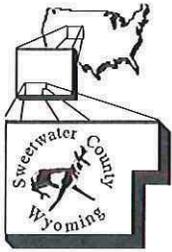
BOARD OF COUNTY COMMISSIONERS

MEETING REQUEST FORM

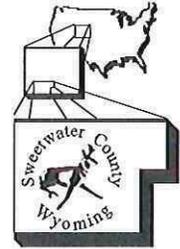
Meeting Date Requested: June 21, 2016	Presenters Name: Garry McLean
Department or Organization: Human Resources	Contact Phone and E-mail: 872-3910
Exact Wording for Agenda: Approval of Stop Loss contract	Preference of Placement on Agenda & Amount of Time Requested for Presentation: 10 min
Will there be Handouts? (If yes, include with meeting request form) yes	Will handouts require SIGNATURES: yes
Additional Information:	

INSTRUCTIONS:

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Sweetwater County Department of Human Resources



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

E-MAIL: swchr@sweet.wy.us

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

MEMORANDUM

To: Board of County Commissioners
From: Garry McLean, HR Director *GM*
Date: 6/15/2016
RE: **Health Insurance Stop/Loss Provider**

For the past few weeks, the County's health insurance consultants have been working to obtain stop/loss bids. This process has been challenging. As you know, the health insurance program had some very large claims this year, which cause stop/loss underwriters to balk at taking risks with stop/loss rates. As such, we were faced with significant stop/loss rate increases.

The other challenge was our direction to Diversified to see if we could obtain an eighteen (18) month stop/loss agreement, such that we could move the plan to a calendar year, rather than fiscal year renewal. The plan was originally moved to a fiscal year to aid with more accurate budgeting and while this has been helpful, it causes a lot of problems due to the constraints of the budget time frame. The fiscal year renewal is also confusing to employees in that the deductibles and FSA and new HSA limits all reset on the calendar year. Therefore, by changing open enrollment to the calendar year, we can allow more time for insurance consideration, free from the budget time constraints, while also synchronizing the deductible, HAS and FSA plan years with open enrollment, making the plan more manageable for employees.

With these challenges, the only stop/loss provider able to provide favorable rates and allow us to move to calendar year enrollment was UnitedHealthcare – BP. Essentially, the BP quote gives us reduced rates (e.g., \$25.34 pepm currently to \$20.43 pepm) through December of 2016. Then the BP provides a rate guarantee through December 2017 with an 14.87 % stop/loss rate increase.

For these reasons, I am recommending the Board to accept the BP proposal and authorize the chairman to sign the final stop/loss contract.

UnitedHealthcare - BP

Proposal Qualifications

Group Name: Sweetwater County

This proposal will not be considered firm until all additional requirements, disclosure requirements, and other qualifications have been received and approved by UHC-BP. This proposal is based on the data submitted, plus other information furnished relevant to underwriting the risk, including statistics with reference to premiums paid and claims incurred with the present carrier. UHC-BP will not be bound by any typographical errors contained herein. Subject to the qualifications below, the proposal is valid for the stated effective date provided a signed application (if applicable) is received, and deposit premium on new groups arrives before the expiration date on page 1.

Other Qualifications

Step-Down Deductible Requirement

This quote assumes acceptance of the OptumHealth Care Solution network, access includes the Centers of Excellence Networks. With a pre-qualified service at an OptumHealth Transplant Center of Excellence Network Facility, the covered person's specific deductible will be reduced by 15% during the policy period the benefit is paid by the Plan. Not applicable to lasered individuals.

UHC-BP Pays as UMR Pays - Enhanced Accelerated Reimbursement.

Accelerated Reimbursement is a process in which the stop loss carrier will expedite the eligible claim reimbursement to a group when an individual exceeds the Individual Specific Deductible and Aggregating Specific Deductible, if applicable. Claim requests are paid prior to any audits. In the case of any overpayment steps will be taken to recover.

Lock-in

A rate lock-in will be considered upon receipt of complete monthly paid claims, enrollment, large claim reports, and disclosure statement (see Disclosure Qualifications). Please provide claim data through (DATE) by (DATE) for lock-in consideration. After review of this data, a final/firm proposal will be released with an expiration date of 10 business days.

Independent Review Organization - Claim Appeals

Claim appeals approved by an Independent Review Organization (IRO) as provided in the Patient Protection and Affordable Care Act (PPACA) will be reimbursed according to the terms and conditions of the Excess Loss Policy.

Experience Refund

Groups may be eligible to receive an experience refund of up to 15% of the Specific Stop Loss premium.

Proposal Qualifications

X Retirees Covered - Post 65

X Quote is subject to receipt of completed Disclosure Statement and our acceptance of the same.

X Underwriting reserves the right to change the terms and/or the conditions of coverage when the participation varies by more than 10% and/or whenever plan or network changes occur.

X 75% minimum participation is required unless specifically approved by underwriting.

X Plan needs to include utilization review, large case management, precertification and transplant network - Without these products the specific rates may increase.

X Stop-loss coverage is for non-occupational injuries and illnesses.

X Government surcharges, pool charges, covered lives assessments, and PPO access fees are not covered by the Excess Loss Policy.

X Actively at work provision for employee and non-confinement provision for dependent(s) waived subject to disclosure.

Plan Assumptions

X Assumes continuation of the current plan design, unless otherwise noted, using the network indicated on page 1.

Disclosure Qualifications - (Disclosure Form will be provided)

X We will require updated diagnosis and prognosis including anticipated treatment and estimated costs for any claim exceeding 50% of the specific level as well as details on any individual on a transplant waiting list.

X Pending claim report.

X Known confinements that have not yet generated a bill.

X Subrogated or denied claims.

X Quote is contingent on receipt/review of precertifications for more than three days during the past 6 months.

X All claimants reported in the request for proposal as being "deceased", "terminated", "waived", and "not covered" are excluded from stop-loss coverage.

X Quote is subject to receipt of completed Disclosure Statement and our acceptance of the same.

If we later learn of any material inaccuracy in such information, or failure or refusal to disclose any such information, including all claims or possible claims which you would know about, we may reject a claim to which such information applies, reject the application change the terms, conditions, premiums or void coverage.

UnitedHealthcare - BP

Proposed Schedule - Excess Loss Coverage
United HealthCare Insurance Company

Group Name:	<u>Sweetwater County</u>	Effective Date of Proposal:	<u>7/1/2016</u>
Original Proposal Prepared:	<u>5/9/2016</u>	Expiration Date of Proposal:	<u>7/1/2016</u>
Revision Date:	<u>6/10/2016</u>	Administrator of the Plan:	<u>UMR</u>
Underwriter:	<u>Beth Laurinitis 860-803-5435</u>	Network of Plan:	<u>UnitedHealthcare Options PPO</u>

A. SPECIFIC (INDIVIDUAL) EXCESS LOSS COVERAGE:

		7/1/2016 to 1/1/2017			1/1/2017 to 1/1/2018		
Specific Deductible per covered person :		<u>\$150,000</u>	<u>\$175,000</u>	<u>\$200,000</u>	<u>\$150,000</u>	<u>\$175,000</u>	<u>\$200,000</u>
Lifetime Amount per covered person:		<u>UNLIMITED</u>	<u>UNLIMITED</u>	<u>UNLIMITED</u>	<u>UNLIMITED</u>	<u>UNLIMITED</u>	<u>UNLIMITED</u>
Contract Basis:		<u>12/15</u>	<u>12/15</u>	<u>12/15</u>	<u>12/15</u>	<u>12/15</u>	<u>12/15</u>
Monthly Premium Rates:	<u># Units</u>						
	<u>Single</u>	<u>\$20.43</u>	<u>\$16.63</u>	<u>\$14.33</u>	<u>\$39.00</u>	<u>\$31.76</u>	<u>\$27.36</u>
	<u>Family</u>	<u>\$45.60</u>	<u>\$37.13</u>	<u>\$31.98</u>	<u>\$87.06</u>	<u>\$70.88</u>	<u>\$61.06</u>
	<u>Annual</u>	<u>\$206,927</u>	<u>\$168,461</u>	<u>\$145,131</u>	<u>\$376,230</u>	<u>\$306,330</u>	<u>\$263,875</u>
	<u>Total</u>						
	<u>504</u>						

Separate Deductible: \$275,000 in the event of a transplant - [REDACTED]

Run-in limit per person:	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
Covered Benefits under Specific:	<u>Medical Yes</u>	<u>RX Yes</u>	

- Step-Down Deductible - with pre-qualified service at an OptumHealth Transplant Centers of Excellence Network Facility a 15% step down may apply/see page 2.
- Common Accident Provision included at no cost. (Not available in Wisconsin due to state regulation.)
- Specific Accommodation Reimbursement (12 months) is included at no cost.
- UHC-BP Pays as UMR Pays - Enhanced Accelerated Reimbursement see page 2.
- Rate Lock-In see page 2.
- Independent Review Organization Coverage for Claim Appeals see page 2.
- Experience Refund is included at no cost.

- B. AGGREGATE EXCESS LOSS COVERAGE: N/A
- C. COMMISSIONS: 0%
- D. PROPOSAL QUALIFICATIONS are shown on page 2.



GROUP: Sweetwater County
EFFECTIVE DATE: July 1, 2016
CONTRACT PERIOD: 7/1/2016 through 6/30/2017 (12 months)

SPECIFIC STOP LOSS	Current	Renewal	Option 1	Option 2
CARRIER:	HCC	HCC	Voya	BP
Carrier Rating:	A	A	A	A+
TPA:	UMR	UMR	UMR	UMR
PPO Network:	Choice Plus UHC	Choice Plus UHC	Choice Plus UHC	Choice Plus UHC
UR Vendor:	UMR	UMR	UMR	UMR
Specific Benefits Included:	Med + Rx	Med + Rx	Med + Rx	Med + Rx
Plan Lifetime Maximum:	Unlimited	Unlimited	Unlimited	Unlimited
Specific Lifetime Maximum Reimbursement:	Unlimited	Unlimited	Unlimited	Unlimited
Specific Deductible:	\$ 150,000			150,000
Specific Contract:				
228	EE Only \$ 25.34 \$ 38.01	12/15	12/15	12/15
280	Family \$ 77.88 \$ 116.82			
508	Composite \$ 54.30 \$ 81.45			
Monthly Specific Premium	\$ 27,583.92 \$ 41,375.88			
Annual Specific Premium	\$ 331,007.04 \$ 496,510.56			
% Difference		50.00%	18.45%	14.87%

Disclosure Status Firm Offer
Lasers Firm Offer
No New Lasers at Renewal One Claimant @ \$275k
Experience Refund Includes VOYA's>NNL ~50% Rate Cap
 Includes BP's>NNL +50% Rate Cap
 Eligible for an experience refund up to 15% of premium

EFFECTIVE DATE: July 1, 2016
CONTRACT PERIOD: 7/1/2016 through 12/31/2016 (6 months)

SPECIFIC STOP LOSS	Current	6 Month Renewal	Option 1	Option 2
CARRIER:	HCC	HCC	Voya	BP
Carrier Rating:	A	A	A	A+
TPA:	UMR	UMR	UMR	UMR
PPO Network:	Choice Plus UHC	Choice Plus UHC	Choice Plus UHC	Choice Plus UHC
UR Vendor:	UMR	UMR	UMR	UMR
Specific Benefits Included:	Med + Rx	Med + Rx	Med + Rx	Med + Rx
Plan Lifetime Maximum:	Unlimited	Unlimited	Unlimited	Unlimited
Specific Lifetime Maximum Reimbursement:	Unlimited	Unlimited	Unlimited	Unlimited
Specific Deductible:	\$ 150,000			150,000
Specific Contract:				
228	EE Only \$ 25.34 \$ 21.12	12/15	12/15	12/15
280	Family \$ 77.88 \$ 62.70			
508	Composite \$ 54.30 \$ 44.04			
Monthly Specific Premium	\$ 27,583.92 \$ 22,371.36			
Annual Specific Premium	\$ 331,007.04 \$ 268,456.32			
% Difference		-18.90%	-20.64%	-36.83%

Disclosure Status Firm Offer
Lasers Firm Offer
No New Lasers at Renewal One Claimant @ \$500K
Experience Refund Includes VOYA's>NNL +50% Rate Cap
 Includes BP's>NNL +50% Rate Cap
 Eligible for an experience refund up to 15% of premium

Sally Shoemaker

From: Brenda Rael - Sweetwater County Human Resources Department
Sent: Wednesday, June 15, 2016 10:30 AM
To: Sally Shoemaker
Subject: HR request for meeting - Stop Loss
Attachments: 2016.06.21 HR request for meeting - Stop Loss.pdf

Sally,

Please find attached Garry's request for meeting to request approval of the Stop loss contract. He is working on a memo right now. I will send as soon as it is done.

Thanks!
B

Brenda Rael
Sweetwater County
Human Resources Specialist
Office: 307-872-3912
Fax: 307-872-3996
e-mail: raelb@sweet.wy.us

BOARD OF COUNTY COMMISSIONERS

MEETING REQUEST FORM

Meeting Date Requested: 6/21/2015	Presenters Name: Garry McLean
Department or Organization: Human Resources	Contact Phone and E-mail: 307-872-3910
Exact Wording for Agenda: Voluntary Separation Program	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:	

INSTRUCTIONS:

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SWEETWATER C·O·U·N·T·Y

POLICIES AND PROCEDURES FOR THE SWEETWATER COUNTY VOLUNTARY SEPARATION PROGRAM

- I. **Purpose:** Sweetwater County, like the rest of the State and, indeed the nation, expects to realize a significant decrease in revenue beginning in Fiscal Year 2016-17, with continued decreases for the next several budget years. This reduction in revenue needs to be addressed by managing costs within the County. The single largest cost category within the Sweetwater County budget is personnel. Including salary and benefit costs.

As such, the purpose of this program is to provide a one-time financial incentive for employees to voluntarily resign their jobs during the eligibility period of the program, thus allowing Sweetwater County to downsize the workforce, reduce costs and to create opportunities to reorganize operations. If the needed staffing reductions can be achieved through this program, a reduction in force (RIF) will not be necessary. Otherwise, following the voluntary separation program, certain positions within the County may be involuntarily eliminated. This document articulates how the Voluntary Separation Program (VSP) shall work.

- II. **Eligibility:** All full-time and part-time employees of Sweetwater County Government are eligible for this program, provided that the appointing elected official or board is committed and agrees not to restaff the resultant vacant position. Employees of the various component units of the County (e.g., Museum, Events Complex, Southwest Counseling, Recreation Department, and Library) are not eligible for this VSP, but may be eligible under similar programs that may be offered by their respective and sovereign boards.
- II. **Voluntary Separation Program Benefit:** For eligible full-time and part-time employees, the Sweetwater County Board of County Commissioners is offering a one-time Voluntary Separation benefit in an amount equal to **30.00 %** of the employee's gross annual salary if any eligible employee chooses to voluntarily accept the terms and conditions of this offer as provided herein. This voluntary separation benefit amount may be taken as cash or as equivalent continued health insurance coverage in accordance with the following terms:
- A. **Cash:** Eligible employees may elect, upon execution of the Agreement and Release, to take all or part of the benefit amount as cash, in accordance with the following:
1. Any amount paid out as cash will be subject to all applicable taxes and the employee will be responsible for paying income tax in accordance with federal law.

2. Employees will receive the payment amount in a lump sum, less applicable taxes upon fulfillment of the Agreement and Release, and upon separation.
3. Wyoming retirement benefits will not be paid on any cash amount received pursuant to this program.

B. Health Insurance: Employee may elect to receive all or part of the benefit payment amount as health insurance, in accordance with the following:

1. Employees who wish to receive the benefit amount as health insurance must be eligible for coverage pursuant to the Sweetwater County retiree health insurance plan, including the provisions requiring a minimum of eight (8) years of service with Sweetwater County and that the employee be eligible for full retirement benefits under the Wyoming Retirement System.
2. Employees, who wish to receive the benefit amount as health insurance, will not receive interest income on the remaining balance of their Voluntary Separation Program benefit.
3. Employees wishing to continue post-employment County health insurance coverage may choose to have their continued health insurance premium deducted on a monthly basis from their benefit account, until such time as the balance of their benefit account is zero (0).
4. The cost for health insurance will be the premium amounts approved by the Board of County Commissioners, and in effect at that time, less any applicable deductions based upon any wellness incentive programs.

C. Electing the VSP Benefit: Any employee who voluntarily elects to receive either benefit must;

1. Execute a Voluntary Separation Agreement and Release (Agreement and Release) on or before July 1, 2016 at 5:00 p.m.
2. Employees who have executed an Agreement and Release must separate from employment no later than July 31, 2016 or at a date otherwise authorized by the Sweetwater County Board of County Commissioners in the duly executed *Sweetwater County Voluntary Separation Program Agreement and Release.*

D. Irrevocability of Benefit Election: Employees electing to take the benefit as Cash or as Health Insurance are not permitted to modify this election decision once they leave employment. Similarly, should employees wish to later receive cash instead of health insurance, such change is expressly prohibited. As such, employees are advised to carefully consider their decision prior to execution of the Agreement and Release and seek any required professional legal and tax advice.

SWEETWATER C·O·U·N·T·Y

RESOLUTION NO. 16-06-CC-01

A RESOLUTION AUTHORIZING THE SWEETWATER COUNTY VOLUNTARY SEPARATION PROGRAM

WHEREAS, the Sweetwater County Board of County Commissioners, hereinafter “Board”, acknowledges declining economic prosperity in Sweetwater County and the corresponding potential for budget reductions for fiscal year 2016-17 and into the near future; and

WHEREAS, personnel costs comprise a significant, and ever increasing, portion of the Sweetwater County budget; and

WHEREAS, the Sweetwater County Board of County Commissioners believe, reorganization may be necessary to more efficiently and effectively meet the future demands and challenges facing Sweetwater County; and

WHEREAS, a voluntary separation program permits staffing levels to be reduced thereby achieving the necessary reductions in cost and opportunities for the Board to reorganize operations in a more effective and efficient manner; and

WHEREAS, a voluntary separation program has the potential to meet the needs of both the employee and the organization while minimizing the impacts any future reductions in force may have; and

WHEREAS, Sweetwater County chooses to offer the Voluntary Separation Program, prior to considering any future reduction in force.

NOW, THEREFORE, BE IT RESOLVED BY THE SWEETWATER COUNTY BOARD OF COUNTY COMMISSIONERS that the attached Policies and Procedures for the Voluntary Separation Program are hereby authorized and approved; and

BE IT FURTHER RESOLVED, that the attached Sweetwater County Voluntary Separation Program Agreement and Release is hereby authorized and approved; and

BE IT FURTHER RESOLVED, that the Board authorizes the Sweetwater County Human Resources Department to tender this SWEETWATER COUNTY VOLUNTARY SEPARATION AGREEMENT AND RELEASE to eligible employees.

Adopted and approved this the 7th day of June, 2016.

SWEETWATER COUNTY BOARD OF COUNTY
COMMISSIONERS

Wally J. Johnson, Commission Chairman

Reid O. West, Commissioner

Don Van Matre, Commissioner

John K. Kolb, Commissioner

Randall Wendling, Commissioner



SWEETWATER C.O.U.N.T.Y

SWEETWATER COUNTY VOLUNTARY SEPARATION PROGRAM AGREEMENT AND RELEASE

This Voluntary Separation Program (VSP) Agreement and Release (the "Agreement and Release") is made and entered into between _____ ("EMPLOYEE"), the Sweetwater County BOARD OF COUNTY COMMISSIONERS ("BOARD"), collectively referred to as ("PARTIES").

- I. FACTUAL BACKGROUND AND MUTUAL UNDERSTANDINGS:** There are several relationships and situations which presently exist, which the PARTIES understand and which form the basis for this Agreement and Release. These understandings include the following:
- A. The BOARD anticipates future budget shortfalls and has determined that reducing employment costs and allowing for reorganization through implementation of this VSP is merited.
 - B. The BOARD realizes that offering such a voluntary program may make it unnecessary for the BOARD to consider future reductions in force.
 - C. On **June 7, 2016**, the BOARD approved the Voluntary Separation Program (VSP), including policies and procedures therefore. Policies and procedures are attached and incorporated into this Agreement and Release.
- II. RESPONSIBILITIES OF EMPLOYEE:** The EMPLOYEE who wishes to voluntarily accept the VSP benefits in accordance with the terms and conditions provided by the BOARD and the incorporated POLICIES AND PROCEDURES FOR THE VOLUNTARY SEPARATION PROGRAM shall execute a copy of this Agreement and Release no later than **July 1, 2016, at 5:00 p.m.**
- A. **Termination of Employment:** Any EMPLOYEE accepting the VSP pursuant to this Agreement and Release shall terminate his/her employment no later **July 31, 2016**, unless an alternate date is otherwise authorized by the BOARD.
 - B. **Distribution of VSP Benefit:** An EMPLOYEE electing the VSP benefit of **30%** of his/her gross annual salary, shall specify below the respective amounts which will be taken as a cash payout and/or continued health insurance premium. (*Note: In no case may the combined total of Cash Payout and Health Insurance Benefit exceed 30% of the employee's annual salary.*)
 - 1. **Cash Payout:** EMPLOYEE elects to receive the following dollar amount of the VSP benefit in a one-time lump sum payment, as follows:

- a. **Cash Payout Amount chosen by the EMPLOYEE (\$)** _____.
(Note: In no case may the combined total of Cash Payout and Health Insurance Benefit exceed 30 % of the employee's annual salary.)
 - b. **Cash Payout Date:** EMPLOYEE elects to receive the above indicated cash payout on the following work date: _____.
 - c. **Taxes:** Any cash payout is a taxable benefit, under IRS regulations, and as such EMPLOYEE will be responsible for any applicable payroll taxes, including FICA and federal income tax. Applicable payroll taxes will be deducted from the Cash Payout amount indicated above. Any gross Cash Payout amount received will be reported on the employee's annual W-2 statement. EMPLOYEE may consider amending his or her federal wage withholding (W-4 Form), by contacting the Payroll Office to determine the date the revised form should be submitted.
2. **Health Insurance Benefit:** An eligible EMPLOYEE may elect to receive the VSP benefit as a credit towards the payment of future health insurance premiums pursuant to the County's retiree health insurance plan, which does not include benefits for life insurance or Long Term Disability or Accidental Death & Dismemberment. The EMPLOYEE selects the following dollar amount to pay for applicable future health insurance premiums:
 - a. **Health Insurance Benefit Amount (\$)** _____ *(Note: In no case may the combined total of Cash Payout and Health Insurance Benefit exceed 30 % of the employee's annual salary.)*
 - b. **No Interest Earned:** No interest will be earned on the balance of the EMPLOYEE'S Health Insurance Benefit Account.
 - c. **Premiums:** Funds elected by the EMPLOYEE under the Health Insurance Benefit in part a., above, are obligated to fund future premium costs which may change over time based upon elected coverage (e.g., single, dependent, family), insurance costs, actuarial data and other factors.
 - d. **Scope of Coverage for Spouses and Dependents:** Coverage for spouse and dependents shall be in accordance with the plan document for retiree health insurance coverage.
 - e. **Loss of Benefit:** All funds that exist in the Health Insurance Benefit account at the time of death of EMPLOYEE shall be forfeited if the deceased employee elected single coverage.
 - f. **Changes to Insurance Program:** The Sweetwater County Board of County Commissioners reserves the right to amend the insurance program.
 3. **Irrevocable Decision:** Any decision made by an EMPLOYEE, pursuant to this agreement to terminate employment, or to receive payment or health insurance benefits is irrevocable.

III. RESPONSIBILITIES OF BOARD:

- A. **Cash Payout:** If the eligible EMPLOYEE elects to receive all or part of the VSP benefit as a cash payout, the BOARD shall pay EMPLOYEE the cash payout amount indicated in Section II., B., 1., a. of this Agreement and Release. *(Note: In no case may the combined total of Cash Payout and Health Insurance Benefit exceed 30 % of the employee's annual salary.)*
- B. **Health Insurance Benefit:** If the eligible EMPLOYEE elects to receive all or part of the VSP benefit as health insurance, the BOARD shall deduct the EMPLOYEE'S applicable monthly health insurance premium expense from the health insurance benefit amount selected in section II., B., 2., a., of this Agreement and Release and maintain an accurate accounting of the balance of this benefit until such time as the benefit is exhausted or forfeited pursuant to the provisions of this Agreement and Release. *(Note: In no case may the combined total of Cash Payout and Health Insurance Benefit exceed 30 % of the employee's annual salary).*

IV. GENERAL PROVISIONS OF AGREEMENT AND RELEASE:

- A. **Wyoming Venue:** This Agreement and Release is entered into in Sweetwater County, Wyoming and shall be governed entirely by the laws of the State of Wyoming. Any action for breach of this Agreement and Release and any other action arising out of this agreement must be exclusively brought in the Third Judicial District, Sweetwater County, Wyoming.
- B. **Sovereign Immunity:** Neither Sweetwater County, nor the BOARD waives sovereign immunity by entering into this Agreement and Release, and specifically retains immunity and all defenses available to it as a sovereign pursuant to any applicable federal or state law.

V. FULL AND COMPLETE RELEASE: In consideration of the Voluntary Separation Program (VSP) benefit and promises contained herein, EMPLOYEE agrees:

- A. On behalf of the EMPLOYEE and anyone claiming through the EMPLOYEE, irrevocably and unconditionally to hereby release, acquit and forever discharge Sweetwater County (hereinafter "COUNTY"), the Sweetwater County Board of County Commissioners, Sweetwater County and any and all elected officials, officers and employees of Sweetwater County and of the Sweetwater County Recreation Board in their official capacities and individually from any and all claims, liabilities, demands, promises, damages, actions or causes of action of any nature, whether known or unknown, arising from or related to EMPLOYEE'S employment with Sweetwater County, including any claims for salary, benefits, damage to reputation, emotional suffering and attorneys' fees. The release specifically includes, but is not limited to any claims for any form of violations of any federal or state statute, law, or regulation, including any provision pertaining to discrimination on the basis of age, sex, race, nationality, religion, disability or other protected category, and any claim based upon the Constitution of the United States or the Constitution of the State of Wyoming. It is understood that this release fully releases claims for every form of relief, including equitable relief and damages, including but not limited to claims for attorneys' fees, emotional or mental suffering, and damage to reputation, lost economic benefit, and injury or illness, physical or mental, of any nature whatsoever. It is the intention of the PARTIES, and the PARTIES do, fully, finally, absolutely and forever settle any and all claims, disputes and differences that now exist, or have existed between the PARTIES with respect to EMPLOYEE'S employment and with respect to those claims which EMPLOYEE has or could assert, known or unknown.

- B. That the EMPLOYEE shall not bring any legal action against the BOARD for any claim waived

and released under this agreement and that the EMPLOYEE represents and warrants that no such claim has been filed to date. EMPLOYEE further agrees that should EMPLOYEE bring any type of administrative or legal action arising out of claims waived under this Agreement and Release, EMPLOYEE will bear all legal fees and costs, including those of the BOARD. By making this agreement the BOARD does not admit that it has done anything wrong and does not admit any liability for claims not expressed in this Agreement and Release.

- C. That no person, organization, employee, officer or agent of the BOARD has suggested, or otherwise attempted to cause, force, or coerce the EMPLOYEE to involuntarily take advantage of the VSP and to terminate the EMPLOYEE's employment with the employer.
- D. The BOARD has no policy or practice in place requiring an EMPLOYEE to terminate his/her employment relationship or in any way diminish the terms and conditions of employment based on the age of the employee.

VI. SIGNATURE AND APPROVALS

EMPLOYEE ACKNOWLEDGES THAT HE/SHE HAS READ THIS AGREEMENT AND RELEASE, UNDERSTANDS IT AND IS VOLUNTARILY ENTERING INTO IT.

Employee Signature

Date

SWEETWATER COUNTY BOARD OF COUNTY COMMISSIONERS

Wally J. Johnson, Commission Chairman

Date

Reid O. West, Commissioner

Date

Donald Van Matre, Commissioner

Date

John K. Kolb, Commissioner

Date

Randal M. Wendling, Commissioner

Date

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

June 21, 2016

**Land Use
Agenda and Staff Report**

Prepared by:

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

Board of County Commissioners

Public Hearing Agenda

June 21, 2016

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

Public Hearing

1. Larry Mohar
Zoning Map Amendment
Commercial (C) to Mixed Residential (R-2)
2. Language Amendment Certifications
 - a. Subdivision Regulations - Replats
 - b. Zoning - Section 4 – Administration & Enforcement
 - c. Zoning - Section 5 – District Uses
 - d. Zoning - Section 8 – Temporary Uses
 - e. Zoning - Section 14 – Fuel Regulations
 - f. Zoning - Section 19 – Application Fees
 - g. Zoning - Section 21 – Definitions

Public Hearing # 1

Board of County Commissioners

June 21, 2016

Property Owner

Larry Mohar
 931 Antelope Drive
 Rock Springs, WY
 82901

Other Parties

Legal Description

Tract in the NENW,
 S8, T19N, R105W

Current Zoning

C

Legal Requirements

Adjacent Notices Sent:

May 6, 2016

Public Hearing Advertised:

May 6, 2016

Sign Posted:

May 24, 2016

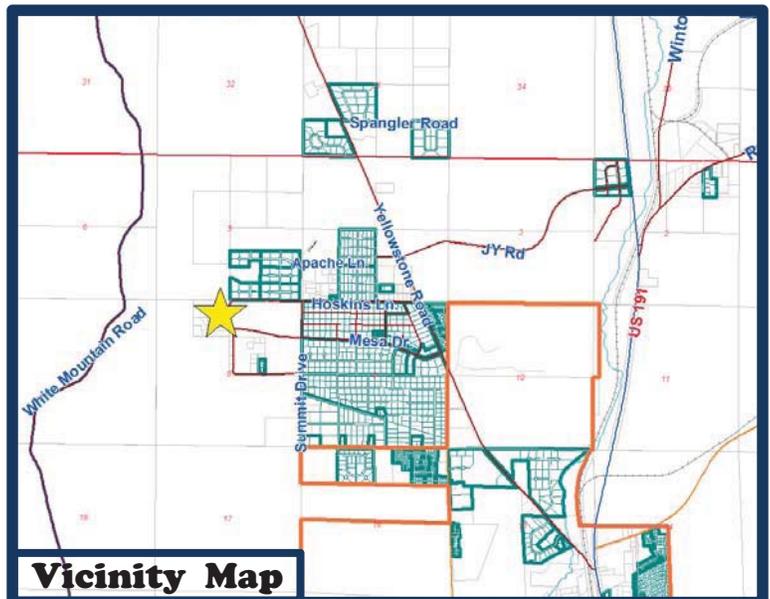
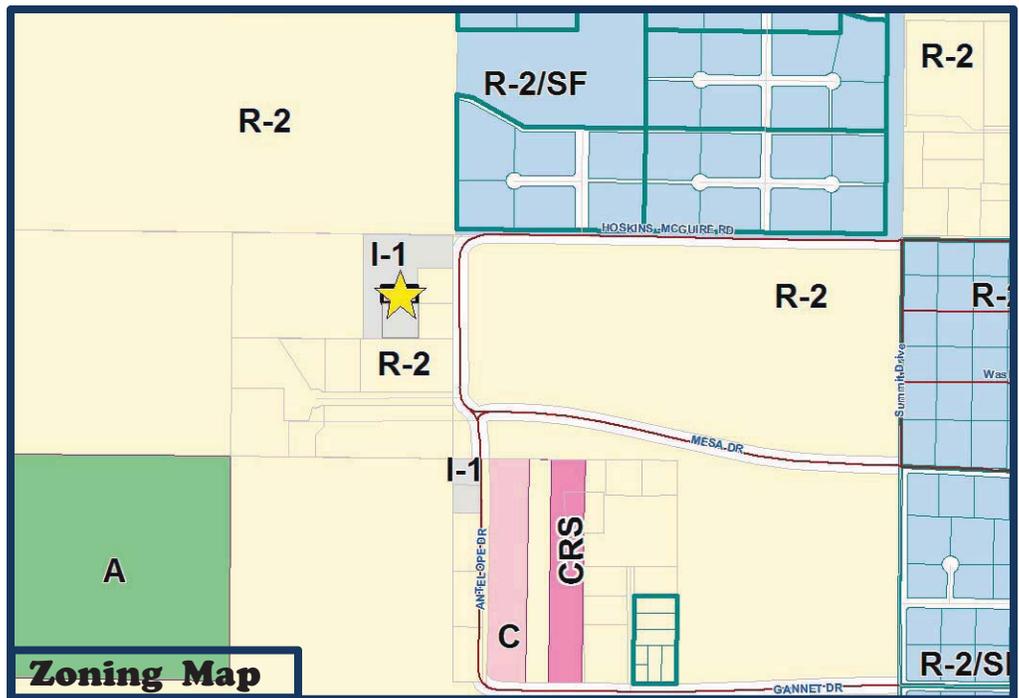
Utilities & Districts

Water: White Mtn.
 Sewer: White Mtn.
 Others:

Land Use Presenter

Eric Bingham
 Land Use Director

Larry Mohar Zoning Map Amendment C to R-2



Public Hearing # 1

Larry Mohar Zoning Map Amendment C to R-2

Summary of Application

Larry Mohar is requesting a Zoning Map Amendment from Commercial to Mixed Residential in accordance with Section 20 of the 2015 Zoning Resolution. This Zoning Map Amendment, if approved, will change the zoning of this property to match the current use and the zoning of neighboring properties. Mr. Mohar's property is 0.5 acres located in the NENW, Section 8, T19N, R105W of the 6th Principal Meridian, Sweetwater County with an address of 931 Antelope Drive, Rock Springs, Wyoming.

Public Comments:

Larry Mohar: "We would like this to be residential so my daughter, Tonya Oliver, can live with me. I have muscular degeneration and may need assistance in the future. Thank you for your consideration. As of 5-11-16 there is no sign on the property."

Betty Lou Tripp: "With regards to changing this property from Commercial to Mixed Residential, I called 307-922-5430 and talked to a woman there. I was informed that the change for Mr. Mohar would not effect my property at all. I want my property to stay Commercial as is."

Agency Comments:

SWC Surveyor: No survey issues.

Questar: No comments.

Staff Comments, Recommendations and Conditions:

The zone map amendment was reviewed to the following Zoning Resolution requirements:

1. Is the amendment consistent and compatible with the current resolution and the Comprehensive Plan? The majority of existing parcels within close proximity of the subject property are zoned Mixed Residential (R-2); therefore, the proposed amendment to residential would be compatible with the existing neighborhood. In addition, the parcel is currently zoned Commercial and does not meet the minimum district size, which the proposed amendment along with the adjacent R-2 zoning, will bring the parcel in to compliance with the Zoning Resolution.
2. Is the proposed zoning suitable for the existing topography? Yes, the site topography is suitable for residential development.
3. Is the proposed zoning compatible with existing or allowable uses of adjacent properties and neighboring districts? There is existing Light Industrial (I-1) zoning adjacent to the property that has existed since the early 1970's. There is vegetative screening that has been placed to provide additional screening and buffering.
4. Does the site have adequate public facilities to serve the requested use? The proposed site is served by White Mountain Water and Sewer with an existing hydrant system adjacent to the parcel. The site also has an existing access via a private easement to the property.

Public Hearing # 1

Larry Mohar Zoning Map Amendment C to R-2



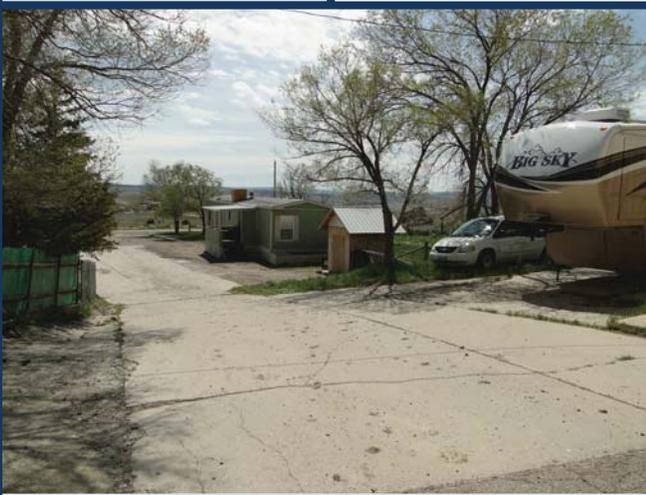
Looking North



Looking South



Looking East



Looking West



RECOMMENDATION 16-06-ZO-01

LARRY MOHAR ZONING MAP AMENDMENT COMMERCIAL (C) TO MIXED RESIDENTIAL (R-2)

WHEREAS, Larry Mohar is requesting a **Zoning Map Amendment from Commercial to Mixed Residential** in accordance with Section 20 of the 2015 Zoning Resolution on property owned by the Larry D. Mohar Family Living Trust and which is legally described as follows:

A piece, parcel or tract of land lying in the North Half of the Northeast Quarter of Section 8, Township 19 North, Range 105 West of the 6th P.M., Sweetwater County, Wyoming, and being more particularly described as follows: Beginning at a point that lies the following two courses and distances from the North Quarter corner of said Section 8, South 0°03' East for a distance of 406.0 feet; thence North 89°57' West for a distance of 208.0 feet to the true point of beginning; thence from the true point of beginning, North 89°57' West for a distance of 208.0 feet, thence North 0°3' West for a distance of 104.0 feet, thence South 89°57' East for a distance of 208.0 feet, thence South 0°03' East for a distance of 104.0 feet to the point of beginning, said described parcel of land contains an area of 0.5 Acres, more or less. However, subject to the following described roadway easement: A 15.0 foot wide strip of land along the easterly line, the southerly line and the westerly line of the above-described parcel of land. Together with all improvements thereon, and easements, appurtenances and incidents belonging and appertaining thereto and used in connection therewith, subject; however, to all mining, mineral and other reservations, exceptions, covenants and easements of record.

WHEREAS, the Sweetwater County Planning and Zoning Commission held a public hearing in accordance with the procedural requirements of the 2015 Zoning Resolution on June 8, 2016 to consider the applicant's request; and,

WHEREAS, after due consideration and discussion, the Planning and Zoning Commission voted 3-0 to recommend approval of the request in accordance with Section 20 of the 2015 Zoning Resolution;

NOW THEREFORE, the Sweetwater County Planning and Zoning Commission recommends APPROVAL of the Zoning Map Amendment from Commercial (C) to Mixed Residential (R-2).

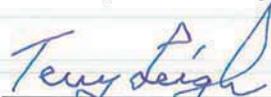
Dated this 8th day of June, 2016.

Attest:



Steven Dale Davis, County Clerk

Sweetwater County
Planning and Zoning Commission



Terry Leigh, Chairman

RESOLUTION 16-06-ZO-01 - APPROVED
LARRY MOHAR
ZONING MAP AMENDMENT
COMMERCIAL (C) TO MIXED RESIDENTIAL (R-2)

WHEREAS, Larry Mohar is requesting a **Zoning Map Amendment from Commercial to Mixed Residential** in accordance with Section 20 of the 2015 Zoning Resolution on property owned by the Larry D. Mohar Family Living Trust and which is legally described as follows:

A piece, parcel or tract of land lying in the North Half of the Northeast Quarter of Section 8, Township 19 North, Range 105 West of the 6th P.M., Sweetwater County, Wyoming, and being more particularly described as follows: Beginning at a point that lies the following two courses and distances from the North Quarter corner of said Section 8, South 0°03' East for a distance of 406.0 feet; thence North 89°57' West for a distance of 208.0 feet to the true point of beginning; thence from the true point of beginning, North 89°57' West for a distance of 208.0 feet, thence North 0°3' West for a distance of 104.0 feet, thence South 89°57' East for a distance of 208.0 feet, thence South 0°03' East for a distance of 104.0 feet to the point of beginning, said described parcel of land contains an area of 0.5 Acres, more or less. However, subject to the following described roadway easement: A 15.0 foot wide strip of land along the easterly line, the southerly line and the westerly line of the above-described parcel of land. Together with all improvements thereon, and easements, appurtenances and incidents belonging and appertaining thereto and used in connection therewith, subject; however, to all mining, mineral and other reservations, exceptions, covenants and easements of record.

WHEREAS, the Sweetwater County Board of County Commissioners held a public hearing in regards to this matter on June 21, 2016 and has given due consideration to the recommendation of the Planning and Zoning Commission and to all the evidence and testimony presented at the hearing;

NOW THEREFORE BE IT RESOLVED that the Sweetwater County Board of County Commissioners APPROVES the Zoning Map Amendment from Commercial (C) to Mixed Residential (R-2).

Dated this 21st day of June, 2016.

Sweetwater County
Board of County Commissioners

Wally J. Johnson, Chairman

John K. Kolb, Member

Don Van Matre, Member

Attest:

Randal M. Wendling, Member

Steven Dale Davis, County Clerk

Reid O. West, Member



Amendment, Variance or Appeal

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: 04.18.16
 Permit Number: 11891
 Present Zoning: C
 PID: 04-1905-00-2-00-012-00

Date of Hearings: PZ 10:00am on JUNE 8 BCC 1:30pm on JUNE 21 Resolution: _____

Approved Conditions:
 Call Jim at (307) 872-3923 for IFC Inspection when construction is complete.

Denied/Reason: _____

Date of Action: _____ Land Use Official Signature: _____

Application Fee: \$250.00 for Residential Applications Requiring a Public Hearing WAIVED PER EB.
 \$500.00 for Non-Residential Applications Requiring a Public Hearing

GENERAL INFORMATION

Lot and parcel development standards are found in Section 4 of the 2015 Zoning Resolution. Please make sure that your development and lot or parcel meets these required improvements.

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

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

CONTACT INFORMATION

Property Owner of Record Contact Information

Name: Larry Mohar
 Company: _____
 Address: 931 Antelope Dr
Rock Springs WY 82901
 Phone: 307-382-4004
 Email: _____

Applicant/Business Owner Contact Information

Name: Tonya Oliver #22835
 Company: _____
 Address: 322 Gateway #141
Rock Springs WY 82901
 Phone: 307-389-0361
 Email: _____

PROPERTY INFORMATION

County Assigned Address: 931 ANTELOPE DRIVE Lot Size: 0.5 (acres)

Project Location: Quarter(s): NENW Section: 8 Township: 19 Range: 105

Subdivision Name: _____ Lot: _____ Block: _____

Overlay District: Highway Scenic Slope

AMENDMENTS – See Section 20 of the 2015 Zoning Resolution & Attach Any Special Requirements

LANGUAGE

Section Proposed to be Amended: _____

Proposed Text:

Reason for Proposed Amendment:

ZONING

Existing Zoning: C Proposed Zoning: R-2

Reason for Proposed Amendment:

Establish residential use

VARIANCE – See Section 4 of the 2015 Zoning Resolution & Attach Any Special Requirements

Cite Regulation Subject to Proposed Variance: _____

Explain Need for Proposed Variance:

APPEAL – See Section 4 of the 2015 Zoning Resolution & Attach Any Special Requirements.

Cite Action Subject to Proposed Appeal: _____

Explain Need for Appeal:

SIGNATURE REQUIRED

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

Larry D Mohan
Signature of Owner of Record

4-18-16
Date

Donna Oliver
Signature of Applicant/Agent

4-18-16
Date

Public Hearing # 2

Board of County Commissioners

June 21, 2016

Language Amendments

Sweetwater County Development Codes

Certifications

On April 13, 2016 the Sweetwater County Planning and Zoning Commission recommended the approval of several proposed language amendments to the Sweetwater County Subdivision Regulations and the Sweetwater County Zoning Resolution.

On April 19, 2016 the Sweetwater County Board of County Commissioners heard these proposed amendments at their public hearing and signed a Notice of Intent to adopt the new language for the following Sweetwater County regulations:

- a. Subdivision Regulations - Replats
- b. Zoning Resolution - Section 4 - Administration & Enforcement
- c. Zoning Resolution - Section 5 - District Uses
- d. Zoning Resolution - Section 8 - Temporary Uses
- e. Zoning Resolution - Section 14 - Fuel Regulations
- f. Zoning Resolution - Section 19 - Application Fees
- g. Zoning Resolution - Section 21 - Definitions

On April 22, 2016, these amendments were advertised in the Rocket-Miner. The advertisements requested all comments to be received before June 6, 2016 and that these amendments would be considered at a public hearing on June 21, 2016 at 1:30pm.

There have been no comments received regarding the proposed amendments.

The Land Use Department is requesting that the Board make one motion to adopt the language amendments as presented and sign Resolutions 16-06-CC-01 through 16-06-CC-07 and the certification pages.

Resolutions are outlined as follows:

- 16-06-CC-01 - Subdivision Regulations - Replats
- 16-06-CC-02 - Zoning Resolution - Section 4 - Administration & Enforcement
- 16-06-CC-03 - Zoning Resolution - Section 5 - District Uses
- 16-06-CC-04 - Zoning Resolution - Section 8 - Temporary Uses
- 16-06-CC-05 - Zoning Resolution - Section 14 - Fuel Regulations
- 16-06-CC-06 - Zoning Resolution - Section 19 - Application Fees
- 16-06-CC-07 - Zoning Resolution - Section 21 - Definitions

RESOLUTION 16-06-CC-01

**SWEETWATER COUNTY SUBDIVISION REGULATIONS
LANGUAGE AMENDMENTS
REPLAT REGULATIONS**

WHEREAS, on March 11, 2016 and March 12, 2016 the Sweetwater County Land Use Department advertised a public hearing notice and an amended notice that a public hearing would be held on April 13, 2016 at 10:00 a.m. before the Planning and Zoning Commission and on April 16, 2016 the Sweetwater County Clerk advertised that a public hearing regarding language amendments to Sections 4, 5, 6, 14 and Appendix A of the Sweetwater County Subdivision Regulations would be held on April 19, 2016 at 1:30 p.m. before the Board of County Commissioners at which time these amendments would be proposed; and

WHEREAS, the Sweetwater County Board of County Commissioners held a public hearing in regards to this matter on April 19, 2016, gave due consideration to the recommendation of the Planning and Zoning commission as well as to all the evidence and testimony presented at the hearing, and voted unanimously to sign a Notice of Intent to consider adoption of the language amendments to Sections 4, 5, 6, 14 and Appendix A of the Sweetwater County Subdivision Regulations; and

WHEREAS, on April 22, 2016 this Notice of Intent was advertised in the Rocket-Miner calling for public comments to be received by June 6, 2016 and that the Sweetwater County Board of County Commissioners would consider adoption of these new rules after a public hearing on June 21, 2016;

NOW THEREFORE BE IT RESOLVED that the Sweetwater County Board of County Commissioners **ADOPTS** the Language Amendments to **Sections 4, 5, 6, 14 and Appendix A of the Sweetwater County Subdivision Regulations** attached hereto and entitled "Sweetwater County Subdivision Regulations Language Amendments; Board of County Commissioners Resolution 16-06-CC-01" and allows the Land Use Department to reorganize sections and subsections and to make minor administrative changes.

Dated this 21st day of June, 2016.

Sweetwater County
Board of County Commissioners

Wally J. Johnson, Chairman

John K. Kolb, Member

Don Van Matre, Member

Randal M. Wendling, Member

Attest:

Steven Dale Davis, County Clerk

Reid O. West, Member

**Sweetwater County Subdivision Regulations Language Amendments
Board of County Commissioners Resolution 16-06-CC-01**

Section 4. Administration and Enforcement

c. Amended Plat (Repealed)

d. Replat

The alteration of lot lines, boundary lines, the division of one lot into not more than two lots or the combination of contiguous lots into one lot within a platted subdivision shall be considered a Replat and shall follow the requirements for Replat. Subsequent divisions of lots which have been divided through a Replat shall only be allowed through the minor or major subdivision process.

Section 5. Procedures for Platting

(e) Boundary Line Adjustment (Repealed)

(f) Simple Land Division (Repealed)

(e) Replat

A Replat shall be used to alter the lot lines, boundary lines, divide one lot into not more than two lots or combine contiguous lots into one lot and shall only apply to lots within a platted subdivision. Subsequent divisions of lots which have been altered through a Replat shall only be allowed through the minor or major subdivision process. Pursuant to the authority granted by Wyoming Statute 18-5-306(a), the Board has exempted certain requirements of WS 18-5-306 (Minimum Requirements for Subdivision Permits) from the Replat process.

(1) Application Requirements

- (a)** A Replat application and required fee. Recording fees required by the County Clerk's Office are separate and payable by the applicant.
- (b)** A plat following the drawing requirements for a Final Plat.
- (c)** Warranty or Quitclaim Deeds for all lots subject to a Replat. Upon approval, a deed for each lot must be signed and notarized and recorded in the County Clerk's Office.
- (d)** A Title Report showing ownership and encumbrances.

- (e) If the Replat results in the creation of a new lot or results in the combination of lots, the following may be required by the Department:
 - i. Letters from each utility currently serving the existing subdivision which state that the new lot will be served by the utility and that their facilities are adequate for the lot division.
 - ii. A prepared and stamped Drainage Plan by a Wyoming Licensed Engineer.

(2) Review Process

The application shall be reviewed for completeness by the Department. Once the Department has considered the application complete, the Department shall post notice of the Replat on the property for a minimum of 14 days. The Department shall also notify and request comments from adjacent property owners, agencies and parties of interest. If reasonable concerns are received and cannot be mitigated, the Department shall schedule public hearings before the Commission and the Board to receive approval of the Replat.

(3) Replat Requirements

A Replat shall meet all requirements of the Subdivision Regulations for a Final Plat drawing and the following:

- (a) Lots must front on a public street.
- (b) If the Replat results in the creation of a new lot or results in the combination of lots, the following may be required by the Department:
 - i. Where individual on-lot sewage systems are proposed, a report prepared by a Licensed Engineer shall document the safety and adequacy of the proposed on-lot sewage system and the following words “**NO PROPOSED CENTRALIZED SEWAGE SYSTEM,**” in bold capital letters shall appear on all offers, solicitations, advertisements, contracts, agreements and plats relating to the subdivision. The report must contain the following:
 - a. Adequacy of separation distances;
 - b. Separation of drainfield relative to groundwater and impervious soils;
 - c. Suitability of the subdivision soil conditions;
 - d. Suitable topography;

- e. Proposed population density;
 - f. Protection of groundwater uses; and
 - g. Watersheds located on or draining into, under or over the proposed subdivision.
- ii. The applicant shall to put a legend on the Replat and on all offers, contracts or agreements for the sale and purchase of lots within the subdivision showing in capital letters "THE SURFACE ESTATE OF THE LAND TO BE SUBDIVIDED IS SUBJECT TO FULL AND EFFECTIVE DEVELOPMENT OF THE MINERAL ESTATE"
 - iii. The applicant shall obtain a review and recommendations from the local conservation district regarding soil suitability, erosion control, sedimentation and flooding problems. The review and recommendations shall be completed within sixty (60) days.
 - iv. The applicant is responsible for the installation of all infrastructure improvements to the lots which serve the original lot at the time Replat application. The Replat shall not be recorded until such improvements are installed unless the applicant provides financial assurance in compliance with the Subdivision Regulations.
 - v. The title block shall read "Replat of Block ____, Lot ____ of the _____ Subdivision."
 - vi. Lots shall be identified as Lot __A and Lot __B in sequence with the original Plat or shall be identified by the lowest lot number when combining lots.
 - vii. A statement to read, "This is a Replat of _____ Subdivision as recorded in the Book of Plats, Page No. _____ in the records of the Sweetwater County Clerk."

(4) Approval

Approval shall be by the Department. Replats so approved shall be filed and recorded in the Office of the Sweetwater County Clerk within 180 days of the date of the Land Use Director's signature. Failure to record the Replat within 180 days shall cause the Replat to become null and void.

Once approved and recorded, the County Clerk will write or cause to be written in plain, legible letters across that part of said original plat so affected by the Replat

“Subject of a Replat recorded in Book _____ and Page _____ of the records of the Sweetwater County Clerk.”

Section 6. Fees

The following fees are required to be paid at the time the application is submitted. Failure to pay the appropriate fee constitutes an incomplete application.

<u>Application or Requirement</u>	<u>Fee</u>
Sketch Plat	\$50
Preliminary Plat	\$250
Final Plat	\$250
Replat	\$150
Variance – Subdivision	\$250
Variance – GMP Sec. 7.4 Water & Sewer	\$250
Language Amendment	\$250

Recording Fee:

Fees for the recordation of documents in the County Clerk’s Office are separate and payable by the applicant.

Inspection Fee:

The developer shall pay to the County an inspection fee in an amount not to exceed three (3%) percent of the total final construction cost of the project. Fees collected are for the purpose of partially offsetting costs incurred by the County for inspections of required improvements and shall be credited to the County General Fund.

Section 14. Definitions

For the purpose of interpreting these regulations the following words and terms are defined. Words used in the present tense shall include the future tense, and words used in the singular shall include the plural. The work “shall” when used in these regulations is mandatory. The word “should” is directory and not mandatory, and the word “may” is permissive.

- a. **AFFIDAVIT OF CORRECTION:** Corrects errors on accompanying documents and/or language in a recorded subdivision.
- a. **AGRICULTURAL PURPOSES:** The use of land including farming, dairying, pasturage, horticulture, animal and poultry husbandry, silvaculture, and the necessary ancillary uses.

Ancillary uses shall be secondary to that of the normal agricultural activities. A use shall be classified as agricultural only if agriculture is the principle or main use of the land.

- b. **ALLEY:** A public right-of-way which is used primarily as a secondary means of access to the abutting property.
- c. **BLOCK:** A tract or parcel of land bounded by public streets or lands, streams, railroads, unplatted lands, or the boundaries of the subdivision.
- d. **BOARD:** The Board of County Commissioners of Sweetwater County.
- e. **COMMISSION:** The duly appointed Planning and Zoning Commission of Sweetwater County.
- f. **COUNTY:** Sweetwater County, Wyoming.
- g. **COUNTY ENGINEER:** The County Engineer, surveyor, or any duly registered, licensed engineer or land surveyor under Wyoming State Statutes who is retained by the County.
- h. **COUNTY HEALTH SERVICES:** The Health Officer and professional staff of the Sweetwater County Health Services Office.
- i. **CUL-DE-SAC:** A street having one end connecting with a public street and being terminated at its other end by a vehicular turn-around.
- j. **EASEMENT:** A designated area on a parcel of land which the owner may set aside for the use of others, typically public utilities.
- k. **ENCUMBRANCE:** A mortgage or other lien of record securing or evidencing indebtedness and affecting land to be subdivided including liens for labor and materials. Taxes and assessments levied by public authority are not an encumbrance except such taxes and assessments as may be delinquent.
- l. **FINAL PLAT:** The map of a subdivision which conforms to the Preliminary Plat to be recorded after approval by the Planning and Zoning Commission and Board of County Commissioners and any accompanying materials as required by these regulations.
- m. **IMPROVEMENTS:** Pavements, curbs, gutters, sidewalks, water mains, sanitary sewers, storm sewers, grading, street signs, plantings, and other items for the welfare of the property owners and the public.
- n. **LAND USE DEPARTMENT:** The Land Use Director, the Land Use staff, and the Planning and Zoning Commission of Sweetwater County, Wyoming.
- o. **LAND USE OFFICE:** The Land Use Director and the professional staff of the Sweetwater County Land Use Department.

- p. **LOT:** A numbered or otherwise described tract of land separated from other tracts for the purpose of development or for the transfer of ownership, exclusive of public rights-of-way or private road easements.
- q. **MAJOR SUBDIVISION:** All subdivisions not classified as minor subdivisions, including, but not limited to subdivisions of four (4) or more lots, or any size subdivision requiring any new public or private street or any extension thereto, drainage, utilities, or any extension of the local government facilities or the creation of public improvements.
- r. **MINOR SUBDIVISION:** A division of a lot, tract, parcel, or other unit of land into not more than four (4) lots, plots, units, sites, or other subdivision of land for the immediate or future purpose of sale, building development or re-development for residential, recreational, industrial, commercial, or public uses which occurred after March 10, 1975. A Minor Subdivision shall not include the installation of subdivision improvements or infrastructure. NOTE: This is the date the State of Wyoming passed the subdivision law. The word “subdivide” or any derivative thereof shall have reference to the term.
- s. **ON-SITE SEPTIC SYSTEM:** Any sewerage treatment other than a community, district, or municipality owned system.
- t. **PERSON:** A natural person, firm, corporation, partnership or association, or any combination of the above, or any other legal or commercial entity.
- u. **PLAT:** A map, drawing, or chart on which the subdivider’s plan of the subdivision is presented, and which he submits for approval and eventual recording in final form.
- v. **PRELIMINARY PLAT:** The preliminary drawings and preliminary plans and other supporting documents as described in these regulations, indicating the proposed manner or layout of the subdivision to be submitted to the Planning and Zoning Commission for approval.
- w. **PUBLIC WATER SYSTEM:** Any water supply being distributed by twenty or more service connections utilized to furnish water for human consumption either in preparing foods or beverages for inhabitants or residences or business establishments.
- x. **REPLAT:** A subdivision which changes any public or private right-of-way or lots lines in a recorded subdivision.
- y. **RIGHT-OF-WAY:** A strip of land dedicated for public use.
- z. **SELL:** Includes sale, contract to sell, lease, assignment, auction, award by lottery, or any offer or solicitation of any offer to do any of the foregoing concerning a subdivision or any part of a subdivision.

- aa. **SKETCH PHASING PLAN:** A Sketch Phasing Plan is part of the requirements of the Sketch Plat for a subdivision which includes phasing. A schematic plan showing all contiguous property owned by the applicant and shows how the applicant plans to make provisions for public and private infrastructure for the area to be developed, including adequate access, circulation, utilities and public and private accesses and traffic circulation within all phases of a subdivision and any connections with surrounding property. The schematic plan shall also show the planned installation of utilities, fire protection, drainage, and roadways. The proposed boundary lines of each phase shall be shown and an estimated time table for development of each phase must be provided on the Sketch Phasing Plan. In a Phased Subdivision, a Sketch, Preliminary, and Final Plat must be submitted.
- bb. **SKETCH PLAT:** The sketch drawings and plans preparatory to the preliminary plat (or final plat in the case of minor subdivisions) to enable the subdivider to save time and expense in reaching general agreement with the Land Use Department as to the form and layout of the subdivision, and to reach general agreement as to the initial form of the plat, including schematic drawings including drainage, easements, roads, and utilities, and the objectives of these regulations.
- cc. **STREET, COLLECTOR:** A street which connects traffic from local neighborhood streets and carries it to a major street or highway.
- dd. **STREET, LOCAL:** A street which affords primary access to private property and is only continuous for short distances in the area where it originates.
- ee. **STREET, MAJOR:** A street of considerable continuity and traffic carrying capacity connecting various parts of the County.
- ff. **SUBDIVIDER:** Means any person who lays out any subdivision or parts thereof either for the account of the subdivider or others.
- gg. **SUBDIVISION:** Means a division of a lot, tract, parcel, or other unit of land for the immediate or future purpose of sale, building development or re-development for residential, recreational, industrial, commercial, or public uses. The word “subdivide” or any derivate thereof shall have reference to the term “subdivision” including mobile home courts, the creation of which constitutes a subdivision of land.
- hh. **ZONING RESOLUTION:** The duly adopted Zoning Resolution in effect in Sweetwater County.

APPENDIX “A” (Repealed)

CERTIFICATION

Amended Rules and Regulations of the Sweetwater County Subdivision Regulations Sweetwater County Board of County Commissioners Sweetwater County, Wyoming

We hereby certify that Resolution 16-06-CC-01 regarding the Sweetwater County Subdivision Regulations has been approved by the Sweetwater County Commission in accordance with all applicable provisions of the Administrative Procedures Act, including:

1. At its regular meeting on April 21, 2016 the Sweetwater County Commission announced its intent to adopt amendments to the Sweetwater County Subdivision Regulations.
2. Prior to adoption, these rules were made available for public inspection, and more than forty-five (45) days have lapsed since the Sweetwater County Commission announced its intent to adopt said rules.
3. The amendments to the Sweetwater County Subdivision Regulations shall become effective immediately upon filing with the Sweetwater County Clerk.

Dated this 21st day of June 2016.

Sweetwater County
Board of County Commissioners

Wally J. Johnson, Chairman

John K. Kolb, Member

Don Van Matre, Member

Attest:

Randal M. Wendling, Member

Steven Dale Davis, County Clerk

Reid O. West, Member

RESOLUTION 16-06-CC-02

**SWEETWATER COUNTY ZONING RESOLUTION
LANGUAGE AMENDMENT
SECTION 4 – ADMINISTRATION & ENFORCEMENT**

WHEREAS, on March 11, 2016 and March 12, 2016 the Sweetwater County Land Use Department advertised a public hearing notice and an amended notice that a public hearing would be held on April 13, 2016 at 10:00 a.m. before the Planning and Zoning Commission and on April 16, 2016 the Sweetwater County Clerk advertised that a public hearing regarding language amendments to Section 4 of the Sweetwater County Zoning Resolution would be held on April 19, 2016 at 1:30 p.m. before the Board of County Commissioners at which time these amendments would be proposed; and

WHEREAS, the Sweetwater County Board of County Commissioners held a public hearing in regards to this matter on April 19, 2016, gave due consideration to the recommendation of the Planning and Zoning commission as well as to all the evidence and testimony presented at the hearing, and voted unanimously to sign a Notice of Intent to consider adoption of the language amendments to Section 4 of the Sweetwater County Zoning Resolution; and

WHEREAS, on April 22, 2016 this Notice of Intent was advertised in the Rocket-Miner calling for public comments to be received by June 6, 2016 and that the Sweetwater County Board of County Commissioners would consider adoption of these new rules after a public hearing on June 21, 2016;

NOW THEREFORE BE IT RESOLVED that the Sweetwater County Board of County Commissioners **ADOPTS** the Language Amendments to **Section 4 of the Sweetwater County Zoning Resolution** attached hereto and entitled “Sweetwater County Zoning Resolution Language Amendments; Board of County Commissioners Resolution 16-06-CC-02” and allows the Land Use Department to reorganize sections and subsections and to make minor administrative changes.

Dated this 21st day of June, 2016.

Sweetwater County
Board of County Commissioners

Wally J. Johnson, Chairman

John K. Kolb, Member

Don Van Matre, Member

Randal M. Wendling, Member

Attest:

Steven Dale Davis, County Clerk

Reid O. West, Member

**Sweetwater County Zoning Resolution Language Amendments
Board of County Commissioners Resolution 16-06-CC-02**

Section 4. Administration and Enforcement

A. Administering Agency

The Department shall have the power and the duty to administer this Resolution. In the performance of these duties the Department shall:

1. Administer rules and procedures for conducting the zoning affairs of Sweetwater County to include the development of necessary forms and permits.
2. Receive and review all applications for Major Site Plans and for permits for construction, alteration, or change of use of land or structures; and, approve or disapprove such applications based on their conformance with the provisions of these regulations.
3. Receive all Discretionary Permit Applications; refer such applications to proper agencies for examination; and submit to the Board all such applications together with the recommendations of the examining agencies, Commission and Department.
4. Participate in public hearings before the Commission and Board.
5. Maintain the Official Zoning Map showing the current zoning classification of all unincorporated lands within Sweetwater County.
6. Propose to the Commission and Board any changes to this Resolution or the Official Zoning Map that may from time to time be desirable or necessary. All such changes shall be subject to the amendment procedures set forth in this Resolution.
7. Make any necessary examinations or investigations as allowed by law relative to the use of land or structures to determine compliance with these regulations.
8. Upon reasonable cause revoke any Zoning Permit or take any other lawful action as may be provided for to insure substantial compliance with the provisions of this Resolution.
9. To act as an agent for the Board to declare and abate nuisances which the Board determines to be a threat to health and safety.
10. Maintain such records and files as may be necessary in the efficient conduct of the above duties.

B. Permits

1. A permitted use or structure must be established on a lot or parcel before an accessory use or structure is allowed to be established or utilized.

2. Only one permitted use shall be allowed per lot or parcel unless multiple uses are permitted through the Major Site Plan process.
3. No building or structure shall be commenced, erected, or altered until a Zoning Permit for CONSTRUCTION OR ALTERATION has been issued by the Department certifying that the proposed building or structure complies with all of the provisions of this Resolution. The following shall not require a Zoning Permit:
 - a. Residential accessory structures, such as a shed, which are accessory to an approved permitted residential use and which meet the following criteria:
 - (1) 200 square feet or less in size.
 - (2) One story in height.
 - (3) Not attached to a structure containing a Permitted Use.
 - (4) Meets all setback requirements.
 - b. A site built structure located in the Agriculture (A) Zoning District normally associated with agricultural purposes such as a barn.
 - c. A retaining wall, fence, flagpole, monument or statuary.
 - d. A roadway, bridge, railroad, pipeline, underground tank, underground mining activity or a utility line or utility pole for consumer service.
 - e. A manufactured home on a sales lot.
 - f. A manufactured home in a non-conforming Mobile Home Court or Park.
4. A Zoning Permit in compliance with this Resolution may be approved for up to 18 months from the date of issuance at which time any and all CONSTRUCTION OR ALTERATION shall be completed. The Department is authorized to grant, in writing, one extension of six months. Permit extensions shall not be approved as a way to circumvent a zoning violation or to keep a property out of compliance with this Resolution.
5. Neither the use of any land nor the use within any building or structure shall be established or changed until a Zoning Permit termed a USE PERMIT has been issued by the Department certifying that the use complies with all of the provisions of this Resolution. Such a permit shall not be required for Accessory Uses.
6. Applications for Zoning Permits required by this Resolution shall be accompanied by a site plan, drawn to scale, containing the following information:
 - a. Address of the property
 - b. Legal description

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

The Department may require additional information, such as professionally prepared and stamped drawings by a Wyoming Licensed Surveyor, Engineer or Architect if, after review, it is deemed that such specific site plan requirements are necessary.

In addition to complying with these Regulations, the applicant shall be required to comply with rules and regulations administered by other County agencies, such as County Health and Emergency Management, utility companies, special service districts and State and Federal agencies such as the Wyoming Department of Transportation and the Wyoming Department of Environmental Quality. The applicant shall notify and work directly with these agencies to ensure compliance with their rules and regulations.

- 7. The Department shall act promptly upon any permit application filed with it, and shall grant permits in all cases where the proposed construction or use complies with the

requirements of this Zoning Resolution; and, if it denies the application, shall specify the reasons for such denial.

8. Permits shall not be required for legally existing structures, nor for the use of any structure or land area legally established prior to the effective date of this Resolution provided, however, that any future modifications to existing structures or changes of use of any structure or land area shall require permits as provided by this Resolution and meet the requirements of nonconforming uses and structures.
9. A copy of all issued permits shall be filed by the Department and shall be available for examination.
10. Provisional Construction Permit

By issuance of a Provisional Construction Permit, the applicant is allowed to begin construction of a building or structure prior to completion and acceptance of required public improvements in a subdivision. Required public improvements are those improvements listed in the Engineer's Estimate and/or Improvements Agreement. Occupancy and use of the building or structure is not allowed until initial acceptance of the required public improvements. However, if road construction and fire protection are required public improvements for the subdivision, the road must meet IFC standards and fire protection must be in place prior to issuance of a Provisional Construction Permit.

A Provisional Construction Permit application shall contain the same information as that of a Zoning Permit for Construction/Use as well as meet the site plan requirements of Section 4.B.3. The Provisional Construction Permit shall replace the need for a Zoning Permit for Construction/Use and must be approved before beginning construction.

The fee for a Provisional Construction Permit shall be the same as the fee required for a Zoning Permit for Construction/Use.

Once the subdivision is initially accepted by the Board, buildings will be inspected for IFC compliance and, if passing inspection, shall be approved by the Department and allowed to be used and/or occupied.

C. Lot and Parcel Standards

All lots and parcels shall comply with the following:

1. Occupancy

In a residentially zoned district, only one permitted use or structure is allowed per lot or parcel. Permitted and Accessory structures may be built simultaneously under the same permit, but an Accessory Structure may not be utilized until the Permitted Structure is allowed to be occupied.

2. Water

- a. Construction of potable water systems in Sweetwater County shall meet the standards and requirements of Sweetwater County Environmental Health,

Wyoming Department of Environmental Quality, water and/or sewer district or, if applicable, the State Engineer's office for a private well.

- b. Within the Growth Management Plan Boundary, all development approvals of occupied structures and subdivision lots shall be served by a public water system. The Department may waive the requirement for public water for Zoning Permits for construction with concurrence of the municipality or water and/or sewer district board if the parcel is located more than 400 feet from a public water system.
- c. The private water system meets the requirements of Sweetwater County Environmental Health or Wyoming Department of Environmental Quality.

3. Wastewater and Sewage

- a. All development approvals of occupied structures and subdivision lots shall be served by an approved means of wastewater and sewage collection and treatment.
- b. Construction or improvements of wastewater and sewage collection and treatment improvements and systems in Sweetwater County shall meet the standards and requirements of Sweetwater County Environmental Health, Wyoming Department of Environmental Quality and water and/or sewer district.
- c. Within the Growth Management Plan Boundary, all development approvals of occupied structures and subdivision lots shall be served by a public sewer system. Upon development all lots and parcels shall be served by a public sewer system unless waived by the Department and in concurrence with local municipalities and water and/or sewer district boards if the parcel is located over 400 feet from a public sewer system.
- d. The private sewage system meets the requirements of Sweetwater County Environmental Health or Wyoming Department of Environmental Quality.

4. Fire Protection

All development approvals within the unincorporated areas of Sweetwater County shall require compliance with the IFC.

5. Access Standards

Unless exempt, all development approvals in the unincorporated areas of Sweetwater County shall have an approved, legal access to the lot or parcel that meets the following requirements:

- a. Legal access shall be by County road, public street or private road as allowed by this resolution.
- b. A private road may be utilized to provide access for residential development if the following requirements are met:

- (1) The lot or parcel is outside of one mile from a municipal boundary.
- (2) The road will provide access to eight or fewer dwelling units.
- (3) The private road shall not exceed one and one-quarter mile. Private roads exceeding that length may be approved through the public hearing process.
- (4) The property is not the subject of a subdivision permit.
- (5) The minimum parcel size is 35 acres, if located within the Growth Management Area boundary.
- (6) Private Access Easements

The minimum private access easement shall be as follows:

- a. 60 feet for all lots or parcels within the Growth Management Area.
- b. 60 feet for all lots or parcels which are smaller than 35 acres.
- c. 40 feet for all parcels outside of the Growth Management Area.
- d. 40 feet for all parcels which are 35 acres or larger.

The Director may allow a reduction in width for a limited distance of travel due to location, topography, waterway, nonnegotiable grades or other similar circumstances not created by the applicant.

- (7) Private Road Construction Standards
 - a. All Private roads must be certified by a Professional Engineer licensed in the State of Wyoming that the road has been constructed to IFC standards.
 - b. All private roads providing access for three to eight dwelling units shall be a minimum of 20 feet.
 - c. Private roads shall follow property lines as closely as reasonably allowed. Deviations of over 100 feet shall be approved by the Department.
 - d. Property owners utilizing a private road shall submit to the Department and record against their property, in the Office of the Sweetwater County Clerk, a Release and Waiver of Services for Private Roads as shown in the Exhibits section.

- e. Private roads will not be maintained by the County. Private landowners are responsible for maintenance.
- f. Outside of the Growth Management Area boundary, private roads less than one-quarter mile in length and which provide access to two or fewer dwelling units may be constructed of a 14-foot all-weather driving surface with pullouts at 150 foot intervals and built to IFC standards but does not require certification of construction.

(8) Private Road Identification

Private Roads that provide access to four or more dwelling units shall be named and posted. Street names shall be subject to approval of the Department and the landowners shall be responsible for the installation and maintenance of street signs. Street signs shall be placed at all intersections.

c. Exemptions from Access Standards

Exemptions from access standards are allowed for the following uses:

- a. Unmanned communication facilities
- b. Forest management and logging
- c. Agricultural buildings
- d. Utility and service installations
- e. Mining
- f. Mineral exploration and drilling
- g. Compressor Stations
- h. MET towers
- i. Fiber optic booster stations
- j. Unmanned or remotely located evaporation ponds

6. Grading and Drainage

The following regulations shall apply to all grading, excavation, earthwork, construction, fills and embankments, etc. as part of the development of a lot or parcel. Grading and other earthwork that is not part of an approved zoning permit for construction will require an approved Grading Permit meeting the requirements of this

Resolution.

a. Dust Control

Reasonable efforts that are consistent with dust control must be made to control blowing dust during the actual grading of the site and when grading has been completed.

b. Maximum Slope

The slope of cut surfaces shall be no steeper than is safe for the intended use unless the applicant furnishes a soils report, certified by a Wyoming Licensed Professional Engineer that meets the following:

- (1) All cuts, fills, buildings, structures, roadways, parking lots and other constructed facilities are designed to prevent erosion and slope and structural instability.
- (2) The drainage, soil and geotechnical characteristics of the developed site will not adversely affect adjacent properties, upstream and downstream lands or the stability of the hillside.
- (3) Adequate and appropriate erosion control measures are included as part of the site design.

c. Erosion

Faces of cut and fill slopes shall be prepared and maintained to control erosion. Where necessary, check dams, cribbing, riprap or other devices or methods shall be employed to control erosion and provide safety. Revegetation is required.

d. Fills

The ground surface shall be prepared to receive fill by removing vegetation, topsoil and other unsuitable materials and scarifying the ground to provide a bond with the fill material. Fills shall be compacted to appropriate engineering standards. Fill material shall not include organic, frozen, deleterious or hazardous materials.

e. Drainage

Swales or drainage ditches shall be provided as necessary to provide for safe and adequate removal of surface runoff. Drainage across property lines shall not exceed that which existed prior to grading. Excess or concentrated drainage shall be contained on-site or directed to an approved drainage facility. Erosion of the ground in the area of the discharge shall be prevented by installation of non-erosive down drains or other devices.

7. Manufactured Homes

A Manufactured Home is used for occupancy as a principal residence by a single family or as an accessory residence for a caretaker. Two or more manufactured homes shall not be combined nor shall a manufactured home be combined with any other permitted or accessory structure except for an addition or an attached garage if the Manufactured Home is on a permanent foundation.

A manufactured home may not be used for any purpose other than a residence except that one manufactured home may be used as a chicken coop in the Agriculture (A) zoning district provided that the following conditions are met:

- a. The lot or parcel is a minimum of 40 acres. More than one manufactured home/chicken coop per 40 acres shall only be allowed through the Conditional Use Permit process.
- b. The manufactured home/chicken coop is accessory to a permitted residential dwelling.
- c. The manufactured home/chicken coop shall be for the sole use of the landowner.
- d. The manufactured home/chicken coop shall not be used for human occupancy.
- e. The manufactured home/chicken coop shall meet the architectural style and color of the main dwelling and no additions shall be allowed.
- f. All kitchen, bathroom, heating fixtures, appliances and carpeting must be removed.
- g. The inside and the outside of the manufactured home/chicken coop must be kept free of any nuisance conditions.

8. Shipping Containers

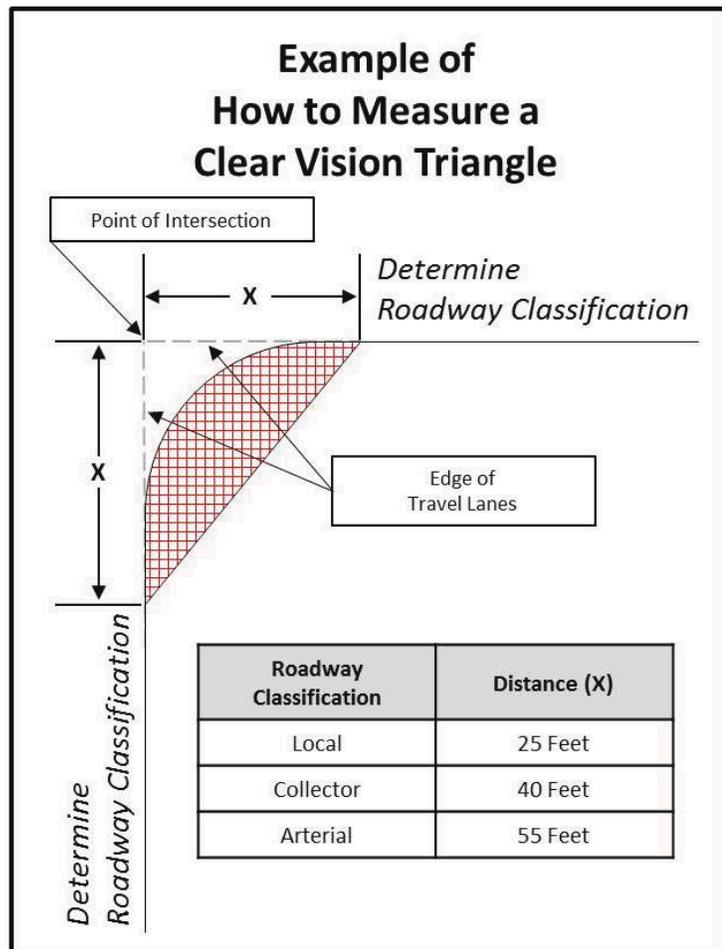
Shipping containers, portable storage containers, or other fully-enclosed, box-like containers designed for ease of loading to and from a transport vehicle shall not be used or stored for any purpose on residentially zoned property unless approved through a Temporary Use Permit.

9. Fencing

Fences, walls and plantings may be erected on any part of the lot or parcel without applying for a permit, but must meet the fencing requirements of the district in which the property is located and the requirements of the Clear Vision Triangle. When required as screening, fences shall be constructed of a uniform material and built to a uniform height.

10. Clear Vision Triangle

On corner lots or parcels, nothing shall be erected, placed, planted or allowed to grow in such a manner as to impede vision between a height of three and eight feet above the centerline street grade within the designated clear vision triangle. On corner lots or parcels the size of the sight triangle is based on the type of street involved: 55 feet for arterial streets, 40 feet for collector streets and 25 feet for local streets. The clear vision triangle is the triangle having sides 25, 40, or 55 feet as measured along the edge of travel lanes of each intersecting street. The triangle thus begins at the point where the intersecting edge of each travel lane would meet, thence 55, 40, or 25 feet measured back along the edge of travel lanes, then diagonally across the corner lot or parcel connecting the edge of travel lanes. See drawing.



11. Growth Management Area Supplemental Regulations

The following regulations apply to lots and parcels to be developed in the Growth Management Area and which are designated as being within the Highway, Scenic and/or Slope Overlay Areas on the map located in the Exhibits section.

a. Highway Overlay Regulations

- (1) The purpose of the Highway Overlay Regulations is to create inviting entryways into the cities and communities of the County, to attract

business investment to the County; to reduce trash, clutter and the nuisances created by them; and to improve the appearance of the areas adjacent to major roadways in the County for the benefit of its citizens.

- (2) On all properties and portions of properties located within 1,000 feet from the centerline of designated highways, the following requirements shall be in addition to the requirements of the zoning district in which the property is located:
 - a. All outside storage and work areas visible from the designated highways shall be screened. Displays of products for merchandising purposes need not be screened.
 - b. No storage shall be visible above the fence when viewed standing at ground level at the lot line. Screening fences shall be a minimum of six feet above finished grade. The Director may approve alternative screening plans and methods.
 - c. Landscaping is encouraged and the use of native vegetation and/or seed mixes that discourage weeds is recommended.

b. Scenic Overlay Regulations

- (1) The purpose of the Scenic Overlay Regulations is to preserve scenic vistas and characteristic geographical features.
- (2) On all properties and portions of properties located within the affected areas, the following requirements shall be in addition to the requirements of the zoning district in which the property is located:
 - a. Siting/location/design of structures in a manner that avoids abrupt disruptions of the natural skyline along topographic high points and ridgelines is encouraged.
 - b. Cuts and fills shall be stabilized and re-vegetated
 - c. No storage shall be visible above the fence when viewed standing at ground level at the lot line. Screening fences shall be a minimum of six feet above finished grade. The Director may approve alternative screening plans and methods.

c. Slope Overlay Regulations

- (1) The purpose of the Slope Overlay Regulations is to prevent property damage and public hazards from erosion, slope instability, flooding and rock-fall which can occur due to poorly designed and constructed improvements on slopes.
- (2) On all areas that would affect slopes of 15% or greater, the following requirements apply in addition to the requirements of the zoning district

in which the property is located:

- a. A contour map at a scale sufficient to determine whether 15% or greater slopes are present in the area proposed for development.
- b. A vegetation removal and restoration plan.
- c. A certification by a Wyoming Licensed Professional Engineer that:
 - i All cuts, fills, buildings, structures, roadways, parking lots, and other constructed facilities are designed to prevent erosion and slope and structural instability.
 - ii The drainage, soil and geotechnical characteristics of the developed site will not adversely affect adjacent properties, upstream or downstream lands, or the stability of the hillside.
 - iii Adequate and appropriate erosion control measures are included as part of site design.

12. Lot Split Development Standards

A Lot Split shall be defined as the subdivision of a lot within a platted subdivision which was split prior to July 1, 2001.

- a. Application Requirements
 - (1) A Record of Survey meeting the requirements of the Sweetwater County Subdivision Regulations.
- b. Development Standards
 - (1) Each lot shall incorporate the easements necessary for perpetuation of drainage, access and utilities.
 - (2) The applicant is responsible for obtaining all necessary approvals and accesses for all easements.
 - (3) The lot split will meet the minimum development standards of this Resolution.
 - (4) Lot splits that create parcels without direct access to a public street shall provide access with an access easement.
- c. Waiver of Requirements

The Director may waive an Application Requirement or Development Standard if waiving the requirement or standard will not be injurious to neighboring

landowners.

d. Review and Approval

The Lot Split documents shall be reviewed and approved by the Department.

D. The Public Hearing Process

Public hearings provide an applicant the opportunity to present a Discretionary Permit Application to the public and explain why they believe their proposed application is appropriate for their property and the community. It is also an opportunity to provide testimony and discussion about the application.

Unless otherwise provided for in this Resolution, applications requiring public hearings shall meet the following:

1. Review

The Department shall review the application for compliance with these regulations. Some applications may require an IFC inspection before the hearing. Once the application is ready to be heard, it shall be scheduled for public hearing at the next available regularly scheduled meeting of the Commission and/or the Board. Typically, there will be two hearings; one before the Commission and one before the Board, although some applications only require a public hearing before the Board.

2. Advertising

Notice of the time and place of the public hearings as well as the nature of the application sought shall be advertised in a newspaper of general circulation in the County for a minimum of 30 days before the first scheduled public hearing.

3. Posting

Notice of the time and place of the public hearing as well as the nature of the application sought shall be posted on the property affected by the application, or at the nearest major crossroad, for a minimum of 14 days before the scheduled public hearing.

4. Comments

The Department will solicit comments from parties of interest allowing 20 days from the date of the advertised notice for comment return. A party of interest that fails to respond within that 20 day period will be considered supportive of the application.

5. Land Use Department

The Department shall prepare information pertinent to the application in a staff report and participate in all public hearings regarding the application. All comments received will be included in the staff report and the Department may include applications, site plans, maps, etc. for clarification and explanation.

6. Planning and Zoning Commission

The Commission shall hear the application and accept public comments from interested parties. After the public hearing and after due deliberation, the Commission shall certify its findings and recommendations to the Board. The Commission may approve, approve with conditions or deny an application or the public hearing may be tabled.

- a. A hearing item may be tabled for a specific reason and a specific time frame for tabling must be stated in the motion by the Commission.
- b. If the Commission requires additional information or changes to the applicant's request, the applicant must fulfill the requirements of the motion by the time frame indicated or the Commission may deny the applicant's request.

7. Board of County Commissioners

The Board shall hear the application at a public hearing at which all interested parties shall have an opportunity to be heard. After the public hearing has been held, the Board shall take into consideration all of the evidence, comments and the recommendation of the Commission and then shall vote on the matter before it. The Board may approve, approve with conditions or deny an application or the public hearing may be tabled.

- a. A hearing item shall be tabled for a specific reason and a specific time frame for tabling must be stated in the motion by the Board.
- b. If the Board requires additional information or changes to the applicant's request, the applicant must fulfill the requirements of the motion by the time frame indicated or the Board may deny the applicant's request.

The Board may, at their discretion, refer an application to the Commission to be heard at the Commission's next regular meeting without 30 day notice.

8. Approval

Upon authorization from the Commission or approval from the Board, an approved permit must be received before construction or use is commenced.

E. Violations, Penalties, Remedies and Revocation

1. Violations, Penalties and Remedies

The Department will not approve new permit applications for properties having an existing violation of this Resolution unless the Director determines that the application may aid in the remedy of such violation (i.e. construction of a building to house nuisance vehicles).

Before referring a violation for prosecution, the Department will attempt to remedy all violations of the Zoning Resolution utilizing the following methods and timelines:

- a. The Department will document all violations of this Resolution and shall request the remedy of any violation through voluntary compliance. The voluntary compliance request shall state the nature of the violation and the section violated. After any such voluntary compliance request has been served, no work shall proceed on any structure or tract of land covered by such a request for voluntary compliance except to correct such violation or to bring the property into compliance with the Zoning Resolution.
- b. A voluntary compliance letter shall be mailed to the address of the property owner as found in the records of the County Assessor. This notice will request voluntary compliance within 30 days of the date of the letter.
 - (1) If the property owner contacts the Department and remedies the violation, the matter will be dismissed and no further action will be taken by the Department.
 - (2) If the property owner contacts the Department within the 30 day voluntary compliance period to request additional time, the Department, at its discretion, may allow up to an additional 90 days for compliance.
 - (3) The Department may adjust timeframes due to health, safety, welfare concerns and other circumstances not created by the property owner.
 - (4) If the property owner does not contact the Department during the voluntary compliance period, the mandatory compliance period begins.
- c. After the expiration of the voluntary compliance period, any allowed extension or upon denial of an extension, the Department will serve the documents by personal service to the address of the property owner as found in the records of the County Assessor outlining a 30 day mandatory compliance period before the violation will be referred to the County attorney for possible prosecution.
- d. If the property owner does not contact the Department during the 30 day mandatory compliance period, the violation will be referred to the County Attorney for possible prosecution.

Violations of this Resolution will be prosecuted as allowed by Wyoming Statutes.

2. Revocations or Suspensions

The Department shall determine whether or not to recommend revocation or suspension of a permit and, if the Department determines that a revocation or suspension is appropriate, shall schedule a hearing in accordance with the public hearing process.

Health and safety concerns may result in the immediate suspension of the permit until the application can be heard in accordance with the public hearing process.

The following are grounds for revocation or suspension of a permit:

- a. The permit was issued, in whole or in part, on the basis of a misrepresentation or omission of a material statement in the application or any other material supplied by the applicant.
- b. Failure to comply with any condition of a permit.
- c. The use or structure does not comply with the requirements of this resolution.
- d. The use or structure for which the permit was granted has been discontinued for a period of 18 months.
- e. Due to its condition, the use or structure allowed by the permit has become detrimental to public health, safety, and welfare or the manner of operation constitutes or is creating a violation.
- f. Failure to obtain and maintain applicable federal, state, and local permits.

F. Variances

A variance request requires a public hearing before the Commission and the Board. The Commission may recommend and the Board may authorize variances from the requirements of this Resolution that may not be contrary to the public interest. Variances are requests to vary or depart from requirements of this Resolution including relief from setback, height, parking and other requirements of this code. The purpose of the Variance shall be to modify the strict application of the requirements of this Resolution where, owing to exceptional and extraordinary circumstances, literal enforcement of the terms of this Resolution will result in unnecessary hardship. Every such Variance authorized shall not be personal to the applicant, but shall run with the land. The Commission and Board shall take into consideration the following conditions:

- 1. There are special circumstances or conditions, fully described in the Commission and Board’s findings, which are peculiar to the land or building for which the variance is sought and do not apply generally to land or buildings in the neighborhood, and have not resulted from any act of the applicant subsequent to the adoption of the Zoning Resolution;
- 2. For reasons fully set forth in the Commission’s and Board’s findings, the circumstances or conditions are such that the strict application of the provisions of the Sweetwater County Zoning Resolution would deprive the applicant of the reasonable use of the land or building, the granting of the adjustment is necessary or the reasonable use thereof and the adjustment as granted is the minimum adjustment that will accomplish this purpose;
- 3. The granting of the variance is in harmony with the general purposes and intent of the Zoning Resolution and will not be injurious to the neighborhood or otherwise detrimental to the public welfare.

An application for a Variance must be submitted to the Department and will follow the Public Hearing Process.

G. Appeals

A public hearing is required to appeal any final order or decision of the Department or Board by any person aggrieved or affected by any such order or decision. No work shall proceed on any structure or tract of land covered by the order or decision appealed from except to correct a health or safety violation. An appeal shall be taken within 30 days from the date of the action appealed by filing proper notice in the manner listed below.

1. Appeals from a Decision of the Land Use Department

Appeals from a final order or decision of the Department must be filed with the Board. The filing shall consist of a copy of the decision being appealed. The Board will then schedule the appeal on the agenda of the next regularly scheduled meeting that is 20 days or more after the filing date. The Department will receive notification from the Board of the date and time of the hearing and shall post notification of such on the affected property for a minimum of 14 days and shall notify adjacent property owners, agencies and other affected parties of the date and time of the hearing. The Board may decide, at the public hearing, to uphold the decision of the Department, overturn the decision of the Department or amend the original application being appealed with conditions of approval.

2. Appeals from a Decision of the Board

Appeals from a final order or decision of the Board must be filed with the District Court in accordance with Wyoming's Rules of Civil Procedure.

H. Limitations of Filing

In the case of Discretionary Permit Applications, no application shall be made by a property owner or his agent which has been the subject of a hearing conducted by the Commission and/or the Board within the immediately preceding 12 month period at which the hearing resulted in a rejection of the proposed action. This limitation shall not apply where the action being proposed for the same land area is substantially different from the previous application denied by the Commission or the Board.

I. International Fire Code

The 2015 International Fire Code with appendices B, C, D, E, F and G is hereby adopted with the scope of application for Appendices B, C and D restricted to the Growth Management Area with the following exceptions and replacements:

1. Section 105, Permits, is not adopted and therefore excluded.
2. The text of Section 108, Board of Appeals, is deleted in its entirety and replaced with the following language: "Appeals: Whenever the fire code official shall disapprove any application, or when it is claimed the provisions of this code do not apply or that the true intent and meaning of this code has been misconstrued or wrongly interpreted, the applicant or aggrieved party may appeal from a decision of the fire code official utilizing the appeals process of this Resolution."

3. Section 109.4, Violation Penalties, the text of this section shall be amended by insertion of the offense and the penalty in the spaces provided. After accomplishing this, this section states as follows in the entirety. “Violation Penalties: Persons who shall violate a provision of this code or shall fail to comply with any requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official shall be guilty of a misdemeanor, punishable by a fine of not more than \$750.00. Each day that a violation continues after due notice has been served shall be deemed a separate offense.”
4. That Section 111.4, Failure to Comply, shall be amended to read as follows: “Failure to comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe conditions, shall be liable to pay a fine of not less than \$50.00 or more than \$750.00.”
5. Pursuant to Sections 5706.2.4.4 and 6104.2 the jurisdiction is “the unincorporated areas of Sweetwater County.”

RESOLUTION 16-06-CC-03

**SWEETWATER COUNTY ZONING RESOLUTION
LANGUAGE AMENDMENT
SECTION 5 – DISTRICT USES**

WHEREAS, on March 11, 2016 and March 12, 2016 the Sweetwater County Land Use Department advertised a public hearing notice and an amended notice that a public hearing would be held on April 13, 2016 at 10:00 a.m. before the Planning and Zoning Commission and on April 16, 2016 the Sweetwater County Clerk advertised that a public hearing regarding language amendments to Section 5 of the Sweetwater County Zoning Resolution would be held on April 19, 2016 at 1:30 p.m. before the Board of County Commissioners at which time these amendments would be proposed; and

WHEREAS, the Sweetwater County Board of County Commissioners held a public hearing in regards to this matter on April 19, 2016, gave due consideration to the recommendation of the Planning and Zoning commission as well as to all the evidence and testimony presented at the hearing, and voted unanimously to sign a Notice of Intent to consider adoption of the language amendments to Section 5 of the Sweetwater County Zoning Resolution; and

WHEREAS, on April 22, 2016 this Notice of Intent was advertised in the Rocket-Miner calling for public comments to be received by June 6, 2016 and that the Sweetwater County Board of County Commissioners would consider adoption of these new rules after a public hearing on June 21, 2016;

NOW THEREFORE BE IT RESOLVED that the Sweetwater County Board of County Commissioners **ADOPTS** the Language Amendments to **Section 5 of the Sweetwater County Zoning Resolution** attached hereto and entitled “Sweetwater County Zoning Resolution Language Amendments; Board of County Commissioners Resolution 16-06-CC-03” and allows the Land Use Department to reorganize sections and subsections and to make minor administrative changes.

Dated this 21st day of June, 2016.

Sweetwater County
Board of County Commissioners

Wally J. Johnson, Chairman

John K. Kolb, Member

Don Van Matre, Member

Attest:

Randal M. Wendling, Member

Steven Dale Davis, County Clerk

Reid O. West, Member

**Sweetwater County Zoning Resolution Language Amendments
Board of County Commissioners Resolution 16-06-CC-03**

Section 5. District Regulations

A. Zoning District and Purpose

1. A (Agricultural) District

This district is intended to reflect the County's vast open spaces with large tracts of undeveloped land, and recognize the various uses that occur there. By nature, the majority of the County falls within this zone. Dominant land uses in this district include traditional open range livestock grazing and trailing; oil, gas and mineral exploration and extraction and cultivated agriculture. Most utilities and County provided services are limited or unavailable.

2. RR (Rural Residential) District

This district is intended to accommodate large lot residential development that is semi-rural in nature. This district may be located in areas without established public water and sewer systems. This district is not meant to be for farming or ranching where animals are raised in large numbers or for commercial purposes.

3. R-1 (Single Family Residential) District

This district is intended to accommodate single family subdivisions. Due to its urban density, an R-1 district shall typically be located within or adjacent to established communities or developed areas where urban services are available or readily accessible.

4. R-2 (Mixed Residential) District

This district is intended to accommodate existing residential development and associated land uses that were previously permitted on lots considered too small for the occurring uses. It is not the intent of Sweetwater County to designate additional areas R-2.

5. R-2/SF (Single Family Residential) District

This district is intended to accommodate single family subdivisions with lot sizes of one acre or greater.

6. R-3 (Multi-Family Residential) District

This district is intended to accommodate mixed residential opportunities (single-family through multi-family housing) in an organized and well-developed manner. The R-3 district should be applied judiciously where urban conveniences and services are available or readily accessible. This zone should not be applied in isolated, rural locations or within areas developing as strictly single family residential.

7. MH (Manufactured Home) District

This district is intended to accommodate the development of well-designed mobile home subdivisions where each mobile unit is placed on its own designated lot. The MH zone should not be applied in isolated, rural locations or within areas developing as strictly single family residential.

8. CRS (Commercial Recreational Services) District

This district is intended to accommodate recreation specific uses and development. Good access and exposure to major routes is important for many of the uses. The zone district should be kept compact. The district is appropriate for application near natural recreational areas and near major highways. It should not be applied in such a manner that it would infringe on residential districts.

9. B (Retail Business) District

This district is intended to accommodate retail sales of consumer goods and services directly to the customer. Due to the nature of the services provided, B zones may be appropriate adjacent to residential areas if adequate setbacks and design standards are implemented. Good design and adequate off-street parking should be a part of any new area devoted to this zone. It may take the form of a small shopping center or a small central business district for a small community.

10. C (Commercial) District

This district is intended to accommodate commercial and retail uses. This zone and associated uses are most applicable where convenient access, infrastructure and services are available; however, it is not intended to be applied as a narrow commercial strip on each side of an important highway.

11. I-1 (Light Industrial) District

This district is intended to accommodate manufacturing and light industrial land uses which require adequate services and infrastructure. These uses should be located adjacent to existing communities or in other areas where services are or can be provided. This district is intended to provide a transition between commercial and heavy industrial uses.

12. I-2 (Heavy Industrial) District

This district is intended to accommodate major industries likely to have considerable impact on adjacent land uses. This zone should not be located adjacent to residential areas and some commercial areas. This zone is most suitable for isolated, industrial locations where adequate facilities can be made available.

13. MD-1 (Mineral Development) District

This district is intended to accommodate all mineral extraction or production and

ancillary facilities.

14. MD-2 (Mineral Development Overlay) District

This is an overlay district intended to accommodate underground mining in conjunction with the surface uses of the base zoning district.

15. LS (Lot Size Overlay) District

This is an overlay district intended to provide landowners with the ability to be more restrictive in minimum lot size for any zoning district. Permitted uses for the base zone district shall apply.

16. AO (Airport Overlay) District

This district is intended to minimize exposure of residential and other sensitive land uses to aircraft overflight areas, to avoid danger from aircraft overflight areas, to avoid danger from aircraft accidents; and to encourage compatible land uses within the area; and to restrict incompatible land uses within the airport influence area.

B. Minimum District Size

1. A (Agricultural) District – 80 Acres

2. RR (Rural Residential) District – 5 Acres

3. R-1 (Single Family Residential) District – 10 Acres

4. R-2 (Mixed Residential) District – 5 Acres

5. R-2/SF (Single Family Residential) District – 5 Acres

6. R-3 (Multi-Family Residential) District – 5 Acres

7. MH (Manufactured Home) District – 5 Acres

8. CRS (Commercial Recreational Services) District – 10 Acres

9. B (Retail Business) District – 1 Acre

10. C (Commercial) District – 10 Acres

11. I-1 (Light Industrial) District – 10 Acres

12. I-2 (Heavy Industrial) District – 25 Acres

13. MD-1 (Mineral Development) District – No Minimum District Size

14. MD-2 (Mineral Development) District – No Minimum District Size

15. LS (Minimum Lot Size Overlay) District – No Minimum District Size
16. AO (Airport Overlay) District – No Minimum District Size

For the purpose of computing the size of an area for compliance, there shall be included:

1. One half of the area of abutting rights-of-way not to exceed the distance to the centerline.
2. All of the area of public rights-of-way interior to the area being changed.
3. Adjacent land within the County already zoned in the zoning classification being sought for the new area.

C. Accessory Uses

Any use which is clearly incidental and commonly associated with the Permitted Use and is operated under the same ownership and on the same property may be operated as an Accessory Use. Please see District Uses chart for accessory uses allowed in each zone district.

1. Common Residential Accessory Uses include, but are not limited to, garages or shops for personal use, swimming pools, sheds, carports, children's playhouse, playground equipment, doghouses, kennels for the housing of commonly accepted privately owned pets, personal indoor riding arena, gazebos, garden and landscaping structures, etc.
2. Common Non-Residential Accessory Uses include, but are not limited to, caretaker's quarters occupied by owners or persons employed on the premises and their immediate families, a residence above a business, offices, storage buildings, ancillary mineral development facilities such as compressor stations, etc.
3. Accessory Uses operated within a structure shall not exceed a gross floor area equal to 50% of the gross floor area of the Permitted Use or 50% of the lot or parcel.
4. Accessory Structures may be constructed to the following:
 - a. Not to Exceed 100% of the gross floor area of the Permitted Structure in the R-1, R-2, R-2/SF, R-3 and MH Zone Districts
 - b. 100% to 200% of the gross floor area of the Permitted Structure in the RR zoning district and any zoning district with a Lot Size Overlay of 20 acres or larger.
 - (1) Only one (1) detached accessory structure over 100% shall be allowed in the RR zoning district and Lot Size Overlay Districts of 20 acres or larger.
 - c. Over 200% of the gross floor area of the Permitted Structure in the A Zone District.

5. An accessory structure which exceeds the gross floor area allowed in a zoning district may be permitted through the Conditional Use Permit process.
6. A guest house or accessory residence may be permitted through the Conditional Use Permit process.
7. Bus shelters and transportation waiting areas must not be located in the clear vision area of corner lots or the right-of-way of public or private roads. Bus shelters and transportation waiting areas do not need to meet setbacks.

D. LS (Minimum Lot Size) Overlay District

The purpose of this district is to superimpose over one or more zoning districts a lot size that is more restrictive than the underlying base zone district. This district shall be referred to as an LS Overlay District. The Permitted Uses, Accessory Uses and Home Occupations of the underlying base zone district shall remain as regulated in this Resolution.

The minimum lot area for the LS Overlay District shall be no less than that specified for the underlying base zoning district.

All procedural requirements of the Zone Map Amendment shall be followed.

E. AO (Airport Influence Area Overlay) District

1. Intent

This resolution is meant to minimize exposure of residential and other sensitive land uses to aircraft overflight areas, to avoid danger from aircraft overflight areas, to avoid danger from aircraft accidents; and to encourage compatible land uses within the area; and to restrict incompatible land uses within the airport influence area. Incompatible land uses can be defined as:

- a. Residential and other noise sensitive uses.
- b. Congregations of people in approach and departure areas to protect people and property on the ground.
- c. Manmade and natural structures that can interfere with flight.
- d. Uses that may be affected by vibration or fumes from aircraft operations.
- e. Uses of land on the airport that interfere with areas needed for aviation-related activities.

The Airport Influence Area Overlay District shall be superimposed on designated lands near the Rock Springs – Sweetwater County Airport in addition to other basic zone districts already described in the Zoning Resolution of Sweetwater County. When provisions of the Airport Influence Area Overlay District (AO) conflict with regulations of the base zone district, the more restrictive provisions shall be applied.

2. Purpose

The purpose of this district is to maintain land use compatibility in the areas influenced by airport operations. Permitted uses should consider the factors of airport operations, overflight exposure and density of proposed development. A special mandatory review process should study each land use change proposal to determine its specific compatibility. All land use change proposals in the Airport Influence Area Overlay District shall be considered only after a prior review and comment by the Airport Board and the Airport Manager. The imposition of aviation easements will be required for all development in the Airport Influence Area Overlay District. Notice to prospective buyers of property within the district, particularly for residential use purposes, through fair disclosure, is strongly recommended.

3. General Provisions

a. Jurisdiction

This section shall apply to all lands within or around the airport which would be impacted by air traffic, overflight or any hazard related to the operation and maintenance of an airport facility whose operation may increase or whose fleet mix of aircraft may change.

b. Boundaries

The approximate boundaries of all established airport influence areas shall be as they appear on the most current Off-Airport Land Use Plan, being a component of the most current Rock Springs-Sweetwater County Airport Layout Plan or other documents approved by the Commission and the Board.

c. Warning and Disclaimer of Liability

The degree of protection provided by this section is considered reasonable for regulatory purposes and is based on engineering and scientific methods of study. This section does not imply that areas outside of the airport influence area district will be totally free from hazards. Nor shall this section create a liability on the part of or a cause of action against the County or any officer or employee thereof for any damages that may result directly or indirectly from the reliance on this section.

4. Uses

No building or land shall be used and no building shall hereafter be erected, converted or structurally altered unless otherwise provided for herein, with the exception of one or more of the following uses:

- a. No use may be made of land within the designated Airport Influence Area Overlay District in such a manner as to create electrical interference with radio communication between the airport and aircraft, make it difficult for pilots to distinguish between airport lights and other lights, cause glare in the eyes of pilots using the airport, impair visibility in the vicinity of the airport or otherwise

endanger the landing, taking off, or maneuvering of aircraft at the airport or in the vicinity of the airport. Review of land use proposals and/or changes shall utilize the airport influence area overlay district boundaries and their relationship to airport operations.

- b. The regulations prescribed in this section shall not be construed to require the removal, lowering, or other changes or alteration of any structure or object of natural growth not conforming to this section as of the effective date of this section, or otherwise interfere with the continuance of any nonconforming use.
- c. Nothing herein contained shall require any change in the construction, alteration, or intended use of any structure, the construction or alteration of which was begun prior to the effective date of this section and is diligently prosecuted; provided, however, that when the nonconforming structure is destroyed or damaged to the extent of over 50% of the appraised value of the nonconforming structure, any reuse, reconstruction or replacement shall be deemed a new use or shall be subject to the applicable provisions of these regulations.
- d. The owner of any nonconforming structure or object of natural growth is hereby required to permit the installation, operation and maintenance thereon of such markers and lights as shall be deemed as necessary by the Airport Board and Airport Manager to indicate to the operators of aircraft in the vicinity of the airport the presence of such nonconforming structures or objects of natural growth. Such markers and lights shall be installed, operated, and maintained at the expense of the airport owners.

5. Special Limitations Within the Airport Influence Area District

a. Height Limitations

- (1) Height limitations within the Airport Influence Area Overlay District, except as otherwise provided in this section, are subject to the limitation of the district within which the property is located, and as set forth by the Federal Aviation Administration (FAA) in the Federal Aviation Regulations (FAR), Part 77. No structure or object of natural growth shall be constructed, erected, altered, allowed to grow, or to be maintained in excess of height limits and zones herein established.
- (2) Submission of a 'Notice of Proposed Construction and Alteration' (Form 7460-1), and subsequent approval from the Federal Aviation Administrator shall be required for the construction or alteration of any structure penetrating a 100:1 foot plane located within 20,000 feet of any runway. Receipt of FAA Form 7640-9 Determination of No Hazard for any structure is required before issuing a Sweetwater Zoning Permit.
- (3) Imaginary surface limitations as prescribed by Federal Aviation Regulation Part 77, within the Airport Influence Area Overlay District include all land and air space within the area, which would be hazardous to air navigation. These limitations represent areas above imaginary surfaces and are designed to regulate the height of structures and trees in

the airport vicinity. They are set forth by the FAA in the Federal Aviation Regulations, Part 77. All of the surface limitation categories listed below have their dimensions given in the most recent FAA approved Rock Springs-Sweetwater County Airport Layout Plan.

- (a) Runway Protection Zone: A runway protection zone (RPZ) is trapezoidal in shape and centered about the extended runway centerline. The RPZ is the land at ground level that begins 200 feet beyond the end of each runway.
- (b) Object Free Area: The object free area (OFA) is a two-dimensional ground area surrounding runways, taxiways and taxilanes which is clear of all objects except those whose location is fixed by function and accepted by the FAA.
- (c) Runway Safety Area: A defined surface area surrounding the runway prepared or suitable for reducing the risk of damage to airplanes.
- (d) Primary Surface: A Part 77 airport surface longitudinally centered on a runway. The primary surface extends 200 feet beyond the paved surface end.
- (e) Approach Surface: A surface longitudinally centered on the extended runway centerline and extending outward and upward from each end of the primary surface. An approach surface is applied to each end of each runway based upon the type of approach available or planned for that runway end. Refer to the ALP for the airport to determine the approach surfaces and slope for the runway.
- (f) Transitional Surfaces: The transitional surfaces are located on both sides of the approach and primary surfaces. These surfaces extend outward and upward at right angles to the runway centerline and runway centerline extended, at a slope of seven feet horizontal for every one foot vertical rise from the sides of the primary and approach surfaces, until it reaches 150 feet above the highest point on any runway (airport elevation).
- (g) Horizontal and Conical Surfaces: These are the upper aeronautical surfaces surrounding an airport that are used by aircraft for turning and maneuvering in close proximity to the airport preceding landing and immediately after takeoff.

b. Land Use Limitations

To assume the protection of the public from overflight impacts and hazards associated with flying operations, and to comply with FAR Part 77, the following airport zones are established.

- (1) Horizontal and Conical Surfaces Zone: Exposure to airport overflight is considered minimal, but increases as the runway ends are approached. Residential construction should be limited to low-density development. The siting of public facilities, such as hospitals, schools, churches, etc., should be especially reviewed and noise-sensitive development near runway approaches should be discouraged.
- (2) Approach Surface Zone: Exposure to airport noise is considered moderate. Residential and public facilities should be especially reviewed and prohibited in the approach surface zone. Nonresidential development should be restricted as to density and should only be approved provided noise attenuation measures are incorporated into facility design.
- (3) Runway Protection Zone: All land in this zone should be kept clear of any structures. Land use in this area should be restricted to open space or agriculture.

c. Critical Zones:

- (1) Areas 2,000 feet wide extending 5,000 feet horizontally from a point 200 feet from each end of visual runways
- (2) Areas 4,000 feet wide extending 10,000 feet horizontally from a point 200 feet from each end of instrument runways.
- (3) Besides the overlapping concerns of the above zones 3 zones 2.b.1.(a), 2.b.1.(b), and 2.b.1.(c). the critical zones need to require that no use may be made or activity carried on, on land within this zone in a manner as to:
 - (a) Create electrical interference with navigational signals or radio communication between the airport and aircraft;
 - (b) Make it difficult for pilots to distinguish between airport lights and other lighting;
 - (c) Result in glare in the eyes of pilots using the airport;
 - (d) Impair visibility in the vicinity of the airport; or
 - (e) Otherwise in any way create a hazard or endanger the landing, takeoff, or maneuvering of aircraft intending to use the airport.

6. Avigation Easement

An avigation easement is a nonpossessing property interest in airspace over a land parcel or portion of land. It is a legally developed document obtained by an airport to cover items such as the right of flight, right to remove obstructions, etc., but not necessarily to the extent of prohibiting the use of the land within the limits of the rights obtained..

7. Fair Disclosure Statements

Fair disclosure statements serve to notify prospective buyers of property near airports that they may be exposed to potentially impactful levels of aircraft overflight. These statements in no way abrogate an individual's right to take later action against the airport, but they at least give buyers a fair warning.

F. District Use Chart

USES	P = Permitted Use				A = Accessory Use				C = Conditional Use				T = Temporary Use	
	A	RR	R-1	R-2	R-2/ SF	R-3	MH	CRS	B	C	I-1	I-2	MD- 1	MD- 2
Residential														
Dwelling, Caretaker	A							A	A	A	A	A	A	A
Dwelling, Multi-Family, Site Built	P	P		P		P		P	A	A	A	A	A	A
Dwelling, Single-Family, Manufactured or Mobile	P	P		P		P		P	A	A	A	A	A	A
Dwelling, Single-Family, Modular	P	P		P		P		P	A	A	A	A	A	A
Dwelling, Single-Family, Site Built	P	P	P	P		P		P	A	A	A	A	A	A
Dwelling, Two-Family, Site Built														
Guest House	C	C	C	C										
Residential Accessory Structure Not to Exceed 100% of the Gross Floor Area of the Permitted Use	A	A	A	A	A	A								
Residential Accessory Structure 100% to 200% of the Gross Floor Area of the Permitted Use (also LS20 and greater overlay districts)	A	A	C	C	C	C								
Residential Accessory Structure In Excess of 200% of the Gross Floor Area of the Permitted Use	A	C	C	C	C	C								
Solar Energy System – On-Site	A	A	A	A	A	A		A	A	A	A	A	A	A
Storage of Unlicensed Vehicles (# Allowed Per Zone District)	A(4)	A(4)	A(2)	A(4)	A(2)	A(2)								
Temporary Dwelling	T	T	T	T	T	T		T	T	T	T	T	T	T
Temporary Storage	T	T	T	T	T	T								
Wind Energy Conversion Systems – Non-Commercial	A	A	A	A	A	A		A	A	A	A	A	A	A
Agriculture, Commercial (In GMA, must be ¼ mile from residential & commercial zone districts)														
Agriculture, Non-Commercial	P	A		A	A									
Farm Implement Sales, Service & Repair	P								P	P				
Farming over 10 Acres	P													
Farming 10 Acres and Under (Hobby Farms)		A												
Forest Management & Logging	P													
Grain and Feed Mill	P													
Grain Elevator	P													
Greenhouse, Commercial	P								P	P				
Lumber Yard									P	P				
Sawmill														
Aircraft														
Aircraft Landing Site/Strip - Private or Public	C										C	C		
Airport														
Heliport	C					C				C	C			
Animals - Household and Livestock														
Animal Grooming Facility	C								P	P	P	P		
Animal Hospital	P								P	P	P	P		
Animal Shelter	C	C		C	C				P					
Dairying (In GMA, must be ¼ mile from residential & commercial zone districts)	P													
Feed Lots and Sales	P/C GMA													
Feed Store	P													
Hatchery (In GMA, must be ¼ mile from residential & commercial zone districts)	P								P	P	P	P		
Indoor Riding Arena - Commercial	P													
kennel and Pet Boarding	C	C		C	C				P	P	P	P		
Ranching and Grazing	P													

	USES	A	RR	R-1	R-2	R-2/ SF	R-3	MH	CRS	B	C	I-1	I-2	MD- 1	MD- 2
	Riding Accessory Shop	P									P	P	P		
	Commercial Corrals or Riding School	P/C GMA							P		P	P	P		
	Slaughterhouse	C											C		
	Commercial and Retail Services														
	Auction Sales										P	P	P		
	Bakery, Candy or Confectionary Store								P	P	P				
	Bank and/or Savings and Loan Offices									P	P				
	Bar, Lounge or Nightclub								P	P	P	P	P		
	Book Store or Newsstand								P	P	P				
	Business Machine Sales and Service									P	P	P	P		
	Clothing and Shoe Retail Sales, Repair and Alterations									P	P	P			
	Convenience Store								P	P	P	P	P		
	Copy and/or Print Shop									P	P	P	P		
	Department Store									P	P				
	Drug Store									P	P				
	Dry Cleaning Plant and/or Commercial Laundry										P	P	P		
	Florist, Garden Center or Nursery	P								P	P				
	Frozen Food Locker Plant										P	P	P		
	Furniture and Home Furnishings Store									P	P	P			
	Gift, Art, Curio, Stationery or Novelty Shop									P	P				
	Grocery Store or Food Store including meat, fish, dairy, vegetables and fruit								P	P	P				
	Hardware, Home Improvement, Paint and/or Wallpaper Store								P	P	P				
	Hobby, Scrapbooking, Art and Craft Supplies								P	P	P				
	Jewelry Store									P	P				
	Laboratory, Research and Support including Environmental, Medical, Veterinary & Forensic										P	P	P		
	Laundromat and/or Dry Cleaning Collection & Distribution								P	P	P	P	P		
	Liquor Store								P	P	P	P	P		
	Locksmith									P	P				
	Music Studio and Musical Instrument Sales and/or Repair									P	P	P	P		
	Office										P	P	P		
	Pawn Shop								P	P	P	P	P		
	Pet Store									P	P	P	P		
	Photography - Studio and/or Processing									P	P				
	Printing and Publishing Facility										P	P	P		
	Recycled Wood or Building Materials Restoration Store										P	P	P		
	Restaurant, Cafeteria, Café, Delicatessen or Drive-In	C							P	P	P	P	P		
	Seasonal Sales i.e. Christmas Trees, Firewood, Farmer's Markets, etc.								T		T	T	T		
	Sexually Oriented Businesses (See Section 23)	T													
	Shipping and Receiving Store including Rental Mailboxes								P	P	P	P	P		
	Sporting Goods Store								P	P	P	P	P		
	Toy Store								P	P	P	P	P		

	USES	A	RR	R-1	R-2	R-2/ SF	R-3	MH	CRS	B	C	I-1	I-2	MD- 1	MD- 2
Contractors and Construction Trade															
	Construction Yards - Off-Site	T							T	T	T	T	T		
	Contractor Shops, Sales, Service & Storage										C	P	P		
	Heavy Equipment Sales, Service & Repair											C	P		
	Pipeyards	C										C	P		
Educational Services															
	Daycare Center, Preschool or Nursery School	C	C	C	C	C	C		P	P	P				
	Schools, Heavy Equipment Training	C									C	P	P		
	Schools, Public or Private – Elementary or Secondary	C	C	C	C	C	C	C	P	P	P				
	Schools, Trade and Vocational	P									P	P	P		
Entertainment and Recreation															
	Bowling Alley									P	P	P			
	Campground for Tent and Vehicular Campers	C							P	P	C				
	Carnival, Fair, Market or Festival	T							T	T	T	T			
	Community Center, Public or Private - Not for Profit or Gain	C	C	C	C	C	C		P	P	P				
	Dancing or Theatrical Studio								P	P	P	P			
	Drive-In Theater	C							P	P	P				
	Fairgrounds	C							P	P	P	P			
	Fraternal Organization									P	P				
	Golf Course, Miniature	P							P		P				
	Golf Course, Public or Private or Driving Range	P							P		P				
	Recreational Facilities NOT involving Firearms, Motor Vehicles or Animals	C	C	C	C	C	C		P	P	P				
	Rifle, Pistol, Skeet or Trap Range	C							C	C	C	C	C		
	Roller Skating or Ice Skating Rinks								P	P	P				
	Theater								P	P	P				
	Track, Trail, Course or Speedway - Animal, Vehicle or Athlete	C							C		C	C	C		
Funerary Services															
	Cemetery	P/C GMA	C		C	C					C				
	Crematorium	C											C		
	Mortuary	C								P	P	P			
Hazardous, Flammable and Combustible Materials															
	Above Ground Storage of Fuels Over Allowed Quantities	C							C	C	C	C	C	C	C
	Evaporation Ponds, Commercial	C												C	
	Explosives Storage											C	C	C	
	Filling Station - Gasoline, Diesel, LP and CNG								P	P	P	P	P		
	Fireworks								C	C	C	C	C		
	Hazardous Waste Disposal Facility													C	
	Incinerator													C	
	Liquid Nitrogen Plant														
	Refinery													P	
	Radioactive Materials Storage													P	
														C	C

	A	RR	R-1	R-2	R-2/ SF	R-3	MH	CRS	B	C	I-1	I-2	MD- I	MD- 2
USES														
Lodging														
Bed and Breakfast Home	P	C	C	C	C	C		C	C					
Hotel or Motel								P	P	P				
Hunting Camp (In GMA, must be ¼ mile from residential & commercial zone districts)	P													
Lodge or Resort	P							P		P				
Ranch Recreation Facility (In GMA, must be ¼ mile from residential & commercial zone districts)	P					P								
Rooming or Boarding House														
Temporary Work Camp	T												T	
Work Camp	C												C	
Manufacturing														
Asphalt and/or Concrete Mixing or Batch Plant	C										C	P		
Assembly or Fabrication from Component Parts or from Materials Already Processed or Manufactured into their Final Usable State										P	P	P		
Bottling Plant											P	P		
Bulk Plant, Gasoline or LP Gas												P		
Chemical Fertilizer and Weed and Pest Control Products												P		
Ready Mix Cement Plant												P		
Welding Equipment Sales & Service											P	P		
Medical Services														
Ambulance Station									P	P				
Dental or Medical Clinic									P	P				
Hospital										P				
Laboratory, Medical or Dental									P	P	P			
Nursing Home	C	C	C	C	C	C			P	P	P			
Pharmacy									P	P				
Mining, Extraction and Energy Production														
Compressor Station	P/C GMA										P	P	P	
Exploration, Production, Processing, Separation or Storage	P/C GMA											P	P	P
Heavy Equipment Storage Yard	T										P/C GMA	P		
Injection Well	C											C		
Mineral Stockpiling	C										C	P	P	
Mining, Drilling and Oilfield Equipment Sales, Supplies, Fabrication and/or Repair										P	P	P	P	
Quarries Under 10 Acres in Size – See Gravel Mining Section	P/C GMA												P	
Quarries Not Exceeding 40 Acres in Size – See Gravel Mining Section	C												C	
Quarries 40 Acres and Over in Size – See Gravel Mining Section														P
Surface Mining														P
Underground Mining and Processing														P
Water Service	C									C	P	P	P	

	USES	A	RR	R-1	R-2	R-2/ SF	R-3	MH	CRS	B	C	I-1	I-2	MD-1	MD-2
Professional/Personal Services															
	Appliance Sales, Service and Repair									P	P				
	Attorney's Office									P	P				
	Beauty Shop, Barber Shop, Salon									P	P				
	Exterminator Service									P	P	P	P		
	Mini-Warehousing and/or Self Storage Facility								C		P	P	P		
	Real Estate Brokerage Office									P	P				
	Travel Agency									P	P				
Public Services															
	Communication Booster, Repeater Tower or Facility	P/C GMA	C			C	C				C	P	P	P	P
	Correctional Facility	C												C	
	Fire Station	P	P	P	P	P	P	P	P	P	P	P	P		
	Library	P	P	P	P	P	P			P	P				
	Museum	P	P	P	P	P	P			P	P				
	Photovoltaic Power Station - Commercial	C													
	Police Station	P	P	P	P	P	P	P	P	P	P	P	P		
	Post Office	P	P	P	P	P	P	P	P	P	P	P	P		
	Power Plant														
	Public Fire Department Fire Protection Training Facility	C	C		C	C		C	C	C	C	P	P		
	Public Utility Transmission Lines, Pipelines, Towers, Substations & Ancillary Facilities	P													P
	Public Utility –Offices, Maintenance Shops, Transportation Lines, Service Lines & Ancillary Facilities	P	P	P	P	P	P	P	P	P	P	P	P		
	Radio and/or Television Station, Offices and Transmitting Towers	P								P	P	P	P		
	Sanitary Landfill	C												C	C
	Sewage Treatment Facility	C													
	Solar Energy Systems – Utility Scale	C													
	Wind Energy Conversion Systems - Commercial (See Section 18)	C													
Religious Services															
	Auxiliary buildings used for business, social or extension activities	P	P	P	P	P	P	P	P	P	P	P	P	P	P
	Church, Synagogue, Mosque, Temple or any building where congregations gather for prayer	P	P	P	P	P	P	P	P	P	P	P	P	P	P

USES		A	RR	R-1	R-2	R-2/ SF	R-3	MH	CRS	B	C	I-1	I-2	MD-1	MD-2
Vehicle Services & Transportation															
Auto Parts Store										P	P	P			
Automobile and Truck Rental Services											P	P	P		
Bus Terminal												P	P		
Camper Sales, Service and Repair									P		P	P			
Car Wash and/or Detailing										P	P	P			
Freight Terminal													P		
Impound, Salvage and Storage Yard for Vehicles												C	C		
Junkyard and/or Recycling Center												C	C		
Marina									P						
Mobile Home Sales, Service, Supplies and Storage											P	P			
Motorized Vehicle Sales, Service and Repair											P	P			
Non-Motorized Vehicle Sales, Service and Repair									P	P	P				
Parking Lot or Structure	C									P	P				
Railroad Facilities including Shops and Yards	P														
Tire Store and Service Establishment												P	P		
Transit and/or School Bus Shelters												P	P		
Travel Center/Truck Stop	P		P	P	P	P	P	P	P	P	P	P	P		
Truck Repair												C	C		
Trucking (10 and fewer trucks)												C	C		
Trucking (Over 10 trucks)												C	C		
Warehousing and Storage Facilities															
Subsurface Storage of Records	C														
Warehouse not exceeding 20,000 square feet total												P	P	P	P
Warehouse 20,000 Square Feet or Over												P	P		
Warehousing, Wholesale Storage and Sales of Already Manufactured Products (excluding explosives)												P	P	P	P

G. SETBACK REQUIREMENTS

Zoning Districts	Minimum Lot Size ¹	Minimum Lot Width in Feet at Front Line	Minimum Lot Depth to Width Ratio	Minimum Front Setback in Feet	Minimum Rear Setback in Feet (Perm./Acc.)	Minimum Side Setback in Feet (Perm./Acc.)	Minimum Space Between Structures in Feet	Permitted Encroachments in Feet	Maximum Height of Structures in Feet ²	Fencing ³	% Open Space
A (Agriculture)	35 / 10 / 5 ⁴	None	None	15 / 100 ⁵	15 / 100 ⁵	15 / 100 ⁵	5 / 15 ⁶	None	None ⁷	No Restrictions	None
RR (Rural Residential)	1 Acre	100	2.5:1	25	15	10 / 5 ⁸	5 / 15 ⁶	None	35	No Restrictions	50
R-1 (Single Family Residential)	8,500 SF	80	2.5:1	25	15 / 5	10 / 5 ⁸	5 / 10 ⁶	2 / 5 ⁹	35	CFOPSW	50
R-2 (Mixed Residential)	7,500 / 10,000 / 2 ¹⁰	75	2.5:1	25 ¹²	15 / 5 ¹²	10 / 5 ⁸	5 / 10 ⁶	2 / 5 ⁹	35	CFOPSW	40
R-2/SF (Single Family Residential)	1 Acre	100	2.5:1	25	15 / 5	10 / 5 ⁸	5 / 10 ⁶	2 / 5 ⁹	35	CFOPSW	40
R-3 (Multi-Family Residential)	1 Acre	100	2.5:1	25	15 / 5	10 / 5 ⁸	5 / 10 ⁶	2 / 5 ⁹	35	CFOPSW	40
MH (Manufactured Home)	7,500	75	2.5:1	20	10	10 / 5 ⁸	5 / 10 ⁶	2 / 5 ⁹	28	CFOPSW	20
CRS (Commercial/Recreational Services)	1 Acre	100	2.5:1	25 ¹¹	10	10 ⁸	15	2 / 5 ⁹	35	B-6/CFOPSW	None
B (Retail Business)	10,000	75	2.5:1	10 ¹¹	10	10 ⁸	15	2 / 5 ⁹	50	CFOPW	None
C (Commercial)	1 Acre	100	2.5:1	25 ¹¹	20	10 ⁸	15	2 / 5 ⁹	50	B-6/CFOPSW	None
I-1 (Light Industrial)	1 Acre	100	2.5:1	25 ¹¹	20	10 ⁸	15	2 / 5 ⁹	50	B-6/CFOPSW	None
I-2 (Heavy Industrial)	1 Acre	100	2.5:1	25	20	10 ⁸	30	2	None	B-6/CFOPSW	None
MD-1 (Mineral Development 1)	None	None	None	5	5	5	15	None	None	No Restrictions	None
MD-2 (Mineral Development 2 Overlay)	Base District	Base District	Base District	Base District	Base District	Base District	Base District	Base District	Base District	Base District	Base District

1- If no centralized water or sewer, minimum lot size in every zone district is two acres.

2- Church spires, church towers, chimneys, flagpoles, antennas, monuments, water towers, and fire towers may be erected to any safe height not in conflict with other regulations. Maximum height shall be measured from the highest elevation of the finished grade to where it connects to the building.

3- Fencing Codes as follows: B=Barbed Wire, C=Chain Link, E=Electric, F=Wood & Vinyl, O=Ornamental Iron, P=Plantings, S=Split Rail, W=Walls & Retaining Walls.

4- 35 Acre Minimum for Permitted Use Other than Residence / 10 Acre Minimum for Residence / Five Acre Minimum for Family Exemption

5- All structures housing farm animals shall be at least 100 feet from all residential, business and commercial districts.

6- Five foot minimum spacing between structures on your own lot / 10 or 15 foot spacing between structures on another lot, whether or not under different ownership.

7- Structures may be erected to any safe height not in conflict with other regulations.

8- See Clear Vision Areas in Section 4 for corner lot setbacks.

9- Belt courses, sills, lintels, exterior columns, chimneys and building accessories may project two feet into all setback spaces / Unwalled porches, terraces, balconies, parking pads and exterior stairways may project five feet into any setbacks.

10- 7,500SF for single family dwelling / 10,000SF for two-family dwellings / Two acres if no public water and/or sewer system is available.

11- The front setback space shall be used only for access ways into the lot or parcel, landscaping and for vehicular and equipment parking.

12- In the R-2 Zone District, for lots or parcels that have alleys in the rear yard, have fire protection and that legally predate this Zoning Resolution, the front setback shall be 20 feet, the rear & side setback shall be 10 feet for permitted uses and 5 feet for accessory structures.

RESOLUTION 16-06-CC-04

**SWEETWATER COUNTY ZONING RESOLUTION
LANGUAGE AMENDMENT
SECTION 8 – TEMPORARY USES**

WHEREAS, on March 11, 2016 and March 12, 2016 the Sweetwater County Land Use Department advertised a public hearing notice and an amended notice that a public hearing would be held on April 13, 2016 at 10:00 a.m. before the Planning and Zoning Commission and on April 16, 2016 the Sweetwater County Clerk advertised that a public hearing regarding language amendments to Section 8 of the Sweetwater County Zoning Resolution would be held on April 19, 2016 at 1:30 p.m. before the Board of County Commissioners at which time these amendments would be proposed; and

WHEREAS, the Sweetwater County Board of County Commissioners held a public hearing in regards to this matter on April 19, 2016, gave due consideration to the recommendation of the Planning and Zoning commission as well as to all the evidence and testimony presented at the hearing, and voted unanimously to sign a Notice of Intent to consider adoption of the language amendments to Section 8 of the Sweetwater County Zoning Resolution; and

WHEREAS, on April 22, 2016 this Notice of Intent was advertised in the Rocket-Miner calling for public comments to be received by June 6, 2016 and that the Sweetwater County Board of County Commissioners would consider adoption of these new rules after a public hearing on June 21, 2016;

NOW THEREFORE BE IT RESOLVED that the Sweetwater County Board of County Commissioners **ADOPTS** the Language Amendments to **Section 8 of the Sweetwater County Zoning Resolution** attached hereto and entitled “Sweetwater County Zoning Resolution Language Amendments; Board of County Commissioners Resolution 16-06-CC-04” and allows the Land Use Department to reorganize sections and subsections and to make minor administrative changes.

Dated this 21st day of June, 2016.

Sweetwater County
Board of County Commissioners

Wally J. Johnson, Chairman

John K. Kolb, Member

Don Van Matre, Member

Randal M. Wendling, Member

Attest:

Steven Dale Davis, County Clerk

Reid O. West, Member

**Sweetwater County Zoning Resolution Language Amendments
Board of County Commissioners Resolution 16-06-CC-04**

Section 8. Temporary Uses

A. Scope of Regulations

Temporary Use Permits allow short-term activities that may not be allowed in the applicable zone district but may be permissible because of their temporary nature.

Uses listed in the Use Chart in Section 5 (Zone District Regulations) as Temporary may only be temporarily allowed in the district listed.

To insure that the temporary permitted use does not unreasonably impose adverse impacts on the health, safety, and general welfare of the County or on adjacent or nearby properties or residents, the County may impose conditions on a permit approval.

Temporary Use Permits are not transferable or assignable.

B. Review Criteria

Each request for a Temporary Use Permit shall be consistent with the criteria listed below:

1. The request shall not adversely affect adjacent properties.
2. The request is compatible with the existing or allowable uses of adjacent properties.
3. The request can demonstrate adequate provision for maintenance of the use and associated structures.
4. The request has minimized, to the greatest degree possible, adverse effects on the natural environment.
5. The request will not create undue traffic congestion.
6. The request will not adversely affect the public health, safety or welfare.
7. The request conforms to all applicable provisions of this Resolution.

C. Standard Permit Requirements

Temporary Use Permits shall comply with all applicable zoning district and development standards of the Development Codes.

Temporary Use Permits are granted by the Department for a specific period of time but shall not be granted for more than one year, with no renewals, unless allowed by this resolution or approved through the public hearing process before the Commission and the Board.

Applications for Temporary Use Permit approval shall be made on a form provided by the County together with the required fee. The following information is required for every Temporary Use Permit Application:

1. The name, mailing address and phone number of the applicant and landowner. Email addresses are requested to expedite communication.
2. The name of the business that will be operating on the site and contact information for that business.
3. The legal description of the property upon which the use will be located and operated.
4. The Temporary Use for which the permit is being sought and a complete description of the specific activity.
5. A statement of the hours of operation and duration of the proposed use.
6. Measures for removal of the activity and site restoration.
7. Contact information for any Federal, State or local agency under which your use is also regulated.
8. A Site Plan meeting the requirements of Section 4.B.3.

D. Review and Approval

The review and approval process for a Temporary Use Permit shall be by the Department which shall consider whether the establishment, maintenance or operation of the use will not be detrimental to the health, safety or general welfare of persons residing or working in the neighborhood of the proposed use.

The Department may issue a Temporary Use Permit after notice has been posted on the property, adjacent property owners, agencies and parties of interest have been notified for a minimum of 14 days and no reasonable concerns have been received by the Department. If reasonable concerns are received and cannot be mitigated, the Department shall schedule public hearings before the Commission and the Board to receive approval of the Temporary Use Permit.

The applicant may also request a longer duration for the Temporary Use through the public hearing process.

E. Uses by Temporary Use Permit

Please see District Uses chart in Section 5 for temporary uses allowed in each zone district. The following temporary uses require specific development standards in addition to the standard permit requirements and site plan requirements outlined in Section 4.B.3.

1. Temporary Construction Office

- a. Used during the construction of a main building or buildings on the same site.
 - b. Shall be removed within 30 days of the occupancy of the main building.
2. Temporary Construction Yards, Off-Site
 - a. Used in conjunction with an approved construction project.
3. Temporary Dwellings
 - a. Used when a primary dwelling is being constructed or remodeled provided a Zoning Permit for Construction has been issued for the permanent dwelling unit.
 - b. Temporary Dwellings are approved for a period of two years.
 - c. May be a manufactured home or recreational vehicle.
 - d. The temporary dwelling must be connected to septic, sewer and water systems as approved by Environmental Health or a water and/or sewer district.
 - e. Recreational vehicles used for lodging for visitors for 14 days or less are exempt.
4. Temporary Fireworks Sales
 - a. Only approved for businesses with an existing, unexpired Conditional Use Permit for Fireworks.
 - b. Only allowed on the same lot or parcel as the unexpired permit.
 - c. Graded, off-street parking for a minimum of four vehicles must be provided.
 - d. The temporary structure must be set back from all property lines and right-of-ways ten feet and 20 feet from all other structures.
 - e. The temporary structure must be open-sided and not greater than 200 square feet in size.
 - f. Temporary fireworks sales may only be operated seven days before and after the following holidays:
 - (1) Memorial Day
 - (2) Independence Day
 - (3) Labor Day
 - (4) New Year's Day

- g. Temporary fireworks structures are allowed to be erected 10 days prior to the above holidays and must be taken down 10 days after the above holidays.

5. Temporary Hardship Exception

A Temporary Hardship Exception may allow the use of a mobile home in conjunction with and on the same lot or parcel as a permitted residential dwelling.

Every Temporary Hardship Exception authorized by the Department shall be personal to the applicant and shall not be transferable.

No Temporary Hardship Exception shall be authorized unless all of the following exist:

- a. That the property and mobile home meets the Lot and Parcel Standards of this Resolution.
- b. If the occupant of the mobile home is specifically engaged to assist the property owner with medical care requirements, no rent shall be charged the mobile home occupant.
- c. The reason for the Temporary Hardship Exception is based on medical or special care requirements and the care recipient's physician signs a written statement on a form provided by the department supporting the Temporary Hardship Exception.
- d. That the mobile home shall be located on the lot or parcel so that it will meet the setback requirements for Permitted Uses in the District in which it is located and that the mobile home shall be no closer to the permitted dwelling than 20 feet.
- e. The Temporary Hardship Exception is valid for a period of one year with compliance inspections and non-fee renewals until the Temporary Hardship Exception is no longer needed.

6. Temporary Sales Lots

- a. Includes Christmas tree lots, pumpkin sales, fruit stands and other similar outdoor sales.
- b. Temporary stands or structures must be constructed in a manner that will reasonably insure the safety of attendants and patrons.
- c. Temporary stands or structures must be setback a minimum of 10 feet from street curbing, property line or right-of-way, whichever is more restrictive.

7. Temporary Storage

- a. An approved Temporary Use Permit for Temporary Storage may be allowed for a maximum of 30 days.

- b. One temporary storage building may be permitted for residential storage on a lot with a legally permitted residential use. A shipping container, portable storage container, or other fully-enclosed, box-like container designed for ease of loading to and from a transport vehicle may be used.
 - c. A temporary storage building may not be placed on a street, sidewalk or public right-of-way or in any location that would impair visibility at an intersection or interfere with vehicular or pedestrian traffic.
 - d. A temporary storage building may be approved for a period of up to 6 months when a dwelling has been damaged or destroyed by fire, wind or other catastrophic event which is not intentionally caused by the owner or owner's agent.
 - e. A temporary storage building shall not exceed a height of 8-1/2 feet from the lowest ground level adjacent to the structure to the top of the structure.
8. Temporary Work Camps
- a. Must be located on agriculturally (A) zoned land outside of the Growth Management Area.
 - b. Shall not exceed 120 days in duration. If in excess of 120 days, the application must be approved through the conditional use permit process.
 - c. Shall accommodate no more than 25 employees.
 - d. Shall be located five miles or more from a municipal boundary.
 - e. Shall provide the following services:
 - (1) Approved potable water, sewerage and solid waste disposal facilities.
 - (2) Adequate parking and access to the site.
 - (3) Maintenance and reclamation of the site.
 - (4) Provisions for outdoor storage of fuels.
 - (5) Approved electrical services.
 - (6) Food service and storage must be approved by Sweetwater County Environmental Health.

RESOLUTION 16-06-CC-05

**SWEETWATER COUNTY ZONING RESOLUTION
LANGUAGE AMENDMENT
SECTION 14 – FUEL REGULATIONS**

WHEREAS, on March 11, 2016 and March 12, 2016 the Sweetwater County Land Use Department advertised a public hearing notice and an amended notice that a public hearing would be held on April 13, 2016 at 10:00 a.m. before the Planning and Zoning Commission and on April 16, 2016 the Sweetwater County Clerk advertised that a public hearing regarding language amendments to Section 14 of the Sweetwater County Zoning Resolution would be held on April 19, 2016 at 1:30 p.m. before the Board of County Commissioners at which time these amendments would be proposed; and

WHEREAS, the Sweetwater County Board of County Commissioners held a public hearing in regards to this matter on April 19, 2016, gave due consideration to the recommendation of the Planning and Zoning commission as well as to all the evidence and testimony presented at the hearing, and voted unanimously to sign a Notice of Intent to consider adoption of the language amendments to Section 14 of the Sweetwater County Zoning Resolution; and

WHEREAS, on April 22, 2016 this Notice of Intent was advertised in the Rocket-Miner calling for public comments to be received by June 6, 2016 and that the Sweetwater County Board of County Commissioners would consider adoption of these new rules after a public hearing on June 21, 2016;

NOW THEREFORE BE IT RESOLVED that the Sweetwater County Board of County Commissioners **ADOPTS** the Language Amendments to **Section 14 of the Sweetwater County Zoning Resolution** attached hereto and entitled “Sweetwater County Zoning Resolution Language Amendments; Board of County Commissioners Resolution 16-06-CC-05” and allows the Land Use Department to reorganize sections and subsections and to make minor administrative changes.

Dated this 21st day of June, 2016.

Sweetwater County
Board of County Commissioners

Wally J. Johnson, Chairman

John K. Kolb, Member

Don Van Matre, Member

Randal M. Wendling, Member

Attest:

Steven Dale Davis, County Clerk

Reid O. West, Member

**Sweetwater County Zoning Resolution Language Amendments
Board of County Commissioners Resolution 16-06-CC-05**

Section 14. Fuel Regulations

A. General Requirements

The storage of fuels shall meet the amounts listed for the appropriate district in the applicable table. Amounts requested in excess of that listed shall only be approved through the Conditional Use Permit process.

B. Above Ground Outdoor Storage of Flammable Liquid and Combustible Liquid

Above ground outdoor storage of flammable liquid or combustible liquid shall be regulated in the Zone Districts as shown in Tables A.1 and A.2.

TABLE A.1

Above Ground Outdoor Storage of Flammable and Combustible Liquids Maximum Amounts Permitted per Lot or Parcel												
Zone District	A	RR	R-1	R-2	R-2/SF	R-3	MH	B	CRS	C	I-1	I-2
Maximum Flammable Liquids Permitted in Gallons	2,000	500	40	40	40	40	40	40	500	500	1,000	10,000
Maximum Combustible Liquids Permitted in Gallons	2,000	500	55	55	55	55	55	55	500	500	1,000	10,000

TABLE A.2

Above Ground Outdoor Storage of Flammable and Combustible Liquids Required Setbacks from Tanks (in Feet)			
Total Storage Tank Capacity in Gallons on a Lot or Parcel	Distance from any Property Line Abutting a Non-Residential Zone District	Distance from any Property Line Abutting a Residential Zone District*	Distance to Any Residence or Occupied Building on the same lot
275 or less	20	15	5
276 to 750	20	30	10
751 to 12,000	20	45	15
12,001 to 30,000	20	60	20
30,001 to 50,000	40	90	30
50,001 to 100,000	60	150	50
100,001 to 500,000	100	240	80
500,001 to 1,000,000	140	300	100

1,000,001 to 2,000,000	180	405	135
2,000,001 to 3,000,000	220	495	165
3,000,001 or more	240	525	175
<i>*A parcel in the Agricultural (A) Zone District which includes a residence at the time of permit application for Above Ground Outdoor Storage of Flammable & Combustible Liquids shall follow the Residential Zone District</i>			

C. Above Ground Storage of Liquefied Petroleum Gas

Above ground outdoor storage of liquefied petroleum gas shall be regulated in the Zone Districts as shown in Tables B.1 and B.2.

TABLE B.1

Above Ground Storage of Liquefied Petroleum Gas Maximum Amounts Permitted per Lot or Parcel												
Zone District	A	RR	R-1	R-2	R-2/SF	R-3	MH	B	CRS	C	I-1	I-2
Maximum Liquefied Petroleum Gas Permitted in Gallons	2,000	1,000	500	500	500	500	250	500	2,000	2,000	2,000	15,000

TABLE B.2

Above Ground Storage of Liquefied Petroleum Gas Minimum Distances from any Buildings or Boundary Lines of the Lot or Parcel	
Capacity	Distance in Feet from Any Building or Boundary Line of the Lot or Parcel
Less than 125 Gallons	5
125 to 500 Gallons	10
501 to 2,000 Gallons	25
2,001 to 30,000 Gallons	50

D. Compressed Natural Gas Motor Fuel Dispensing Facilities

Installation and use of storage tanks for above ground and below ground storage of Compressed Natural Gas shall meet all requirements of the International Fire Code, NFPA, and state and federal regulations.

Dispensing devices for Compressed Natural Gas shall meet all requirements of the International Fire Code, NFPA, and state and federal regulations

E. Underground Storage of Flammable Liquid and Combustible Liquid.

- Underground storage of flammable liquid and combustible liquid is not permitted in Residential Zone Districts.

2. Installation and use of storage tanks for underground storage of flammable liquid and combustible liquid shall meet all requirements of the International Fire Code, NFPA, and state and federal regulations.
3. Installation and use of dispensing devices for flammable liquid and combustible liquid shall meet all requirements of the International Fire Code, NFPA, and state and federal regulations.

TABLE D.1

Underground Storage of Flammable or Combustible Liquids	
Zone District	A RR R-1 R-2 R-2/SF R-3 MH B CRS C I-1 I-2
Governing Regulations	IFC, NFPA, State & Federal Not Permitted Not Permitted Not Permitted Not Permitted Not Permitted Not Permitted Not Permitted IFC, NFPA, State & Federal IFC, NFPA, State & Federal IFC, NFPA, State & Federal IFC, NFPA, State & Federal IFC, NFPA, State & Federal

RESOLUTION 16-06-CC-06

**SWEETWATER COUNTY ZONING RESOLUTION
LANGUAGE AMENDMENT
SECTION 19 – APPLICATION FEES**

WHEREAS, on March 11, 2016 and March 12, 2016 the Sweetwater County Land Use Department advertised a public hearing notice and an amended notice that a public hearing would be held on April 13, 2016 at 10:00 a.m. before the Planning and Zoning Commission and on April 16, 2016 the Sweetwater County Clerk advertised that a public hearing regarding language amendments to Section 19 of the Sweetwater County Zoning Resolution would be held on April 19, 2016 at 1:30 p.m. before the Board of County Commissioners at which time these amendments would be proposed; and

WHEREAS, the Sweetwater County Board of County Commissioners held a public hearing in regards to this matter on April 19, 2016, gave due consideration to the recommendation of the Planning and Zoning commission as well as to all the evidence and testimony presented at the hearing, and voted unanimously to sign a Notice of Intent to consider adoption of the language amendments to Section 19 of the Sweetwater County Zoning Resolution; and

WHEREAS, on April 22, 2016 this Notice of Intent was advertised in the Rocket-Miner calling for public comments to be received by June 6, 2016 and that the Sweetwater County Board of County Commissioners would consider adoption of these new rules after a public hearing on June 21, 2016;

NOW THEREFORE BE IT RESOLVED that the Sweetwater County Board of County Commissioners **ADOPTS** the Language Amendments to **Section 19 of the Sweetwater County Zoning Resolution** attached hereto and entitled “Sweetwater County Zoning Resolution Language Amendments; Board of County Commissioners Resolution 16-06-CC-06” and allows the Land Use Department to reorganize sections and subsections and to make minor administrative changes.

Dated this 21st day of June, 2016.

Sweetwater County
Board of County Commissioners

Wally J. Johnson, Chairman

John K. Kolb, Member

Don Van Matre, Member

Randal M. Wendling, Member

Attest:

Steven Dale Davis, County Clerk

Reid O. West, Member

**Sweetwater County Zoning Resolution Language Amendments
Board of County Commissioners Resolution 16-06-CC-06**

Section 19. Application Fees

The following Application Fees are required to be paid at the time the application is submitted. These fees are per submittal. Failure to pay the appropriate fees constitutes an incomplete application.

- A. Construction Without a Permit or Before Permit Approval
If construction is commenced before a permit application is submitted or before a permit application is approved, a Late Application Fee will be assessed in addition to the required application fee.
 - 1. Late Application Fee – Residential Permits.....\$500
 - 2. Late Application Fee – Non-Residential Permits \$1000
- B. Residential Permits
Applies to RR, R-1, R-2, R-2/SF, R-3 & MH Zoning Districts and Residential Uses/Structures in A Zoning District
 - 3. Zoning Permits.....\$50
 - 4. Hardship Exceptions\$50
 - 5. Public Hearings.....\$250
- B. Non-Residential Permits
 - 1. Permitted Use Structures..... \$1500
 - 2. Accessory Use Structures\$500
 - 3. Public Hearings.....\$500
 - 4. Establishment or Change of Use (No Construction).....\$100
 - 5. Grading Permit.....\$100
 - 6. Sign Permits\$100
- C. Amendments\$250
- D. Wind Energy Conversion Systems Facility Application- Fees as per
..... WECS
..... Regulations

E. Wind Energy Conversion Systems Construction Application Fees as per
..... WECS
..... Regulations

RESOLUTION 16-06-CC-07

**SWEETWATER COUNTY ZONING RESOLUTION
LANGUAGE AMENDMENT
SECTION 21 – DEFINITIONS**

WHEREAS, on March 11, 2016 and March 12, 2016 the Sweetwater County Land Use Department advertised a public hearing notice and an amended notice that a public hearing would be held on April 13, 2016 at 10:00 a.m. before the Planning and Zoning Commission and on April 16, 2016 the Sweetwater County Clerk advertised that a public hearing regarding language amendments to Section 21 of the Sweetwater County Zoning Resolution would be held on April 19, 2016 at 1:30 p.m. before the Board of County Commissioners at which time these amendments would be proposed; and

WHEREAS, the Sweetwater County Board of County Commissioners held a public hearing in regards to this matter on April 19, 2016, gave due consideration to the recommendation of the Planning and Zoning commission as well as to all the evidence and testimony presented at the hearing, and voted unanimously to sign a Notice of Intent to consider adoption of the language amendments to Section 21 of the Sweetwater County Zoning Resolution; and

WHEREAS, on April 22, 2016 this Notice of Intent was advertised in the Rocket-Miner calling for public comments to be received by June 6, 2016 and that the Sweetwater County Board of County Commissioners would consider adoption of these new rules after a public hearing on June 21, 2016;

NOW THEREFORE BE IT RESOLVED that the Sweetwater County Board of County Commissioners **ADOPTS** the Language Amendments to **Section 21 of the Sweetwater County Zoning Resolution** attached hereto and entitled “Sweetwater County Zoning Resolution Language Amendments; Board of County Commissioners Resolution 16-06-CC-07” and allows the Land Use Department to reorganize sections and subsections and to make minor administrative changes.

Dated this 21st day of June, 2016.

Sweetwater County
Board of County Commissioners

Wally J. Johnson, Chairman

John K. Kolb, Member

Don Van Matre, Member

Randal M. Wendling, Member

Attest:

Steven Dale Davis, County Clerk

Reid O. West, Member

**Sweetwater County Zoning Resolution Language Amendments
Board of County Commissioners Resolution 16-06-CC-07**

Section 21. Definitions

- A. The following words, terms, and phrases are hereby defined and shall be interpreted in the same fashion throughout this Resolution. The word “shall” is always mandatory. The word “may” is permissive. Words used in the present tense shall include the future tense, and words used in the singular tense shall include the plural. Terms not herein defined shall have the meaning customarily assigned to them.
1. **Abandoned Sign:** A sign that no longer identifies or advertises a bona fide event.
 2. **Accessory Structure:** A subordinate building the use of which is incidental to that of a main building located on the same lot or parcel.
 3. **Adult Arcade:** Any place to which the public is permitted or invited wherein coin-operated or slug operated or electronically, electrically, or mechanically controlled still or motion picture machines, projectors, or other image-producing devices are maintained to show images to five or fewer persons per machine at any one time, and where the images so displayed are distinguished or characterized by an emphasis upon the depiction or description of specified sexual activities or specified anatomical areas.
 4. **Adult Bookstore/Video Store:** An establishment which has a substantial portion (10 percent or more of gross floor area) of its stock-in-trade and offers for sale or rent for any form of consideration any one or more of the following: Books, magazines, periodicals or other printed matter or files, motion pictures, photographs, slides, DVD’s, video cassettes, or other visual representations which are characterized by an emphasis upon the depiction or description of specified sexual activities or specified anatomical areas; or Devices, instruments or paraphernalia which are designed for use in connection with specified sexual activities.
 5. **Adult Cabaret:** A nightclub, bar, restaurant or similar commercial establishment which regularly features: Persons who appear in a state of nudity or semi nudity; or live performances which are characterized by the exposure of specified anatomical areas or by specified sexual activities; or films, motion pictures, video cassettes, slides or other photographic reproductions, which are characterized by the depiction or description of specified sexual activities or specified anatomical areas.
 6. **Adult Motel:** A hotel, motel or similar commercial establishment which: offers accommodations to the public for any form of consideration, provides patrons with closed-circuit television trans missions, films, motion pictures, video cassettes, slides, or other photographic reproductions which are characterized by the depiction or description of specified sexual activities or specified anatomical areas; or offers a sleeping room for rent for a period of time that is less than 8 hours; or allows a tenant or occupant of a sleeping room to sub-rent the room for a period of time that is less than eight hours.
 7. **Adult Motion Picture Theater:** A commercial establishment where films, motion pictures, video cassettes, slides or similar photographic reproductions that are distinguished or characterized by an emphasis on specified sexual activities or specified anatomical areas are

- regularly shown for any form of consideration.
8. **Adult Novelty Store:** Any retail store specializing in the sale of paraphernalia, devices, or equipment distinguished or characterized by an emphasis on depicting or describing specified sexual conduct or used in connection with specified sexual conduct.
 9. **Adult Theater:** A theater, concert hall, auditorium, or similar commercial establishment which, for any form of consideration, regularly feature person who appear in a state of nudity or live performances which are characterized by exposure of specified anatomical areas or by specified sexual activities.
 10. **Agriculture:** Cultivation of the soils, the production of forage or crops, production of timber products or the rearing, feeding or management of livestock in domestic or captive environments consistent with the land's capability to produce.
 11. **Agriculture, Commercial:** Contiguous or non-contiguous parcels of land presently being and employed for the primary purpose of providing gross revenue from agricultural or horticultural use or any combination thereof.
 12. **Agriculture, Non-Commercial:** The accessory use of a portion of a lot or parcel for agricultural or horticultural use, including 4-H and vocation agricultural projects, for the primary use of the residents of the lot or parcel.
 13. **Aircraft Landing Strip:** A private facility for accommodation and servicing of aircraft the use of which shall be limited to the owners of the lot on which the facility is located.
 14. **Airport:** A public facility for accommodation and servicing of aircraft the use of which shall be for general public use.
 15. **Alley:** A public right-of-way providing a secondary means of access to abutting lands.
 16. **Alteration:** Any external rearrangement of the structural parts, enlargement, addition, increase in height, or relocating of a facility to which a Zoning Permit is required.
 17. **Animal Shelter:** A building or premises, the purpose of which is the temporary quartering, impoundment, housing, confinement and/or care of animals, usually abandoned or unclaimed.
 18. **Applicant:** The Owner of Record, developer or agent thereof who can apply for a permit.
 19. **Areas of Critical Environmental Concern:** Areas within the public lands where special management attention is required to protect and prevent irreparable damage to important historic, cultural or scenic values, fish and wildlife resources or other natural systems or processes or to protect life and safety from natural hazards.
 20. **Automobile and/or Truck Rental Services:** Establishments engaged in the short-term rental of automobiles, vans, trucks not requiring a Wyoming Class A or Class B license, and rental trailers. Incidental parking and servicing of vehicles for rent or lease and retail sales of rental related equipment such as hitches, boxes, etc. is allowed.

21. **Bed and Breakfast:** An owner occupied single family dwelling that contains no more than four guest rooms where lodging for no more than eight people per night, with or without meals, is provided for compensation.
22. **Biologically Significant:** Those species of plant or animal that are deserving of special management under the applicable State or Federal Agency.
23. **Bird Diverter Standards:** The requirements of BLM “Appendix K MET Tower Requirements for Wildlife” for flagging guy wires to reduce avian injuries or fatalities.
24. **Blade Glint:** Small bright flashes of reflected light from a wind generation device.
25. **Board:** The Board of County Commissioners of Sweetwater County, Wyoming.
26. **Boarding House:** A dwelling other than a hotel where for compensation and by pre-arrangement for definite periods meals are provided for three or more persons on a weekly or monthly basis.
27. **Buffer:** A strip of land, fence or border of landscaping between one use and another designed to set apart one use from another. A buffer is intended to mitigate negative impacts of the more intense use on adjacent uses.
28. **Building:** Any permanently affixed, covered structure intended for the shelter, housing, or enclosure of persons, animals, or goods.
29. **Building Frontage:** That façade of a structure containing a Permitted Use which is generally parallel to and closest to the Front Line of a lot or parcel.
30. **Candela:** A unit of luminous intensity.
31. **Clinic:** A facility providing medical, dental, psychiatric or surgical service exclusively on an out-patient basis, including emergency treatment, diagnostic services, training, administration and services to outpatients, employees or visitors.
32. **Combustible Liquid:** A liquid having a closed cup flash point at or above 100°F (38°C). Combustible shall be subdivided as follows:
 - a. Class II – Liquids having a closed cup flash point at or above 100°F (38°C) and below 140°F (60°C).
 - b. Class IIIA – Liquids having a closed cup flash point at or above 140°F (60°C) and below 200°F (93°C).
 - c. Class IIIB – Liquids having closed cup flash points at or above 200°F (93°C).
 The category of combustible liquids does not include compressed gases or cryogenic fluids.
33. **Commencement of Construction of a WECS Facility:** Storage of construction equipment and vehicles on the project site, grading, road construction and initiation of construction of a WECS Facility.
34. **Commercial WECS Facility:** A WECS Facility that produces more than 7.5 kilowatts.

35. **Commission:** Planning and Zoning Commission of Sweetwater County.
36. **Communication Booster, Repeater Facility:** An unmanned facility, site, or location that contains one or more antennas, telecommunication towers, alternative support structures, satellite dish antennas, dishes, or similar communication devices, and support equipment and buildings, which is used for transmitting, receiving, boosting, repeating or relaying telecommunication signals.
37. **Communication Booster, Repeater Tower:** A monopole, guy, or lattice structure used to support antennas for transmitting, receiving, repeating, or relaying telecommunication signals.
38. **Compressed Gas:** A material or mixture of materials which:
- a. Is a gas at 68°F (20°C) or less at 14.7 psai (101 kPa) of pressure; and
 - b. Has a boiling point of 68°F (20°C) or less at 14.7 psai (101 kPa) which is either liquefied, non-liquefied or in solution, except those gases which have no other health or physical hazard properties are not considered to be compressed until the pressure in the packaging exceeds 41 psai (282 kPa) at 68°F (20°C).
- The states of a compressed gas are categorized as follows:
- a. Nonliquefied compressed gases are gases, other than those in solution, which are in packaging under the charged pressure and are entirely gaseous at a temperature of 68°F (20°C).
 - b. Liquefied compressed gases are gases that, in a packaging under the charged pressure, are partially liquid at a temperature of 68°F (20°C).
 - c. Compressed gases in solution are nonliquefied gases that are dissolved in a solvent.
 - d. Compressed gas mixtures consist of a mixture of two or more compressed gases contained in a packaging, the hazard properties of which are represented by the properties of the mixture as a whole.
39. **Compressed Gas Container:** A pressure vessel designed to hold compressed gases at pressures greater than one atmosphere at 68°F (20°C) and includes cylinders, containers and tanks.
40. **Compressed Gas System:** An assembly of equipment designed to contain, distribute or transport compressed gases. It can consist of a compressed gas container or containers, reactors and appurtenances, including pumps, compressors and connecting piping and tubing.
41. **Conditional Fireworks Permit:** A conditional use permit which, if granted to the owner of a fireworks business, certifies that the owner is engaged in the retail sale of legal fireworks in compliance with these regulations.
42. **Corner Lot:** A lot or parcel situated at the intersection of two or more streets.
43. **County:** Sweetwater County, Wyoming.
44. **dB_A:** The A-Weighted measurement of sound pressure level which has been filtered or weighted to progressively de-emphasize the importance of frequency components below 1000 Hz and above 5000 Hz.
45. **dB_C:** The measurement of sound pressure level which is designed to be more responsive to low-frequency noise. C-Weighting is intended to represent the low-frequency emissions and

- immissions of wind turbine noise.
46. **Decommissioning:** The removal from service, disassembly and proper off-site disposal of the WECS Facility.
 47. **Department:** The Sweetwater County Land Use Department.
 48. **Developer:** A land owner, or his or her agent, who constructs or supervises the construction of any WECS or other project whereby a permit is required pursuant to this Code.
 49. **Director:** The Sweetwater County Land Use Director.
 50. **Discretionary Permit Application:** An application which requires a decision in a Public Hearing to approve, approve with specific conditions and/or limitations or disapprove a particular activity as distinguished from situations where the Department merely has to determine whether there has been conformity with applicable statutes or regulations. Discretionary Permit Applications are generally those that are more intensive in nature and may have neighborhood impacts and include, but are not limited to, amendments, conditional uses, variances and appeals.
 51. **Districts:** Any section or sections of Sweetwater County for which the regulations governing the use of lands and the use, density, bulk, height, and coverage of buildings and other structures are uniform.
 52. **Double Frontage Lot:** A lot or parcel which abuts a street or highway along both its Front and Rear Lines.
 53. **Drive-In Restaurant:** A retail establishment engaged in the sale of prepared food and drink, which is served to and/or consumed on the premises by the occupants of vehicles in their vehicles.
 54. **Dwelling Unit:** A single unit providing complete independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.
 55. **Election Sign:** A sign advertising a candidate for political office or a measure scheduled for election.
 56. **Emission:** The sound energy that is emitted by a source (Wind Generation Device). It is transmitted to a receiver (dwelling or property line) where it is immitted (see Immission).
 57. **Endangered Species:** The classification provided by the U.S. Endangered Species Act to an animal or plant in danger of extinction within the foreseeable future throughout all of a significant portion of its range.
 58. **Establishment:** Any business regulated by the Sweetwater County Sexually Oriented Business Regulations.
 59. **Filtered:** Any outdoor light fixture that has a glass, acrylic or translucent enclosure of the light source (quartz glass does not meet this requirement).

60. **Financial Assurance:** A security serving as collateral in the form of a surety bond, certificate of deposit, corporate guarantee, letter of credit, deposit account, insurance policy or other form acceptable to Sweetwater County to insure proper decommissioning, reclamation activities, and compliance with the Road Use and Maintenance Agreement for a WECS Facility.
61. **Fire Apparatus Access Road:** A road that meets International Fire Code standards and provides fire apparatus access from a fire station to a facility, building, or portion thereof. This is a general term inclusive of all other terms such as fire lane, public street, private street, parking lot and access roadway.
62. **Fireworks:** Any composition or device for the purpose of producing a visible or an audible effect for entertainment purposes by combustion, deflagration or detonation that meets the definition of 1.4G fireworks or 1.3G fireworks of the International Fire Code.
63. **Fireworks Business:** Any business which sells fireworks as defined in this Resolution to include buildings or structures from which fireworks are sold or in which they are stored.
64. **Fireworks Storage Unit:** Any building, semi-trailer, or other structure or edifice the primary purpose of which is the storage of fireworks as defined herein but which shall not include any soft-sided structure.
65. **Flammable Liquid:** A liquid having a closed cup flash point below 100°F (38°C). Flammable liquids are further categorized into a group known as Class I liquids. The Class I category is subdivided as follows:
 - a. Class IA – Liquids having a boiling point below 100°F (38°C).
 - b. Class IB – Liquids having a flash point below 73°F (23°C).
 - c. Class IC – Liquids having a flash point at or above 73°F (23°C) and below 100°F (38°C).The category of flammable liquids does not include compressed gases or cryogenic fluids.
66. **Flood Light:** A form of lighting fixture designed to direct the output of a contained lamp in a more-or-less specific direction, utilizing reflecting or refracting elements located external to the lamp.
67. **Footcandle:** A unit of measurement referring to illumination incident to a single point. One footcandle is equal to one lumen uniformly distributed over an area of one square foot.
68. **Foundation:** Support for buildings or structures. A part of a building or structure, usually below the ground, that transfers and distributes the weight of the building or structure onto the ground.
69. **Foundation, Permanent:** A closed perimeter formation consisting of materials such as concrete or concrete block which extends into the ground below the frost line. A full, poured concrete or masonry foundation, a poured concrete frost wall or a mortared masonry frost wall, with or without a concrete floor.
70. **Freight Terminal:** An operation involving dock facilities for the purposes of transferring goods or breaking-down and assembling tractor-trailer transport. Not included in this definition are parking, storage or servicing of trucks incidental and located on the same lot as a permitted use, warehouse facilities or similar facilities used primarily for freight forwarding.

71. **Fresh Water Aquifer:** Refers to a geologic formation that is capable of yielding fresh water to a well or spring.
72. **Front Line:** A designated boundary line of a lot or parcel parallel to and abutting the right-of-way line of a public street or private road. There shall be only one Front Line per lot or parcel; the Front Line of a Corner Lot or a Double Frontage Lot shall be designated by the owner of the lot or parcel.
73. **Front Setback:** The distance between the front property line or right-of-way line and the outermost wall of a structure.
74. **Full Cut-Off Fixture:** A fixture that does not allow light to escape above a 90 degree angle measured from a vertical line from the center of the lamp extended to the ground.
75. **Gasoline Filling Station:** A retail establishment engaged in the sale of automotive fuels, motor oil, or other automobile accessories, and providing incidental services including lubrication, hand washing and cleaning, or major mechanical work and repairs. Shall not include painting or body-work.
76. **General Contractor:** General contractors, service contractors, sub-contractors, builders, and the various trades engaged in, but not limited to, the construction of either residential or commercial structures.
77. **Glare:** Direct and unshielded light striking the eye to result in visual discomfort and reduced visual performance.
78. **Grading:** The excavation or fill of earth material or a combination of both.
79. **Greater Sage Grouse Core Area:** That sage grouse management and protection area as defined by the 2011-5 Executive Order issued by the Wyoming Governor's Office as amended.
80. **Gross Floor Area:** The sum of the areas of the several floors of a building measured between the exterior faces of the exterior walls at each floor excluding any floor area used exclusively as parking for storage vehicles and excluding any area of the building which has a floor-to-ceiling height of less than six feet. Floor areas meeting the six foot height shall be included in the gross floor area whether or not they are considered finished areas.
81. **Growth Management Area:** The total area covered by Exhibit A of the Growth Management Plan and Agreement as amended.
82. **Guest House:** A small, site built, private dwelling, separate from the main dwelling on a property, used to accommodate guests for overnight stays. A recreational vehicle shall not be considered a guest house.
83. **Hazardous Material:** Those chemicals or substances which are physical hazards or health hazards as defined and classified in the International Fire Code, whether the materials are in usable or waste condition.

84. **Heavy Construction Contractor:** Heavy construction contractors engaged, in, but not limited to, activities such as paving, highway construction and utility construction including oil and gas drilling activities and pipeline construction activities.
85. **Heavy Equipment Storage Yard:** Yard used for the outdoor storage of heavy equipment such as Frac Tanks, Drilling Rigs, Cranes, etc.
86. **Helicopter Landing Site:** A private facility for accommodation and servicing of helicopters the use of which shall be limited to the owner or owners of the lot on which the facility is located.
87. **Heliport:** Any landing area used for the landing and taking off of helicopters, including all necessary passenger and cargo facilities, fueling and emergency service facilities.
88. **Hospital:** An institution, licensed by the state department of health, providing primary health services and medical or surgical care to persons, primarily inpatients, suffering from illness, disease, injury, deformity and other abnormal physical or mental conditions, and including as an integral part of the institution, related facilities such as laboratories, outpatient facilities or training facilities.
89. **IESNA:** The Illuminating Engineering Society of North America, a non-profit professional organization of lighting specialists that has established recommended design standards for various lighting applications.
90. **Illuminance:** Density of luminous flux incident on a surface. Unit is footcandle or lux.
91. **Immission:** The sound energy received at a receiver (dwelling or property line) transmitted from the source (Wind Generation Device) that emitted sound energy (see Emission).
92. **Impound, Salvage and Storage Yard for Vehicles:** Facilities for the storage of operative and inoperative vehicles for limited periods of time. This includes, but is not limited to, the storage of towed and/or impounded vehicles and the storage, keeping, buying or selling of wrecked, scrapped, ruined or dismantled motor vehicles or motor vehicle parts.
93. **Indoor Riding Arena:** An establishment contained within an enclosed structure where horses are boarded and cared for and where instruction in riding, jumping, cutting, training and showing is offered, and the general public may, for a fee, hire horses for riding. No outside corrals used for the purpose of boarding or housing horses or manure storage in an unenclosed structure will be allowed in conjunction with this use.
94. **Industrial Siting Council:** The council created by W.S. 35-12-104.
95. **Infrastructure:** Improvements, both on-site and off-site, that are basic to a proposed development including, but not limited to, public and private roadways, water systems and components, sanitary sewer systems and components, drainage systems, electrical utility, natural gas utility, telephone utility, fire protection appurtenances, driveway culverts and driveway approaches.
96. **Inoperable Vehicle:** Any motor vehicle which cannot be moved under its own power, or cannot be operated lawfully on a public street or highway due to lack of an engine, transmission, wheels,

- tires, or when such vehicle is totally or partially suspended above the ground by jack, block, or any other lifting device.
97. **International Fire Code:** The edition of the International Fire Code most recently adopted by the Board. This code is also referred to as the IFC.
 98. **Junk:** Scrap copper, brass, rope, rags, batteries, paper, trash, rubber debris, waste or junked, dismantled or wrecked automobiles or parts thereof, iron, steel and other scrap ferrous or nonferrous material.
 99. **Junkyard and/or Recycling Center:** An establishment or place which is maintained, operated or used for storing, keeping, buying or selling junk or recyclable materials.
 100. **Kennel and Pet Boarding:** Any property or premises on which dogs, cats or other household pets are boarded, bred or sold and which may provide outdoor animal pens and runs.
 101. **Lamp:** The generic term for an artificial light source installed in the socket portion of the fixture, to be distinguished from the whole assembly. Commonly referred to as a bulb.
 102. **Landscaping:** The bringing of the soil surface to a finished grade, installing sufficient trees, shrubs, ground cover and grass to soften building lines, provide shade and generally produce a pleasing visual effect of the premises. This may include the use of rocks, fountains, water features, mulch and other similar materials.
 103. **Leisure Activities:** Human endeavors other than employment or those principally concerned with the provision or procurement of the necessities of life. Leisure activities include such things as participatory sports, fitness activities, active or passive recreational pursuits and social, cultural, educational or religious events.
 104. **Licensed Vehicle:** A vehicle with a currently valid license.
 105. **Light Bulb:** The component of the light fixture that produces the actual light. A bulb includes, without illumination, a lamp or tube.
 106. **Light Fixture:** The assembly that holds the lamp in a lighting system. It includes the elements designed to give light output control, such as reflector (mirror) or refractor (lens), the ballast, housing and the attachment parts.
 107. **Light Pollution:** Any adverse effect or artificial light sources including, but not limited to, discomfort to the eye or diminished vision due to glare, light trespass, uncontrolled up-lighting, uncomfortable distraction to the eye, or any artificial light that diminishes the ability to view the night sky.
 108. **Light Trespass:** Light falling where it is not wanted or needed, generally light from one property that shines onto another property or the public right-of-way.

109. **Livestock:** Horses, mules, rabbits, llamas, cattle, swine, sheep, goats, poultry or other animals generally used for food or in the production of food or fiber.
110. **Loading Space:** A space within a building or on the same lot or parcel providing for the standing, loading, or unloading of a vehicle.
111. **Lot or Parcel:** A portion of a subdivision or a parcel of land intended as a unit for the purpose, whether immediate or future, of sale or lease or for building development.
112. **Lumen:** A quantitative unit measuring the amount of light emitted by a light source. One footcandle is one lumen per square foot. One lux is one lumen per square meter.
113. **Luminaire:** The complete lighting unit, including the lamp, the fixture and other parts.
114. **Manufactured Home:** A Manufactured Home is a separate, detached structure that is transportable in one or more sections. A Manufactured Home is designed and constructed to the Federal Manufactured Construction and Safety Standards and is so labeled.
115. **Marina:** A commercial facility for 10 or more boats, with wet and/or dry storage, launching and mooring of boats together with all accessory structures and uses.
116. **MET Tower:** A tower that measures wind speed for the purposes of gathering data for a Commercial WECS Facility.
117. **MET Tower, Permanent:** A monopole, non-lattice and non-guyed MET Tower.
118. **MET Tower, Temporary:** A tubular, non-lattice, lattice, guyed or non-guyed MET Tower erected for a specific term.
119. **Mini Warehousing:** Storage within a site-built enclosed structure of domestic or household goods, passenger and other types of recreational vehicles, or equipment where no major repair work is done or maintenance requiring any open flame, welding, use or storage of flammable liquid, gasses, or explosives.
120. **Mining, Drilling and Oilfield Equipment Sales, Supplies, Fabrication and/or Repair:** Includes all equipment sales, supplies, fabrication and/or repair used for mining and drilling operations, including welding for the fabrication and/or repair of equipment.
121. **Mobile Home:** A portable structure designed for use as a year-round dwelling unit built on a chassis which is an integral part of the mobile home's structure. The mobile home is transportable over public highways on its own wheels. Such a structure shall be considered a mobile home whether or not the wheels originally mounted have been removed and whether or not the structure has been placed on a foundation. The structure must have been built prior to June 15, 1976 to be considered a Mobile Home. After that date, they are considered Manufactured Homes.
122. **Modular Home:** A structure or part of a structure capable of being transported by an appropriate vehicle from the place of fabrication to the site on which it is to be erected. The foundation for Modular Homes must be permanent and must meet the requirements of the most current edition of the International Residential Building Code. The chassis on which a modular home is transported

is not a required part of the modular home superstructure. Modular homes are constructed to the same state, local or regional building codes as site-built homes.

123. **Motel:** A building or series of buildings in which lodging is offered for compensation and which is distinguished from a hotel primarily by reason of providing direct independent access to and adjoining parking for each rental unit.
124. **Multi-Family Dwelling:** A building containing three or more dwelling units, including units that are located over the other.
125. **Nacelle:** The part of the wind turbine which houses a drive train and all other related components that support the electrical generation system.
126. **Net Metering:** A facility for the production of electrical energy that:
 - a. Uses wind as its prime mover;
 - b. Has a generating capacity of not more than 7.5 kilowatts;
 - c. Is located on the applicant(s)/owner(s) premises;
 - d. Operated in parallel with the electric utility's transmission and distribution facilities; and
 - e. Is intended primarily to offset part or all of the customer-generator's requirements for electricity.
127. **Non-Commercial WECS Facility:** A WECS Facility with a single Wind Generation Device and with a generating capacity of 7.5 kilowatts or less located on property owned solely by the Applicant(s) to generate electricity for the Applicant's primary use, and is operated solely by the Applicant(s).
128. **Non-Conforming Use for a Structure on a Lot or Parcel (Grandfather Rights):** Any permitted existing use for a structure on a lot or parcel which, on the effective date of this Resolution or as a result of subsequent amendments thereto, does not comply with the provisions of this Resolution for the district in which the non-conforming use or structure is located.
129. **Nude Model Studio:** Any place where a person who appears semi-nude, in a state of nudity, or who displays specified anatomical areas and is provided to be observed, sketched, drawn, painted, sculptured, photographed, or similarly depicted by other persons who pay money or any form of consideration. Nude model studio shall not include a proprietary school licensed by the State of Wyoming or a college, junior college or university supported entirely or in part by public taxation; a private college or university which maintains and operates educational programs in which credits are transferable to a college, junior college, or university supported entirely or partly by taxation; or in a structure:
 - a. That has no sign visible from the exterior of the structure and no other advertising that indicates a nude or semi-nude person is available for viewing; and,
 - b. Where in order to participate in a class a student must enroll at least three days in advance of the class; and
 - c. Where no more than one nude or semi-nude model is on the premises at any one time.
130. **Nudity or A State of Nudity:** The appearance of a human bare buttock, anus, male genitals, female genitals or female breast; or a state of dress failing to opaquely cover a human buttock, anus, male genitals, female genitals or areola of the female breast.

131. **Nuisance:** Any use or non-use of property, real or personal, which causes material injury to others or which endangers life, health, or safety or which is otherwise defined at common law, Wyoming State Statute, or herein.
132. **Open Space:** That portion of a lot or parcel not occupied by a structure. Setback areas meeting this definition shall be considered as open space.
133. **Operator:** The primary person responsible for managing and maintaining the WECS Facility once the WECS Facility becomes functional by producing electricity.
134. **Original Grade:** Pre-development grade of the surface.
135. **Owner:** The surface owner of land.
136. **Owner of Record:** The person or entity shown in the records of the Sweetwater County Clerk to be the owner of a particular property. Owner of Record includes multiple owners of property. When there are multiple owners of record, a co-owner may sign as the owner of record.
137. **Parcel:** A contiguous piece of property under common ownership.
138. **Parking Area:** An all-weather surfaced area not in a street or alley devoted to the off-street parking of vehicles, including parking spaces, aisles, access drives and landscaped areas and providing vehicular access to a public street.
139. **Parking Space:** An off-street space available for the parking of one motor vehicle.
140. **Permitted Use:** A use enumerated for a Zoning District which is only allowed through an approved permit application.
141. **Person:** Includes an individual, group, firm, partnership, corporation, cooperative, association, or other legally established entity excluding the state, federal government and local government. Person also includes the parent company, partnership or holding entity for a person.
142. **Photovoltaic Power System:** Electrical power generation through the utilization of photovoltaic cells that convert sunlight into electricity.
143. **Plat:** A map or drawing on which the subdivider's plan of the subdivision is presented and which he submits for approval and eventual recording in final form.
144. **Pre-Application Meeting:** A meeting with the Department at the request of the applicant for the purpose of providing an overview of Sweetwater County's regulations and review of the proposed project.
145. **Primary Structures:** Residences and occupied commercial or industrial buildings. Primary structure excludes structures such as storage sheds and other non-occupied structures.
146. **Private Road:** Any right-of-way or easement created to provide vehicular access through the property of others that is not dedicated or intended to be dedicated to the public and will not be

- maintained by the County.
147. **Public Service:** The business of supplying a commodity (such as electricity or natural gas) or service (such as public transportation) to any or all members of a community.
 148. **Public Street:** A street, highway or road dedicated or otherwise legally established to the public use affording the principal means of access to abutting property. A public street may be publicly or privately maintained. The construction standards of WYDOT or Sweetwater County must be met for a public street.
 149. **Public Utility:** Any person, firm, corporation, municipal department, or board duly authorized to furnish to the public electricity, gas, communication, transportation, sewer or water.
 150. **Qualified Professional:** A Person with professional training, certification, experience and expertise in an area of concern such as environmental, engineering, surveying, economics and architecture, who is retained by the Applicant for the purposes of completing work required by these regulations. The Board reserves the right to review the credentials of each person hired by the applicant to perform works as a Qualified Professional.
 151. **Quarry:** An open land area where sand, gravel, soil, rock fragment, or similar unconsolidated material is mined or excavated for sale or off-tract use. A quarry may include sifting, crushing, and washing as part of the operation. However, a quarry operation shall not include the stockpiling of materials mined or quarried off site, nor the production of asphalt, concrete or similar products, nor the use of storage of explosives unless a conditional use permit specifically authorizing such operations is obtained. All quarry operations must be permitted by the Wyoming Department of Environmental Quality.
 152. **Ranch Recreation Facility:** A ranch, including associated lands and accessory buildings and structures, operated as a resort for tourists. Housing and recreational activity is provided to guests and may include horseback riding, day and overnight horseback trips, guided hunting trips, fishing trips, cook-outs and hay rides. Permanent buildings for lodging all guests shall be provided. Lodging may be in cabins or a main lodge. Lodging in temporary facilities, such as tents, is permitted as part of overnight recreational activities but shall not be the primary type of accommodation. A dining facility to include a licensed bar for guests is permitted as an accessory use and may be open to the general public.
 153. **Rear Setback:** The distance between the rear property line and the outermost wall of a structure.
 154. **Recessed:** When a light is built into a structure or a portion of a structure such that the light is fully cut-off and no part of the light extends or protrudes beyond the underside of a structure or portion of a structure.
 155. **Recreational Facility:** A facility which is open to the general public for the purpose of enjoyment. This includes rec centers, archery ranges, paintball facilities, skate parks, etc.
 156. **Recreational Vehicle:** A vehicular-type portable structure without permanent foundation that can be towed, hauled, or driven and primarily designed as a temporary living accommodation for recreational, camping, and travel use and including, but not limited to, park model RV's, travel trailers, truck campers, camping trailers, and self-propelled motor homes not exceeding 400

- square feet. A Recreational Vehicle is not considered a manufactured or mobile home and shall not be placed on a permanent foundation.
157. **Required Improvement:** A required improvement is an improvement, public or private, that may be required for the approval of a Provisional Construction Use Permit, Development Plan, Major Site Plan, or Subdivision. Required Improvements are those improvements listed in an Improvements Agreement, stated requirements of the Regulations of Sweetwater County, or other reasonable items that may be required by Staff for health, safety, and welfare purposes.
 158. **Restaurant:** A commercial establishment where food and beverages are prepared, served and consumed primarily within the principal building or adjoining patios and where food sales constitute not less than 60 percent of the gross sales receipts for food and beverages.
 159. **Sanitary Landfill:** A site for final disposal of solid waste on the land by a method employing compaction of the refuse and cover with earth or other inert material. Such site shall comply with the health laws, standards, rules, and regulations of the Wyoming Department of Environmental Quality.
 160. **Screening:** A method of visually shielding or obscuring an abutting or nearby use or structure from another by fencing, walls, berms, or densely planted vegetation.
 161. **Semi-Nude:** A state of dress in which clothing covers no more than the genitals, pubic region, or areola of the female breast, as well as any portion of the body covered by supporting straps or devices.
 162. **Setback:** The distance required to comply with the front, side or rear yard provisions set forth in this Resolution as measured from the property line. In cases where the property line is the center of the road, the setback shall be figured from the edge of the dedicated right-of-way or public or private access easement, whichever is closest to the structure.
 163. **Sexually Oriented Business:** An inclusive term used to describe collectively: an adult arcade, adult bookstore, adult novelty store, video store, adult cabaret, adult motel, adult motion picture theater, adult theater, or nude modeling, and other similar businesses or places open to some or all members of the public at or in which there is an emphasis on the presentation, display, depiction or description of specified anatomical areas or specified sexual activities.
 164. **Shadow Flicker:** The visible flicker effect when rotating blades of the WECS cast shadows on adjacent property causing a repeating pattern of light and shadow.
 165. **Shielded:** When the light emitted from the fixture is projected below a horizontal plane running through the lowest point of the fixture where light is emitted. The bulb is not visible with a shielded light fixture and no light is emitted from the sides of the fixture. Also considered a full cut-off fixture.
 166. **Shipping Container:** A standardized, reusable, fully enclosed, box-like container used in the transportation of freight and capable of being mounted and moved on a rail car, truck trailer or loaded on a ship or airplane. The trailer portion of a tractor-trailer is not considered a shipping container.

167. **Side Setback:** The distance between the side property line and the outermost wall of a structure.
168. **Sign:** Any object or device or part thereof situated outdoors or indoors which is used to advertise, identify, display, direct, or attract attention to any object, person, institution, organization, business product, service, event or location by any means including words, letters, figures, designs, symbols, fixtures, color, motion, illumination or projected images. Signs do not include the following:
- a. Flags of nations, states, cities, fraternal, religious and civic organizations, corporations.
 - b. Merchandise, pictures or models of products or services incorporated with a window display.
 - c. Time and temperature devices, not related to a product.
 - d. National, state, religious, fraternal, professional and civic symbols or crests, or works of art which in no way identify a product or a device. If, for any reason, it cannot be readily determined whether or not the object is a sign, the Board shall make such determination.
 - e. Nameplate sign – a sign which states the name and/or address of the occupant and does not exceed three square feet.
169. **Sign, Building:** A sign which directs attention to the building to which it is attached. The following signs are building signs:
- a. Sign, Canopy: Any sign attached to or constructed on the face of a permanent, roof-like shelter, extending from part or all of the building face and constructed of some durable material.
 - b. Sign, Projecting: A sign attached to or erected on a wall of a building, with the face perpendicular to the building wall.
 - c. Sign, Roof: Any sign erected upon, against or directly above a roof or on top of the parapet of a building.
 - d. Sign, Under Canopy: Any sign attached to or constructed under a canopy.
 - e. Sign, Wall: A sign attached to, erected against or painted upon the wall of a building, with the face horizontally parallel to the building wall.
 - f. Sign, Window: A sign installed or painted on a window for purposes of advertisement, display, to identify a person, object or product.
170. **Sign, Directional or Informational:** Any sign which directs vehicular or pedestrian traffic for purposes of parking, circulation or sale points of various products and services. No directional or informational sign may contain any business name, advertising, price or other commercial message or business logo.
171. **Sign, Free Standing:** A sign supported by one or more uprights, poles or braces in or upon the ground, not attached to any building and having its bottom edge above ground.
172. **Sign, Gross Area:** Omitting any structure or bracing, the area of a sign shall be measured by the sum of each rectangle, triangle or circle or combination thereof that encompasses the outer limits of all portions of the sign, message or display. All faces shall be measured except where two faces are back to back and parallel and less than 36 inches apart shall be measured together as one sign.
173. **Sign, Illuminated:** A sign designed to give forth artificial light or designed to reflect light derived from any source.

174. **Sign, Off-Premise:** Any sign advertising goods, products or services not located or sold on the premises on which the sign is located.
175. **Sign, On-Premise:** Any sign identifying or advertising a business, person, activity, goods, products or services located on the premises where the sign is installed and maintained.
176. **Significant Shadow Flicker:** More than 30 hours per year of Shadow Flicker on adjacent property.
177. **Single-Family Dwelling:** A single, detached structure having but one dwelling unit designed for or used exclusively for residence purposes by one family.
178. **Site Plan:** A drawing to a measurable and readable scale showing the accurate location of all existing and proposed improvements on subject property or any other information as may be required by this Resolution.
179. **Soft-Sided Structure:** A tent or tarp-like structure constructed of canvas, nylon or similar material.
180. **Solar Energy System – Utility Scale:** A large, utility scale solar collection system designed to convert solar energy into electrical energy for the supply of solar power into the electricity grid.
181. **Solar Energy System – On-Site:** Any device or combination of devices which collects sunlight primarily for generating energy for use on-site. When a property also receives electrical power supplied by a utility company, excess electrical power generated and not presently needed for on-site use may be sold back to the utility company.
182. **Special Status Species:** A plant or animal species that requires administrative protection or special management as required by state or federal law. Examples of Special Status Species include: Threatened, Endangered, or a Proposed Species under the Endangered Species Act, BLM Sensitive Species; or Wyoming’s Species of Greatest Conservation Need.
183. **Specified Anatomical Areas** means:
- a. Less than completely and opaquely covered: human genitals, pubic region, buttock, and female breast below a point immediately above the top of the areola; and,
 - b. Human male genitals in a discernibly turgid state, even if completely covered.
184. **Specified Sexual Activities** means:
- a. The fondling or other erotic touching of human genitals, pubic region, buttocks, anus, or female breasts; and,
 - b. Sex acts, normal or perverted, actual or simulated, including intercourse, oral copulation, masturbation, or sodomy; or,
 - c. Excretory functions as part of or in connection with any of the activities set for in (a) through (b) above.
185. **Structure:** A combination of materials, above or below ground, artificially built up or composed of parts forming a building of any kind or joined together in some definite manner.

186. **Structure, Attached:** A structure having one or more party walls in common with another structure, and where the common attached wall exceeds 30% of the length of the attached wall.
187. **Structure, Detached:** A structure having no party wall in common or physical connection with another structure.
188. **Substation:** The apparatus that connects the collector system of the WECS and increases the voltage for connection to the off-site transmission lines.
189. **Subsurface Storage of Records:** The use of a building or structure, or portion thereof, for the storage of records and/or documents and is partially or fully below grade in which the lowest floor level is not more than 30 feet below the lowest level of exit discharge. The building or structure is constructed to blend in with the surrounding environment and uses. Subsurface storage shall not be used for temporary or permanent occupancy other than temporary occupancy as an accessory use (offices). Construction shall be certified by a Professional Engineer licensed in the State of Wyoming to meet the most recent editions of the IFC, IBC, IFGC (International Fuel Gas Code) and IMC (International Mechanical Code).
190. **Sweetwater County Development Codes:** The Sweetwater County Development Codes include the following Sweetwater County documents: Zoning Resolution of Sweetwater County, Subdivision Regulations of Sweetwater County, and the Sweetwater County Growth Management Plan and Agreement.
191. **Temporary Dwelling:** The use of a manufactured home or recreational vehicle as a temporary dwelling on the same lot as and during the construction of a permanent, site built home or the remodeling of an existing home.
192. **Temporary Work Camp:** Two or more temporary, self-contained, mobile housing units used exclusively for temporary housing. A Temporary Work Camp is also referred to as Base Camp, Man Camp or Work Camp.
193. **Threatened Species:** Under the Endangered Species Act, an animal or plant species, as determined by the U.S. Fish and Wildlife Service that is likely to become endangered within the foreseeable future throughout all or a significant portion of its range.
194. **Track, Trail, Course or Speedway:** An improved area built for the riding or racing of animals, vehicles or athletes, whether private or commercial, and may be outdoors or contained within a building. Appurtenant facilities may include grandstands, concession areas, parking facilities, paddocks and stables, but do not include residences, offices or retail facilities.
195. **Transmission Lines:** Utility owned electrical transmission lines.
196. **Travel Center - Truck Stop:** A site providing specialized facilities for retail fueling services primarily for trucks. With diesel sales exceeding fifty percent of total fuel sales, the site may include related facilities including, but not limited to, restaurants, overnight parking, convenience stores, vehicle washing facilities and vehicle service center.

197. **Two-Family Dwelling:** A single structure designed or used for the residential occupancy of two families.
198. **Uplighting:** Any light source that distributes illumination above a 90 degree horizontal plane.
199. **Use:** Any purpose for which a lot, building, or other structure or a tract of land may be designated, arranged, intended, maintained, or occupied; or any activity, occupation, business, or operation carried on or intended to be carried on in a building or other structure or on a tract of land.
200. **Veterinary Hospital:** A place intended for the medical diagnosis, treatment, and care of animals. A hospital shall be distinguished from a clinic by virtue of providing for the boarding of animals for purposes of receiving some medical care.
201. **Video Viewing Booth or Arcade Booth:** Any booth, cubicle, stall, or compartment that is designed, constructed, or used to hold or set patrons and is used for presenting motion pictures or viewing publications by any photographic, electronic, magnetic, digital, or other means of media (including, but not limited to film, video or magnetic tape, laser disc, CD-ROM, books, magazines, or periodicals) for observation by patrons therein.
202. **Wallpack:** A type of light fixture typically flush-mounted on a vertical wall surface.
203. **WECS Facility:** Anything that is a necessity or a component that exists for the project and is a part of the WECS Project. The WECS Facility includes, but is not limited to, the following systems and components: WECS and associated support facilities including, roads, substations, collection systems, gathering systems, transmission lines, operation and maintenance buildings, primary structures, ancillary facilities, components and equipment, and Wind Generation Devices as specified in the application. The WECS Facility includes all WECS Facility Phases planned by the Developer.
204. **WECS Facility Area:** That region of land whose boundary is legally defined and established by the developer and encompasses the boundaries of all planned WECS Facility Phases and contains all elements for all WECS Facility Phases provided; however, that the boundary may not extend beyond property owned or controlled by the developer.
205. **WECS Facility Boundary:** The legally described limits of the WECS Facility Area that contains all the elements of a WECS Facility and the area encompassed by all planned WECS Facility Phases.
206. **WECS Facility Phase:** A portion of the WECS Facility and WECS Facility Area that the Developer chooses to develop at a future time, leaving the remainder of the WECS Facility to be developed as one or several additional construction units or projects.
207. **WECS Tower:** The support structure to which the nacelle and rotor is attached.
208. **WECS Transmission Lines:** Non-utility owned electrical transmission lines.

209. **Wilderness Characteristics:** Lands that have been inventoried and determined by the BLM to contain wilderness characteristics as defined in Section 2.c of the Wilderness Act.
210. **Wind Energy Conversion System (WECS):** Interchangeable with WECS Facility.
211. **Wind Generation Device:** All components associated with a single device that uses wind as a prime mover for the production of an electrical resource.
212. **Wind Generation Device Height:** The distance from the highest point of the device to the original surface grade.
213. **Wood Recycling Shop:** An establishment within an enclosed structure for the purpose of using used wood and recycling it into usable products such as molding for house construction, molding for picture frames, and other types of wood products. All products and supplies will be stored in a structure. Retail/Wholesale sales will be allowed in conjunction with this use. No outside storage of debris, waste or other by-products will be allowed.
214. **Zoning Certificate:** As referenced in Wyoming Statute 18-5-203, this includes all permits and authorizations allowable by the Sweetwater County Zoning Resolution.
215. **Zoning Permit:** All permits and authorizations allowed under the Sweetwater County Zoning Resolution. A Zoning Permit is also known as a Zoning Certificate.

CERTIFICATION

Amended Rules and Regulations of the Sweetwater County Zoning Resolution Sweetwater County Board of County Commissioners Sweetwater County, Wyoming

We hereby certify that Resolutions 16-06-CC-02 through 16-06-CC-07 regarding the Sweetwater County Zoning Resolution have been approved by the Sweetwater County Commission in accordance with all applicable provisions of the Administrative Procedures Act, including:

1. At its regular meeting on April 21, 2016 the Sweetwater County Commission announced its intent to adopt amendments to the Sweetwater County Zoning Resolution.
2. Prior to adoption, these rules were made available for public inspection, and more than forty-five (45) days have lapsed since the Sweetwater County Commission announced its intent to adopt said rules.
3. The amendments to the Sweetwater County Zoning Resolution shall become effective immediately upon filing with the Sweetwater County Clerk.

Dated this 21st day of June 2016.

Sweetwater County
Board of County Commissioners

Wally J. Johnson, Chairman

John K. Kolb, Member

Don Van Matre, Member

Randal M. Wendling, Member

Attest:

Steven Dale Davis, County Clerk

Reid O. West, Member

BOARD OF COUNTY COMMISSIONERS

MEETING REQUEST FORM

Meeting Date Requested: Tuesday, June 21, 2016	Presenters Name: Jim Schermetzler
Department or Organization: County Attorney	Contact Phone and E-mail: 872-3845
Exact Wording for Agenda: Approve and sign Water Diversion Easement	Preference of Placement on Agenda & Amount of Time Requested for Presentation: 5 minutes, Afternoon
Will there be Handouts? (If yes, include with meeting request form) Yes, Water Diversion and Ditch Easement	Will handouts require SIGNATURES: Yes
Additional Information:	
The Water Diversion and Ditch Easement will grant the Lawrence B. Folks and Virginia A. Folks Living Trusts a sixty foot easement for an irrigation ditch and water diversion structure on the Sweetwater County Drop Structure Property.	
See Easement Exhibit A for Map.	
The Board needs to approve the Easement by motion and sign the approved easement.	
See Attached.	
The Clerk holds the original documents.	

INSTRUCTIONS:

- 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 must accompany the meeting request form by Wednesday at 12:00 p.m. prior to the scheduled meeting date. *****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.

WATER DIVERSION AND DITCH EASEMENT DEED

KNOW ALL MEN BY THESE PRESENTS that for the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, THE COUNTY OF SWEETWATER, STATE OF WYOMING, as Grantor, hereby grants, conveys and warrants unto WANDA J. MADRID, TERESA A. YORK, LAWRENCE B. FOLKS, JR. and ROBIN L. FOLKS, Trustees of the LAWRENCE B. FOLKS LIVING TRUST, dated March 5, 2008, as to an undivided one-half (1/2) interest, and to VIRGINIA A. FOLKS, Trustee of the VIRGINIA A. FOLKS LIVING TRUST, dated March 5, 2008, as to an undivided one-half (1/2) interest, as tenants in common, of P.O. Box 202, Rock Springs, Sweetwater County, Wyoming 82902, their successors in interest and assigns, as Grantees, a perpetual easement for the purpose of maintaining and replacing a water right point of diversion and for the purpose of maintaining, repairing, and replacing a water conveyance ditch on, over and across the real property described in Exhibit A attached hereto and by this reference made a part hereof.

The above-described diversion and ditch easement shall be solely for the benefit of all that certain real property of the Grantees described in Exhibit B attached hereto, and by this reference made a part hereof, and shall be subject to that certain MEMORANDUM OF UNDERSTANDING FOR THE MONITORING AND MAINTENANCE OF THE BITTER CREEK DROP STRUCTURE PROJECT, dated _____, __, 2016, between the Grantor and Grantees, as modified or amended, from time to time.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

WITNESS their hands this _____ day of August, 2002.

Board of County Commissioners of Sweetwater
County, Wyoming

By: _____
Wally J. Johnson, Chairman
Sweetwater County, Wyoming

EXHIBIT A

*Proposed Easement to Serve
THE PIEROTTO DITCH IRRIGATION CANAL
Across Sweetwater County, Wyoming Lands*

Legal Description

A strip of land 60.0 feet in width situate in the West Half of the Southwest Quarter (W $\frac{1}{2}$ SE $\frac{1}{4}$) of Section 31, Resurvey Township 20 North, Range 102 West of the 6th P.M., Sweetwater County, Wyoming, said strip lying 30.0 feet on each side of the following described centerline:

Commencing at the southeast corner of a tract of land heretofore conveyed to Sweetwater County, Wyoming by that Special Warranty Deed of record in Book 1206 on Page 5628-5632 in the Office of the Sweetwater County Clerk and Recorder, said corner lying N52°59'19"W, a distance of 1,794.22 feet from the Southeast Section corner of said Section 31;

Thence N 32° 10' 04" W for a distance of 470.74 feet to the TRUE POINT OF BEGINNING;

Thence S 5° 15' 16" W for a distance of 125.81 feet to the beginning of a tangent curve to the right having a radius of 200.00 feet;

Thence on said curve through a central angle of 32° 27' 59" for an arc distance of 113.33 feet;

Thence S 37° 43' 15" W for a distance of 119.58 feet to the beginning of a tangent curve to the right having a radius of 104.36 feet;

Thence on said curve through a central angle of 32° 26' 12" for an arc distance of 59.08 feet;

Thence S 70° 09' 27" W for a distance of 37.56 feet to the beginning of a tangent curve to the right having a radius of 660.22 feet;

Thence on said curve through a central angle of 5° 12' 12" for an arc distance of 59.96 feet;

Thence S 75° 21' 40" W for a distance of 25.72 feet to a point on the south boundary of said Sweetwater County tract lying N 89° 39' 29" W, a distance of 540.87 feet from the southeast corner thereof,

The sidelines of said strip to be shortened or lengthened to begin and terminate on the respective, cited boundary lines.

Said strip being 541.05 feet or 32.791 rods in length contains an area of 0.612 acres, more or less.

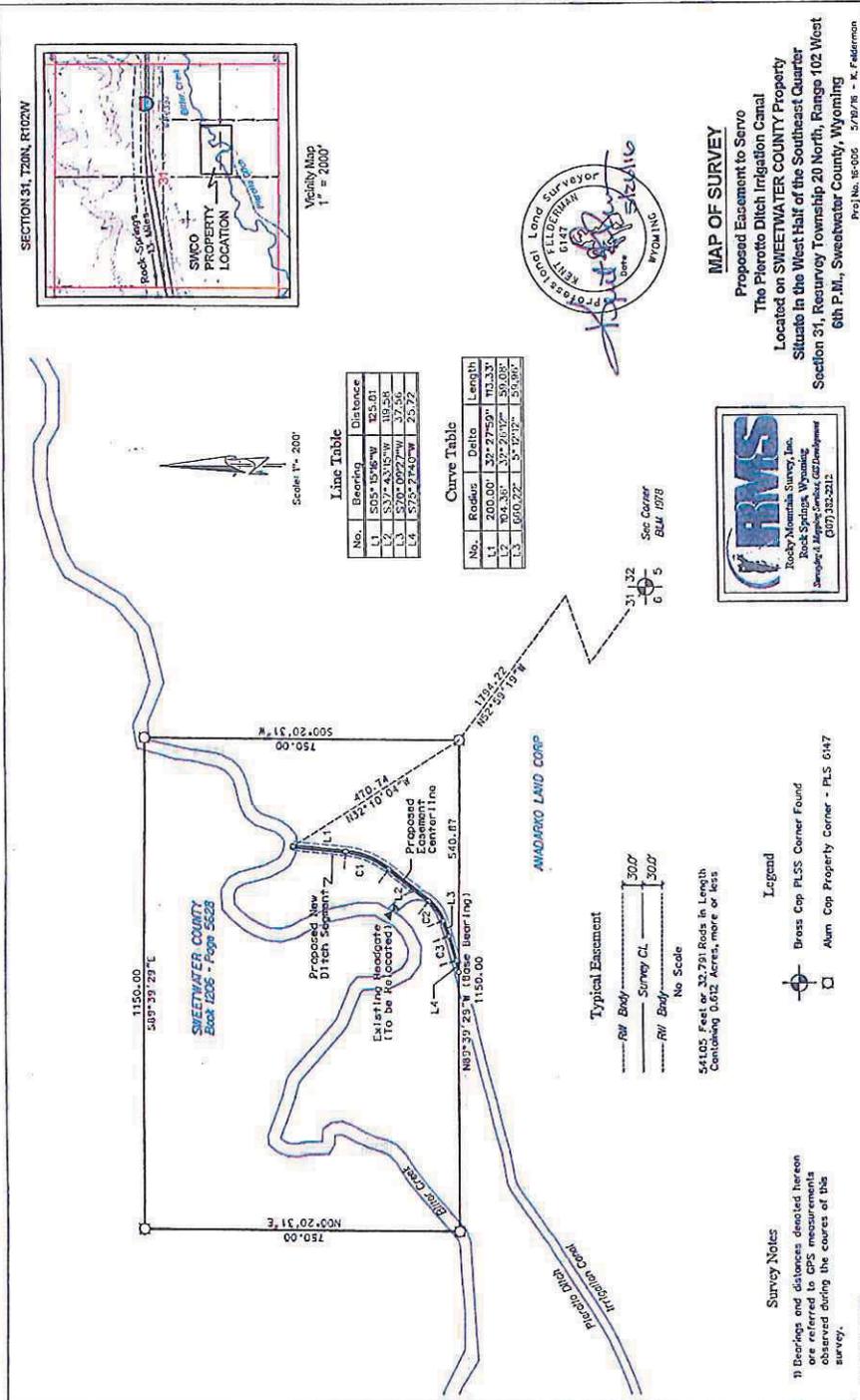
All bearings reported herein are referred to south boundary of said Sweetwater County tract - N 89° 39' 29" W between monuments at the Southeast and Southwest corners thereof.

All in accordance with the survey map labeled Drawing No. 160601 attached hereto and by reference made a part hereof.

*Prepared By: Rocky Mountain Survey, Inc
503 5th Street
Rock Springs, WY 82901*

May 26, 2016

EXHIBIT A



SECTION 31, T20N, R102W



Vicinity Map
1" = 2000'

Scale 1" = 200'

Line Table

No.	Bearing	Distance
L1	S05°19'36"W	125.01'
L2	S70°02'27"W	37.56'
L3	S72°27'43"W	23.72'

Curve Table

No.	Radius	Delta	Length
C1	200.00'	32°27'59"	113.33'
C2	104.36'	37°20'37"	50.03'
C3	650.22'	5°19'39"	59.86'



MAP OF SURVEY
Proposed Easement to Servo
The Pierotto Ditch Irrigation Canal
Located on SWEETWATER COUNTY Property
Situate in the West Half of the Southeast Quarter
Section 31, Recurvey Township 20 North, Range 102 West
6th P.M., Sweetwater County, Wyoming



Survey Notes
1) Bearings and distances denoted herein are referred to GPS measurements obtained during the course of this survey.

Legend
 Brass Cop PLS Center Found
 Alum Cop Property Corner - PLS 6147

Typical Easement
 RW Body
 Survey CL
 RL Body
 No Scale
 541.05 Feet or 32.701 Rods in Length
 Containing 0.612 Acres, more or less

Drawing No. 110001

EXHIBIT B

Township 19 North, Range 103 West, 6th PM, Sweetwater County,
Wyoming

Section 12: E½

BOARD OF COUNTY COMMISSIONERS

MEETING REQUEST FORM

Meeting Date Requested: Tuesday, June 21, 2016	Presenters Name: Jim Schermetzler
Department or Organization: County Attorney	Contact Phone and E-mail: 872-3845
Exact Wording for Agenda: Approve and sign MOU for Bitter Creek Drop Structure Construction Management (see attached)	Preference of Placement on Agenda & Amount of Time Requested for Presentation: 5 minutes, Afternoon
Will there be Handouts? (If yes, include with meeting request form) Yes, MOU for Construction Management	Will handouts require SIGNATURES: Yes
Additional Information:	
The attached MOU for Construction Management Between Sweetwater County Landowner and Sweetwater County Conservation District Project Manager defines Construction Management obligations between Sweetwater County and the Conservation District	
The Board needs to approve the MOU by motion, vote and signature.	
The Conservation District has already approved and signed the document.	
See Attached.	
The Clerk holds the original document.	

INSTRUCTIONS:

- 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 must accompany the meeting request form by Wednesday at 12:00 p.m. prior to the scheduled meeting date. *****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.

**MEMORANDUM OF UNDERSTANDING (MOU)
FOR BITTER CREEK DROP STRUCTURE PROJECT:
CONSTRUCTION MANAGEMENT
BETWEEN SWEETWATER COUNTY LANDOWNER AND
SWEETWATER COUNTY CONSERVATION DISTRICT
PROJECT MANAGER**

1. **Parties.** This memorandum of Understanding [MOU] is between the following parties:

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

Sweetwater County Conservation District (district)
79 Winston Dr., Suite 103
Rock Springs, WY 82901

The above entities are hereafter collectively referred to as the parties and include all heirs and assignees.

2. **Definitions:**

- **Bitter Creek Drop Structure Project (project):** The Bitter Creek Drop Structure Project includes the drop structure and irrigation system, as planned and designed by Inberg-Miller Engineers. It also includes all aspects of site reclamation.
- **Construction Management:** Construction management includes all aspects of project design, bidding, inspection, related grant and warranty administration. This also includes project monitoring, reclamation and maintenance that is not otherwise covered by the Sweetwater County, Conservation District, and Folks Trusts MEMORANDUM OF UNDERSTANDING FOR THE MONITORING AND MAINTENANCE OF THE BITTER CREEK DROP STRUCTURE PROJECT recorded in the Records of the Sweetwater County Clerk in Book _____ Page _____.
- **Grants:** Grants include all funding for project design, construction, monitoring and maintenance.
- **Irrigation System:** The irrigation system includes the irrigation ditch, water diversion structure and head gate located on county property described in Special Warranty Deed Page 5628 of Book 1206 as recorded in the Office of the Sweetwater County Clerk.

- **Reclamation:** Revegetation and erosion control required by the project reclamation plan which is a part of the project construction plans and specifications.
3. **Purpose:** The purpose of this MOU is to define the responsibilities of the parties for project construction management.
 4. **Term of MOU:** This MOU shall become effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and shall remain in full force for the life of the project unless amended. This MOU may be amended upon written request of any party and subsequent written concurrence of the other parties.
 5. **Payment.** This MOU does not require payment of funds by any party to another.
 6. **Mutual Benefit and Interests.** The Parties agree that they have a mutual interest in the proper maintenance and monitoring of the Bitter Creek Drop Structure Project and related reclamation work.
 7. **Grant of Authority for all Construction Management:** By signing this MOU, Sweetwater County grants the Sweetwater County Conservation District the authority and responsibility for all construction management related to the project.
 8. **Acceptance of Construction Management Authority and Responsibilities:** By signing this MOU, the Sweetwater County Conservation District, agrees to and accepts the authority and responsibilities for project construction management as granted Sweetwater County by this MOU.
 9. **Responsibilities of all the Parties.** The following outlines the construction management responsibilities of all parties:
 - a. **Sweetwater County:** The County will collaborate with the District in the implementation of construction management referred to on page one.
 - b. **Sweetwater County Conservation District:** The Sweetwater County Conservation District will:
 - i. Enter into a contract for the project construction and manage all aspects of project construction: design, bidding, project management, inspection, monitoring, reclamation, and warranty administration.
 - ii. Administer project grants and be responsible for all reporting to funder in accordance with grant contracts.
 - iii. Perform this construction management responsibilities in accordance all applicable federal, state and local regulations.
 - iv. Provide the Sweetwater County Planning and Public Works Departments advance notice of all meetings and inspections related to construction management.

- v. Report to the Sweetwater County Board of County Commissioner, once a month, during regular Commissioner Board Meetings, on the progress of the construction of the project. Periodically, throughout the project warranty phase, the District will report to the Board of County Commissioners during regular County Commissioner meetings on the status of the project.

10. **Signatures.** The parties to this MOU, through their duly authorized representatives, have executed their MOU on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the last affixed signature to this document.

Acceptance by Sweetwater County:

Sweetwater County hereby agrees to the terms and conditions stated herein and accepts the same.

By: _____
Wally J. Johnson, Chairman
Sweetwater County Board of County Commissioners

Attest:

Steven Dale Davis
Sweetwater County Clerk

STATE OF WYOMING §
COUNTY OF SWEETWATER §

The foregoing instrument was acknowledged before me this _____ day of _____ 2016 by Wally J. Johnson, Chairman, Sweetwater County Board of County Commissioners, who is personally known to me or who has produced sufficient identification.

Witness my hand and official seal.

Notary Public, State of Wyoming

(SEAL)

My Commission expires: _____

Acceptance by Sweetwater County Conservation District:

Sweetwater County Conservation District hereby agrees to the terms and conditions stated herein and accepts the same.

By: Tom Burris
Tom Burris, Vice- President
Sweetwater County Conservation District

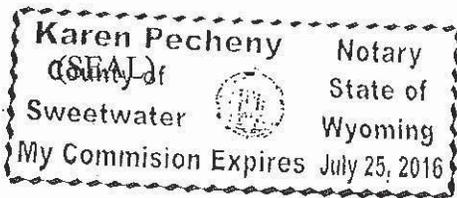
STATE OF WYOMING §

COUNTY OF SWEETWATER §

The foregoing instrument was acknowledged before me this 2 day of June 2016 by Tom Burris, Vice -President of the Sweetwater County Conservation District, who is personally known to me or who has produced sufficient identification.

Witness my hand and official seal.

Karen Pecheny
Notary Public, State of Wyoming



My Commission expires: July 25, 2016

BOARD OF COUNTY COMMISSIONERS

MEETING REQUEST FORM

Meeting Date Requested: Tuesday, June 21, 2016	Presenters Name: Jim Schermetzler
Department or Organization: County Attorney	Contact Phone and E-mail: 872-3845
Exact Wording for Agenda: Approve and sign MOU for Monitoring and Maintenance of the Bitter Creek Drop Structure (see attached)	Preference of Placement on Agenda & Amount of Time Requested for Presentation: 5 minutes, Afternoon
Will there be Handouts? (If yes, include with meeting request form) Yes, MOU for Monitoring and Maintenance	Will handouts require SIGNATURES: Yes
Additional Information:	
The attached MOU for the Monitoring and Maintenance of the Bitter Creek Drop Structure defines the Drop Structure Monitoring and Maintenance Responsibilities and Obligations between obligations between Sweetwater County, the Conservation District and Folks Family Trusts	
The Board needs to approve the MOU by motion, vote and signature.	
The Conservation District has not approved and signed the document.	
See Attached.	
The Clerk holds the original document.	

INSTRUCTIONS:

- 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 must accompany the meeting request form by Wednesday at 12:00 p.m. prior to the scheduled meeting date. *****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.

**MEMORANDUM OF UNDERSTANDING (MOU) FOR THE
MONITORING AND MAINTENANCE OF THE
BITTER CREEK DROP STRUCTURE PROJECT**

1. **Parties.** This MOU is between the following parties:

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

Sweetwater County Conservation District (District)
79 Winston Dr., Suite 103
Rock Springs, WY 82901

Lawrence B. Folks Living Trust
190 County Rd 4-48E
Rock Springs, WY 82901

Virginia A. Folks Living Trust
190 County Rd 4-48E
Rock Springs, WY 82901

The above entities are hereafter collectively referred to as the parties and include all heirs and assignees.

2. **Definitions:**

- **Bitter Creek Drop Structure Project (project):** The Bitter Creek Drop Structure Project includes the drop structure. It also includes site reclamation. The project only includes those project components accepted by Sweetwater County and the Sweetwater Conservation District after the construction and reclamation warranty periods have expired.
- **Folks Trusts:** The Folks Trusts include the Lawrence B. Folks Living Trust and the Virginia A. Folks Living Trust and their heirs and assigns. Virginia A. Folks is the Trustee of the Virginia A. Folks Living Trust, dated March 5, 2008, and Virginia A. Folks, Wanda A. Madrid, Teresa A. York, Lawrence B. Folks, Jr. and Robin L. Folks are Trustees of the Lawrence B. Folks Living Trust, dated March 5, 2008. The Folks Trusts are named as the Grantee in the Water Diversion and Ditch Easement Deed recorded in Book _____, Page _____, in the Records of the Sweetwater County Clerk.

- **Irrigation Easement:** The water diversion and ditch easement rights conveyed to the Folks Trusts, by the Water Diversion and Ditch Easement Deed recorded in Book _____, Page _____, in the Records of the Sweetwater County Clerk.
 - **Irrigation System:** The irrigation system includes the irrigation ditch, water diversion structure and head gate located on county property described in Special Warranty Deed Page 5628 of Book 1206 as recorded in the Office of the Sweetwater County Clerk.
 - **Premises:** Property conveyed to Sweetwater County by Special Warranty Deed Page 5628 of Book 1206 as recorded in the Office of the Sweetwater County Clerk.
 - **Benefitted Property:** The water right(s) which relate(s) to the diversion and ditch are owned by the Folks Trusts for the benefit of the irrigable portion of the real property described in Warranty Deed recorded in Book 1116 WDNS, at Page 191, on March 5, 2008, in the Office of the Sweetwater County Clerk.
 - **Reclamation:** Revegetation and erosion control required by the project reclamation plan which is a part of the project construction plans and specifications.
3. **Purpose:** The purpose of this MOU is to define the responsibilities of the parties for maintaining and monitoring the project and reclamation.
 4. **Term of MOU:** This MOU shall become effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and shall remain in full force for the life of the project unless amended. This MOU may be amended upon written request of any party and subsequent written concurrence of the other parties.
 5. **Payment.** This MOU does not require payment of funds by any party to another.
 6. **Mutual Benefit and Interests.** The Parties agree that they have a mutual interest in the proper maintenance and monitoring of the Bitter Creek Drop Structure Project and related reclamation work.
 7. **Responsibilities of all the Parties.**
Once the Drop Structure Project has been constructed and accepted as complete by the Sweetwater County Conservation District and Sweetwater County, the parties' responsibilities for monitoring and maintaining the Project are stated below:
 - a. **All Parties:** All parties will monitor the project. This monitoring includes visual inspections of the reclaimed area and of the project structures looking for weeds, signs of disturbance or disrepair, vandalism, and project success or failure. Parties will report findings to the Sweetwater County Conservation District. Parties will perform visual inspections at least twice a year with extra inspections encouraged following heavy runoff events.

- b. **Sweetwater County:** The County will maintain and monitor the project.
- c. **Sweetwater County Conservation District:** The Sweetwater County Conservation District will maintain and monitor the project and will be the lead agency in coordinating project monitoring with all parties. For the purposes of furthering the healthy range land management and promoting healthy wildlife habitats, the District will conduct accepted range monitoring protocols within the project area. The District will coordinate project maintenance, monitoring, noxious and invasive weed control, reclamation work or similar tasks with all parties. As needed, the District will coordinate weed control with the Sweetwater County Weed and Pest District.
- d. **Folks Trusts:** The Folks Trusts agree to:
 - i. Maintain the aforesaid pertinent water right(s) with the State of Wyoming. In the event the water right of the Folks Trusts is terminated, the irrigation easement will terminate and the irrigation system on the premises will revert to Sweetwater County. However, the Folks Trusts shall have the right to sell or otherwise transfer the real property to which such water right(s) are attached, provided such sale is made subject to the terms of this Memorandum of Understanding.
 - ii. Monitor the project least twice a year while diverting irrigation waters from Bitter Creek and maintain the irrigation system.
 - iii. Operate the Irrigation System in a prudent manner and in accordance with all applicable laws.
 - iv. Protect, save harmless, defend and indemnify Sweetwater County and the Sweetwater County Conservation District, their officers, employees and/or agents, against and from any and all penalties, fines, costs and expenses, including court costs and counsel fees, imposed upon or incurred by County and District its officers, employees and/or agents, resulting from, or connected with, violations of law, or civil actions for negligence by the Folks Trusts or their authorized agents.
 - v. Maintain the Irrigation System and to do so in a manner reasonably intended to prevent erosion.
 - vi. Reclaim and re-vegetate, at the sole expense of the Folks Trusts, the surface of any of the premises and the irrigation system disturbed in the exercise of the rights granted to the Folks Trusts by the irrigation easement. All reclamation shall take place in a manner consistent with paragraph 7.b. herein.
 - vii. Control and/or eradicate all noxious and invasive weeds from the irrigation easement or other affected areas and shall not allow the same to go to seed.

Folks Trusts shall use weed control methods approved by the Sweetwater County Conservation District.

viii. Not change the location of or injure any fences or other structures located on the property of County.

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

The effective date of this MOU is the date of the last affixed signature to this document.

Acceptance by Sweetwater County:

Sweetwater County hereby agrees to the terms and conditions stated herein and accepts the same.

By: _____
Wally J. Johnson, Chairman
Sweetwater County Board of County Commissioners

Attest:

Steven Dale Davis
Sweetwater County Clerk

STATE OF WYOMING §

COUNTY OF SWEETWATER §

The foregoing instrument was acknowledged before me this _____ day of _____ 2016 by **Wally J. Johnson**, Chairman, Sweetwater County Board of County Commissioners, who is personally known to me or who has produced sufficient identification.

Witness my hand and official seal.

Notary Public, State of Wyoming

(SEAL)

My Commission expires:

Attest:

_____ Date

Steven Dale Davis
Sweetwater County Clerk

Acceptance by Sweetwater County Conservation District:

Sweetwater County Conservation District hereby agrees to the terms and conditions stated herein and accepts the same.

By: _____
Mary Thoman, President
Sweetwater County Conservation District

STATE OF WYOMING §

COUNTY OF SWEETWATER §

The foregoing instrument was acknowledged before me this ____ day of _____, 2016 by Mary Thoman, President of the Sweetwater County Conservation District, who is personally known to me or who has produced sufficient identification.

Witness my hand and official seal.

Notary Public, State of Wyoming

(SEAL)

My Commission expires: _____

Acceptance by Folks Trusts:

The Living Trusts of Lawrence B. Folks Living Trust and Virginia A. Folks Living Trust herby agree to the terms and conditions stated herein and accept the same.

Lawrence B. Folks Living Trust

By: Virginia A. Folks
Virginia A. Folks, Trustee

By: Wanda J. Madrid
Wanda J. Madrid, Trustee

By: Teresa A. York
Teresa A. York, Trustee

By: Lawrence B. Folks, Jr.
Lawrence B. Folks, Jr., Trustee

By: Robin L. Folks
Robin L. Folks, Trustee

Virginia A. Folks Living Trust

By: Virginia A. Folks
Virginia A. Folks, Trustee

STATE OF WYOMING §

COUNTY OF SWEETWATER §

The foregoing instrument was acknowledged before me this 2nd day of June, 2016 by Wanda J. Madrid, Trustee of the Lawrence B. Folks Living Trust who is personally known to me or who has produced sufficient identification.

Witness my hand and official seal.



Susan Mitchell
Notary Public, State of Wyoming

My Commission expires: 6-25-2017

The foregoing instrument was acknowledged before me this 2nd day of June, 2016 by **Teresa A. Folks**, Trustee of the Lawrence B. Folks Living Trust who is personally known to me or who has produced sufficient identification.

Witness my hand and official seal.



Susan Mitchell
Notary Public, State of Wyoming

My Commission expires: 6-25-2017

The foregoing instrument was acknowledged before me this 2nd day of June, 2016 by **Lawrence B. Folks, Jr.**, Trustee of the Lawrence B. Folks Living Trust who is personally known to me or who has produced sufficient identification.

Witness my hand and official seal.

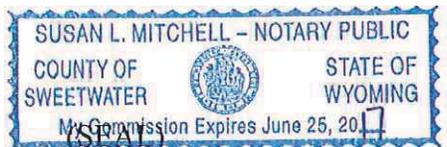


Susan Mitchell
Notary Public, State of Wyoming

My Commission expires: 6-25-2017

The foregoing instrument was acknowledged before me this 2nd day of June, 2016 by **Robin L. Folks**, Trustee of the Lawrence B. Folks Living Trust who is personally known to me or who has produced sufficient identification.

Witness my hand and official seal.

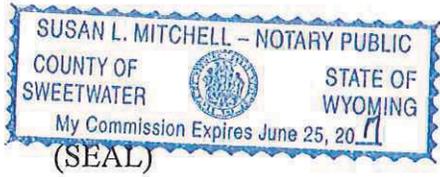


Susan Mitchell
Notary Public, State of Wyoming

My Commission expires: 6-25-2017

The foregoing instrument was acknowledged before me this 2nd day of June, 2016 by **Virginia A. Folks**, as Trustee of the Lawrence B. Folks Living Trust, and as Trustee of the Virginia A. Folks Living Trust, who is personally known to me or who has produced sufficient identification.

Witness my hand and official seal.



Susan L. Mitchell
Notary Public, State of Wyoming

My Commission expires: 6-25-2017