

# **NOTICE**

**THE SWEETWATER COUNTY BOARD OF COUNTY COMMISSIONERS  
WILL MEET ON TUESDAY, August 2, 2016 AT 8:30 A.M.  
IN THE COMMISSIONERS' CHAMBERS  
(TENTATIVE AND SUBJECT TO CHANGE)  
PLEASE ARRIVE 15 MINUTES EARLIER THAN YOUR SCHEDULED TIME**

## **PRELIMINARY**

**8:30** CALL TO ORDER  
QUORUM PRESENT  
PLEDGE OF ALLEGIANCE  
APPROVAL OF AGENDA  
APPROVAL OF MINUTES: July 19, 2016

## **ACCEPTANCE OF BILLS**

Approval of County Vouchers/Warrants  
Approval of Bonds

## **PUBLIC HEARING**

Budget Amendment -Veteran Services Office

## **COMMISSIONER COMMENTS/REPORTS**

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

## **COUNTY RESIDENT CONCERNS**

**9:30**

## **ACTION/PRESENTATION ITEMS**

**9:40** Sweetwater County/UW FY 2017 Salary Agreement  
  
**9:45** Human Service Contracts

- 9:50** Mill Levy Approval
- 9:55** Approval of Warrant Agreement with RSNB
- 10:05** Drop Structure Update
- 10:25** MOU between the State of Wyoming, Wyoming Guardian Ad Litem Program, a Division of the Office of the State of Public Defender and Sweetwater County, Wyoming
- 10:35** Approval of Resolution 16-08-GR-01 for Submission of a FY 2017 Congestion Mitigation/Air Quality (CMAQ) Grant Application
- 10:40** BLM ROW Application for a Portion of Hillcrest Lane (CR4-1111)
- 10:45** Inmate Telecommunication Location Agreement between Telmate LLC and Sweetwater County
- 10:50** Request to Re-Staff Vacant Position in the Detention Center
- 10:55** Request to Replace Vacant Position in the Attorney's Office

**OTHER**

**11:00**

**EXECUTIVE SESSION AS NEEDED**

**ADJOURN**

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

**The draft packet will be available on the county website  
on Friday afternoon (prior to the meeting)**

July 19, 2016  
Green River, WY

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

**Approval of Agenda**

Chairman Johnson entertained a motion to amend the agenda by striking the word *malt beverage permit* to a *catering permit* for the Solvay Employee picnic. *Commissioner Wendling so moved. Commissioner Van Matre seconded the motion.* The motion carried.

**Approval of Minutes: 7-5-16**

*Commissioner Wendling moved to approve the minutes dated July 5, 2016. Commissioner Kolb seconded the motion.* The motion carried.

**Acceptance of Bills**

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

*Commissioner Kolb moved to approve the county vouchers/warrants, monthly reports, and the abates/rebates. Commissioner Wendling seconded the motion.* The motion carried.

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The following abates/rebates were placed on file:

TAXPAYER	VALUATION	TAXPAYER	VALUATION
BLACK DIAMOND MINERALS LLC	-8,302	LAUGHTER JESSE RAY	-602
HUGHES PHILLIP G & ALTA	-400	LAUGHTER JESSE RAY	-586
HUGHES PHILLIP G & ALTA	-416	MAROOK GEORGE J JR	-363
HUGHES PHILLIP G & ALTA	-444	MAROOK GEORGE J JR	-386
HUGHES PHILLIP G & ALTA	-422	MAROOK GEORGE J JR	-371
EVANS SUSAN E & JESSE	-444	MARSH JAMES R	-390
EVANS SUSAN E & JESSE	-422	MARSH JAMES R	-416
SOLIS HERNANDEZ MARIA	-366	MARSH JAMES R	-396
SOLIS HERNANDEZ MARIA	-349	SAMSON RESOURCES CO	-12,517
LAUGHTER JESSE RAY	-578	SAMSON RESOURCES CO	-25,983

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**Public Hearing**

**Budget Amendments**

Accounting Manager Bonnie Berry and IT Director Tim Knight presented Resolution 16-07-CL-01. Following discussion, Chairman Johnson opened the public hearing. Hearing no comments, the hearing was closed. Chairman Johnson entertained a motion to approve Resolution 16-07-CL-01. *Commissioner Wendling so moved. Commissioner Van Matre seconded the motion.* The motion carried.

**RESOLUTION 16-07-CL-01  
SWEETWATER COUNTY  
BUDGET AMENDMENT**

DUE to unanticipated capital expenditures within the IT department totaling \$46,800,

WHEREAS, it has been determined that the aforementioned funds need to be transferred within the 2016-2017 County Budget,

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

BE IT THEREFORE RESOLVED: that the 2016-2017 fiscal year budget for Sweetwater County be amended to reflect the following budget changes:

Expenditures Increase General Fund:

IT – Capital \$46,800.00

Expenditures Decrease General Fund:

IT – Operating (\$46,800.00)

Dated at Green River, Wyoming this 19th day of July, 2016.

THE BOARD OF COUNTY COMMISSIONERS  
OF SWEETWATER COUNTY, WYOMING

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

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

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

\_\_\_\_\_  
Randal M. Wendling, Member

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

ATTEST:

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

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**Commissioner Comments/Reports**

**Commissioner Kolb**

Commissioner Kolb reported on meetings he attended for the Sweetwater County Memorial Hospital Board of Trustees, McKinnon Community Town Hall gathering and Planning & Zoning. Commissioner Kolb further reported that he attended the Pro-Police Rally in Rock Springs.

**Commissioner Wendling**

Commissioner Wendling reported on meetings he attended for the Eden Valley Waste Disposal District, Sweetwater County Conservation District, Granger Town Council, Star Board, Great Divide Economic Development Coalition, Region VI WAM meeting, McKinnon Community Town Hall gathering, Communities Protecting the Green, and the Library Board. Commissioner Wendling further reported that he attended the Ribbon Cutting Ceremony for Creative Floral. Lastly, Commissioner Wendling expressed his appreciation to the inmates for doing a great job of painting the outside of the maintenance shop.

**Chairman Johnson**

Chairman Johnson read the facility report received from Facilities Manager Chuck Radosevich. Chairman Johnson followed up on Commissioner Kolb's report relative to the Memorial Hospital Board of Trustees and the Commission's statutory obligation to the hospital. Chairman Johnson reiterated that the Board of County Commissioners strongly supports the entire staff at the hospital. Following discussion, the commission concurred to draft a letter to the Hospital Board of Trustees that Commissioner Kolb and Chairman Johnson would be attending the medical staff meetings. Chairman Johnson reported that he had the opportunity to deliver messages relative to Wyoming being dependent upon minerals in Washington DC last week.

**Commissioner Van Matre**

Commissioner Van Matre reported that he met with Human Resource Director Garry McLean, Superior Mayor Roe Miller, Rock Springs Chamber of Commerce CEO Dave Hanks and Events Complex Director Larry Lloyd. Commissioner Van Matre reported on meetings he attended for the Airport Board and the Museum Board. Commissioner Van Matre explained that he had the opportunity to tour the newly renovated Rock Springs Chamber of Commerce. Commissioner Van Matre echoed the remarks made by Chairman Johnson and Commissioner Kolb relative to the Memorial Hospital Board of Trustees.

Commissioner Kolb excused himself from the meeting to attend the Rock Springs Police swearing in ceremony for his son.

**County Resident Concerns**

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

**Break**

Chairman Johnson called for a break.

**Action/Presentation Items**

**Consideration of Resolution Regarding BLM RS 2477 Roads**

Chairman Johnson presented Resolution 16-07-CC-01 and entertained a motion to approve. Following discussion, *Commissioner Wendling so moved. Commissioner Van Matre seconded the motion.* The motion carried.

RESOLUTION NO. 16-07-CC-01

**A RESOLUTION BY THE SWEETWATER COUNTY COMMISSIONERS OPPOSING CLOSURE,  
OBSTRUCTION, OR UNREASONABLE RESTRICTION OF PUBLIC ROADS AND RIGHTS-OF-  
WAY BY FEDERAL AGENCIES**

WHEREAS, the County has become aware of a deliberate practice by federal land management agencies such as the Bureau of Land Management (BLM), the U.S. Forest Service (USFS) and the National Park Service (NPS) of closing, obstructing, and unreasonably restricting public use of and access to public roads within the County; and

WHEREAS, the County has performed an inventory of pedestrian trails, horse paths, livestock trails, wagon roads, jeep trails, logging roads, homestead roads, mine-to-market roads, alleys, tunnels, bridges, dirt or gravel roads, paved roads, and all other ways in the County for purposes of documenting and establishing public roads and rights-of-way; and

WHEREAS, it is the County's position that these public roads and rights-of-way were established pursuant to Section 8 of the Mining Act of 1866, reenacted and recodified as Revised Statutes 2477 (R.S. 2477), 43 U.S.C. §932 (repealed Oct. 21, 1976); and

WHEREAS, the United States Congress enacted R.S. 2477 for the purpose of promoting the settlement of the western United States by granting a rights-of-way for the construction and establishment of highways over public lands, not reserved for public uses; and

WHEREAS, the above-mentioned right to pass across public lands, except those withdrawn from public use effected a grant, which was accepted whenever and wherever roads and ways were established over unreserved federal land by construction or otherwise and were available for public use, and these public highways remain available to this day for public use; and

WHEREAS, these rights-of-way identified in this resolution were established before the repeal of R.S. 2477 by the Federal Land Policy and Management Act (FLPMA), 43 U.S.C. §§1701-1784, on October 21, 1976, and are thus preserved in the same Act; and

WHEREAS, public access to routes of travel are essential to the County's transportation and public access systems and to the economic, social, and political well-being and custom and culture of the communities and citizens of the County; and

WHEREAS, identifying, asserting, and protecting these rights-of-way is necessary to protect the County's resources and to promote public health and safety, including but not limited to, search and rescue, fire protection, health and law enforcement, and other emergency services; and

WHEREAS, many land uses in the County depend upon roads and rights-of-way associated with general non-motorized and motorized ingress, passage, and egress; the County also depends upon the responsible use and development of public land resources and adequate, feasible, and fully-protected access is required to utilize and to protect these resources; and

WHEREAS, the term "highway" in this resolution includes, but is not limited to, pedestrian trails, horse paths, livestock trails, wagon roads, jeep trails, logging roads, homestead roads, mine-to-market roads, alleys, tunnels, bridges, dirt or gravel roads, paved roads, and all other ways and their attendant access for maintenance, reconstruction, and construction; and

WHEREAS, the County's right, title, and interest in these rights-of-way includes the right to evaluate and perform construction, reconstruction, and maintenance which is reasonable and necessary for safe passage for the rights-of-way established prior to the repeal of R.S. 2477 or the reservation of the lands for public use; the County will perform maintenance, reconstruction, or construction consistent with the County land use plan, public desires and necessity; and

WHEREAS, it is the policy of the County to ensure that all rights-of-way accepted pursuant to the grant offered under R.S. 2477 be retained in perpetuity for the use and benefit of the public unless abandoned and vacated in accordance with applicable law; and

NOW, THEREFORE BE IT RESOLVED, that the Sweetwater County Commissioners oppose any closure, obstruction, or unreasonable restriction of public roads or rights-of-way established pursuant to R.S. 2477 within the County by federal agencies such as the BLM, USFS or NPS.

NOW, THEREFORE BE IT ALSO RESOLVED, that the Sweetwater County Commissioners will continue to inventory and document public roads and R.S. 2477 rights-of-way.

NOW, THEREFORE BE IT ALSO RESOLVED that Sweetwater County will work with private landowners to provide public access while respecting private property interests where appropriate.

NOW, THEREFORE BE IT ALSO RESOLVED, that the County will continue to collaborate with the state, local, and federal land agencies to document and manage R.S. 2477 Rights-of-way.

NOW, THEREFORE BE IT ALSO RESOLVED, that nothing in this resolution shall limit the authority of the Sweetwater County Commissioners to modify, vacate, abandon, or the expand the County's R.S. 2477 assertions.

This resolution shall be filed in the Records of the Sweetwater County Clerk.

Dated this 19th day of July, 2016,

THE BOARD OF COUNTY COMMISSIONERS  
OF SWEETWATER COUNTY, WYOMING

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

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

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

\_\_\_\_\_  
Randal M. Wendling, Member

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

ATTEST:

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

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**Request Approval of Catering Permits**

County Clerk Dale Davis presented three catering permits.

1. **24 Hour Catering Permit for Solvay Employee Picnic on July 23, 2016**  
*Commissioner Van Matre moved to approve the Santé Fe Trails catering permit for the Solvay employee picnic to be held at Pioneer Trails on July 23, 2016 contingent upon approval from the City of Rock Springs. Commissioner Wendling seconded the motion. The motion carried.*
2. **Catering Permit for Eden Saloon on August 6, 2016**  
*Commissioner Wendling moved to approve the catering permit for Eden Valley Saloon on August 6, 2016. Commissioner Van Matre seconded the motion. The motion carried.*
3. **Catering Permit for Eden Saloon on August 27, 2016**  
*Commissioner Van Matre moved to approve the catering permit for Eden Saloon on August 27, 2016 for the purpose of a retirement party at the community hall. Commissioner Wendling seconded the motion. The motion carried.*

**Award of 2016 Asphalt Overlay Project**

Public Works Director Gene Legerski presented the bid summary received for the 2016 Asphalt Overlay Project. Following discussion, Chairman Johnson entertained a motion to award the bid for the 2016 Asphalt Overlay Project as presented by Mr. Legerski and authorize the Chairman to sign all necessary documents. *Commissioner Wendling moved to award the bid for the 2016 Asphalt Overlay Project to Kilgore Companies, LLC (dba Lewis & Lewis, Inc.) in the sum of \$1,846,438.75 and authorize the Chairman to sign. Commissioner Van Matre seconded the motion. The motion carried.*

**Award of 2016 Paint Striping Project**

Public Works Director Gene Legerski presented the bid summary received for the 2016 Paint Striping Project. Following discussion, Chairman Johnson entertained a motion to award the bid for the 2016 Paint Striping Project and authorize the Chairman to sign all necessary documents. *Commissioner Van Matre moved to award the bid for the 2016 Paint Striping Project to S&L Industrial in the sum of \$293,529.60 and authorize the Chairman to sign all necessary documents. Commissioner Wendling seconded the motion. The motion carried.*

**Request Approval of K9 Purchase Agreement**

Captain Rick Hawkins presented the K9 Purchase Agreement. Following discussion, Chairman Johnson entertained a motion to approve the Sweetwater County Sheriff's Office K9 Purchase Agreement. *Commissioner Wendling so moved. Commissioner Van Matre seconded the motion. The motion carried.*

**Break**

Chairman Johnson called for a break.

**Planning & Zoning- Public Hearing**

**Alexis Auto Body & Glass Conditional Use Permit Impound, Storage & Salvage**

Land Use Director Eric Bingham provided the Planning & Zoning report and presented Resolution 16-07-ZO-01. Owner Victor Nevarez was present. Fire Warden Mike Bournazian was present to address fire concerns and conditions required for safety. Commissioner Kolb re-entered the meeting. Chairman Johnson opened the public hearing. Auto Recycler owners John Liggett and William Liggett and El Rancho Towing owner Clay Devine were present to address concerns relative to the salvage yard. Hearing no further comments, the public hearing was closed. Following discussion, *Commissioner Kolb moved to approve Resolution 16-07-ZO-01, with the following conditions: 1. No stacking of vehicles will be allowed, 2. The conditional use is approved for a two year term, the salvage/impound yard is personal to the applicant, 4. The applicant is responsible for maintaining all State required permits, 5.*

*The salvage yard shall be a minimum of 100 feet from all natural vegetation, 6. The conditional use is valid when a permit has been issued from WYDOT for the storage/salvage yard, 7. A 6 foot fence must be installed around the impound yard, and 8. That if salvage vehicles are visible from 191, the view must be mitigated. Commissioner Van Matre seconded the motion. The motion carried.*

**RESOLUTION 16-07-ZO-01 - APPROVED  
ALEXIS AUTO BODY & GLASS, LLC  
CONDITIONAL USE PERMIT  
IMPOUND, SALVAGE & STORAGE**

WHEREAS, Alexis Auto Body & Glass, LLC is requesting a Conditional Use Permit for the operation of an Impound, Salvage and Storage business in accordance with Section 7 of the 2015 Zoning Resolution. This Conditional Use Permit, if approved, will allow Alexis Auto Body & Glass to tow, salvage and impound vehicles on property located at 26 Tri-State Road which is currently zoned Light Industrial (I-1). This 45.97 acre parcel is owned by Hymark Holdings, LLC and is located in the SE of Section 35, T20N, R105W of the 6<sup>th</sup> Principal Meridian, Reliance, Sweetwater County, Wyoming and is more particularly described as follows:

Parcel A: A parcel of land situate in the Southeast Quarter (SE1/4) of Section 35, Township 20 North, Range 105 West of the Sixth Principal Meridian, Sweetwater County, Wyoming, bounded and described as follows: Commencing at the Southeast corner of said Section 35; thence along the East section line of said Section North 0°02' West, a distance of 850.0 feet; thence South 74°35' West a distance of 819.41 feet to the true point of beginning; thence North 0°02' West a distance of 717.37 feet; thence South 89°58' West a distance of 159.95 feet; thence North 0°02' West a distance of 80.0 feet; thence South 89°58' West a distance of 397.09 feet; thence South 49°09' East a distance of 657.43 feet; thence South 0°02' East a distance of 383.58 feet to a point on the right of way line and 25 feet from the center line of the Union Pacific Railroad Reliance spur track; thence North 74°35' East a distance of 62.23 feet to the true point of beginning, together with all improvements situate thereon.

Parcel B: All of a parcel of land situated in the North Half of the Southeast Quarter (N1/2SE1/4) of Section 35, resurvey Township 20 North, Range 105 West of the 6th P.M., Sweetwater County, Wyoming, lying 25 feet Northeasterly measured at right angles and/or radially from the centerline of the right-of-way for the Reliance Spur Track of the Union Pacific Railroad Company and lying 100 feet easterly measured at right angles and/or radially from the centerline of the Union Pacific Railroad Company Spur Track serving Stansbury Coal Company as described in that Quitclaim Deed dated April 21, 1976, recorded July 16, 1976, in Book 620, Page 400, Sweetwater County Records, excepting therefrom that portion previously conveyed to Bobby C. Smalley by Special Warranty Deed dated December 16, 1975, recorded December 18, 1975, in Book 598, Page 262, Sweetwater County Records, together with all improvements situate thereon.

WHEREAS, the Sweetwater County Board of County Commissioners held a public hearing in regards to this matter on July 19, 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 APPROVED the Conditional Use Permit for the operation of an Impound, Salvage and Storage Business with the following conditions:

1. No stacking of vehicles will be allowed.
2. The Conditional Use is approved for a two year term.
3. The salvage/impound yard is personal to the applicant.
4. The applicant is responsible for maintaining all State required permits.
5. The salvage yard shall be a minimum of 100 feet from all natural vegetation.
6. The Conditional Use is valid when a permit has been issued from WYDOT for the storage/salvage yard.
7. A 6 foot fence must be installed around the impound yard.
8. If salvage vehicles are visible from Highway 191, that view must be mitigated.

Dated this 19<sup>th</sup> day of July, 2016.

THE BOARD OF COUNTY COMMISSIONERS  
OF SWEETWATER COUNTY, WYOMING

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

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

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

ATTEST:

\_\_\_\_\_  
Randal M. Wendling, Member

Steven Dale Davis, County Clerk

Absent  
Reid O. West, Member

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**Language Amendment to Subdivision Regulations Replats**

Land Use Director Eric Bingham provided the notice of intent for the language amendments to the Sweetwater County zoning resolution solar energy systems. Following discussion, Chairman Johnson opened the public hearing. Fire Warden Mike Bournazian addressed utility scales. Hearing no further comments, the public hearing was closed. *Commissioner Kolb moved to approve the notice of intent-language amendments to the Sweetwater County zoning resolution solar energy systems. Commissioner Wendling seconded the motion.* The motion carried.

**NOTICE OF INTENT  
LANGUAGE AMENDMENTS TO THE  
SWEETWATER COUNTY ZONING RESOLUTION  
SOLAR ENERGY SYSTEMS**

1. The Sweetwater County Board of County Commissioners intends to amend the Sweetwater County Zoning Resolution regarding Solar Energy Systems.
2. This action will adopt new rules as authorized by Wyoming Statute 18-5-201.
3. This action complies with the requirements of Wyoming Statute 9-5-304.
4. These regulations will insure orderly growth, development and redevelopment while streamlining the regulatory process.
5. Any interested person may obtain a copy of the proposed regulations by visiting the Sweetwater County website at [sweet.wy.us](http://sweet.wy.us), Planning and Zoning Department webpage or by requesting a copy from the Sweetwater County Land Use Department, 80 West Flaming Gorge Way, Suite 23, Green River, WY, 82935; by phone at 307-922-5430 or 307-872-3914; by fax at 307-872-3991 or by e-mail at [landuse@sweet.wy.us](mailto:landuse@sweet.wy.us).
6. Any interested persons may comment on the amendments by writing to the Sweetwater County Land Use Department, 80 West Flaming Gorge Way, Suite 23, Green River, WY, 82935; by fax at 307-872-3991 or by e-mail at [landuse@sweet.wy.us](mailto:landuse@sweet.wy.us).
7. All comments must be received before September 3, 2016.
8. The Board of County Commissioners may consider the adoption of these new rules after a public hearing to be held on Tuesday, September 6, 2016 at 1:30 pm in the County Commissioner’s Room in the Sweetwater County Courthouse, 80 West Flaming Gorge Way, Suite 115, Green River, Wyoming, 82935.
9. Action on any application relating to Solar Energy Systems – Utility Scale which are submitted after the date of this notice shall be delayed until the Board of County Commissioners acts on the adoption of these rules.

Signed this 19<sup>th</sup> day of July, 2016.

THE BOARD OF COUNTY COMMISSIONERS  
OF SWEETWATER COUNTY, WYOMING

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

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

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

\_\_\_\_\_  
Randal M. Wendling, Member

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

ATTEST:

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

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**Executive Session(s)-Personnel/Legal**

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

After coming out of executive session, Chairman Johnson explained that action was required. Chairman Johnson entertained a motion to approve the voluntary separation agreement for Jill Miller. *Commissioner Wendling so moved. Commissioner Van Matre seconded the motion.* The motion carried.

Chairman Johnson entertained a motion to approve the letter dated July 19, 2016 addressed to Mr. George Lemich and drafted by County Attorney Danny Erramouspe relative to the Memorial Hospital of Sweetwater County and authorize the distribution to Mr. Lemich and news outlets. *Commissioner Kolb so moved. Commissioner Wendling seconded the motion.* The motion carried.

**Adjourn**

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

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

THE BOARD OF COUNTY COMMISSIONERS  
OF SWEETWATER COUNTY, WYOMING

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

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

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

\_\_\_\_\_  
Randal M. Wendling, Member

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

ATTEST:

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

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	DATE	AMOUNT	WARRANT #S
EAL	7/22/2016	21,877.64	70457-70473
EAL	7/29/2016	20,469.50	
EAL	8/2/2016	980,925.42	
EAL			
EAL			

	AMOUNT	Check #	Advice #
Payroll Run	5,300.94	70474	17896
Payroll Run			
Payroll Run			

TOTAL AMOUNT \$1,028,573.50

Vouchers in the above amount are hereby approved and ordered paid this date of 08/02/16

\_\_\_\_\_  
Wally J. Johnson, County Commissioner

\_\_\_\_\_  
John K. Kolb, County Commissioner

\_\_\_\_\_  
Don Van Matre, County Commissioner

\_\_\_\_\_  
Randal M. Wendling, County Commissioner

Attest:

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

\_\_\_\_\_  
Reid O. West, County Commissioner

**Authorization for Bonds**  
**8-2-16**

Timothy Winger                      SWCO Museum Board, Treasurer                      \$10,000.00

THE BOARD OF COUNTY COMMISSIONERS  
FOR SWEETWATER COUNTY, WYOMING

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

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

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

Attest:

\_\_\_\_\_  
Randal M. Wendling, Member

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

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

\_\_\_\_\_  
James P. Schermetzler, Deputy County Attorney

Wyoming



# Western Surety Company

## OFFICIAL BOND AND OATH

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 54932411

That we Timothy Winger

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

unto \_\_\_\_\_, the State of Wyoming, in the penal

sum of Ten Thousand and 00/100 DOLLARS (\$ 10,000.00), to which payment well and truly to be made, we bind ourselves and our legal representatives, jointly and severally, firmly by these presents.

Dated this 12th day of July, 2016.

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

Principal was duly  Appointed  Elected to the office of Treasurer

in the Sweetwater County Museum Board

and State aforesaid for the term beginning July 31, 2016, and ending

July 31, 2017.

NOW THEREFORE, If the above bounden Principal and his deputies shall faithfully, honestly and

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



Timothy L. Winger Principal

WESTERN SURETY COMPANY

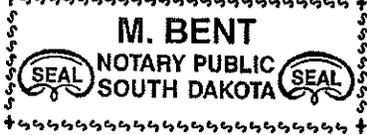
By Paul T. Brudat  
Paul T. Brudat, Vice President

ACKNOWLEDGMENT OF SURETY  
(Corporate Officer)

STATE OF SOUTH DAKOTA }  
County of Minnehaha } ss

On this 12th day of July, 2016, before me, appeared

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



M. Bent

Notary Public

My Commission Expires March 2, 2020

OATH OF OFFICE

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

Timothy L. Winger

State of Wyoming }  
County of Sweetwater } ss

8.12.16

This Oath of Office was subscribed and sworn to before me by Timothy L. Winger  
on this 20 day of July, 2016  
My commission expires:

Susan L. Dansie  
Notary Public, Wyoming

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF WYOMING }  
County of Sweetwater } ss

On this 20 day of July, 2016, before me, personally appeared

Timothy L. Winger, to me known to be the person described in and who executed the foregoing instrument as Principal, and acknowledged that the same was executed as

his free act and deed.

My commission expires

August 16, 2016

Susan L. Dansie  
Notary Public, Wyoming

8.12.16

# BOARD OF COUNTY COMMISSIONERS

## MEETING REQUEST FORM

Meeting Date Requested: <b>8/2/16</b>	Presenters Name: <b>Bonnie Berry</b>
Department or Organization: <b>Clerk's office</b>	Contact Phone and E-mail: <b>875-3762</b>
Exact Wording for Agenda: <b>Budget Amendment</b>	Preference of Placement on Agenda & Amount of Time Requested for Presentation: <b>8:30 5 min</b>
Will there be Handouts? (If yes, include with meeting request form) <b>yes</b>	Will handouts require SIGNATURES: <b>yes</b>
Additional Information:	

### 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](mailto: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](http://www.sweet.wy.us/commissioner)) on Thursday afternoon.
- If a request to be placed on an agenda is received **AFTER** the deadline, you will be considered for the next meeting date.
- No handout will be received during a meeting in session.

**RESOLUTION 16-08-CL-01**  
**SWEETWATER COUNTY**  
**BUDGET AMENDMENT**

**DUE** to a decrease in the anticipated payroll expenditures within the Veterans Services department totaling \$10,000,

**WHEREAS**, it has been determined that the aforementioned funds need to be transferred within the 2016-2017 County Budget,

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

**BE IT THEREFORE RESOLVED**: that the 2016-2017 fiscal year budget for Sweetwater County be amended to reflect the following budget changes:

**Expenditures Increase General Fund:**

Veterans Services – Operating	\$10,000.00
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**Expenditures Decrease General Fund:**

Veterans Services – Payroll	(\$10,000.00)
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Dated at Green River, Wyoming this 2nd day of August, 2016.

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

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

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

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

\_\_\_\_\_  
Randy Wendling, Member

**ATTEST:**

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

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

NOTICE OF PUBLIC HEARING  
SWEETWATER COUNTY  
BUDGET AMENDMENT

Notice is hereby given of a Public Hearing to amend the Veterans Services budget within the Sweetwater County 2016-2017 budget in the amount of \$10,000.00 due to a decrease in the anticipated payroll expenditures within the department,

Said hearing will be held at the Sweetwater County Commissioners' meeting room in the County Courthouse in Green River, Wyoming on the 2nd day of August, 2016 at 8:30 A.M. At this time, any and all interested persons may appear and express their opinion regarding the budget amendment.

Dated at Green River, Wyoming this 25<sup>th</sup> day of July, 2016.

Board of County Commissioners  
Sweetwater County, Wyoming

Attest:

(s) Wally J Johnson, Chair

(s) Steven Dale Davis, County Clerk

Please Advertise as a Legal Advertisement on July 26, 2016.

# BOARD OF COUNTY COMMISSIONERS

## MEETING REQUEST FORM

Meeting Date Requested: <b>August 2, 2016</b>	Presenters Name: <b>Bonnie Berry</b>
Department or Organization: <b>County Clerk's office</b>	Contact Phone and E-mail: <b>(307) 872-3762</b>
Exact Wording for Agenda: <b>Sweetwater County/UW FY 2017 Salary Agreement</b>	Preference of Placement on Agenda & Amount of Time Requested for Presentation: <b>5 mins - Action Item</b>
Will there be Handouts? (If yes, include with meeting request form) <b>Yes</b>	Will handouts require SIGNATURES: <b>Yes</b>
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](mailto: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.
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Authorization for County/UW Agreements  
8-2-16

Sweetwater County 4-H Extension Educator	\$	21,696.00
Sweetwater County 4-H Clerical	\$	50,797.00
Sweetwater County Horticulture	\$	16,600.00

**County/UW Salary Contribution Agreements**                    \$    89,093.00

THE BOARD OF COUNTY COMMISSIONERS  
FOR SWEETWATER COUNTY, WYOMING

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

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

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

Attest:

\_\_\_\_\_  
Randal M. Wendling, Member

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

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

Approved by Sweetwater County Attorney's office

\_\_\_\_\_  
James P. Schermetzler, Deputy County Attorney



College of Agriculture and Natural Resources  
 Sweetwater County Office  
 2500 College Drive A-700; Room 1227  
 (307) 352-6775 • fax (307) 352-6779  
 e-mail: mgiffor2@uwyo.edu

**DATE:** July 13, 2016  
**TO:** Dale Davis, Sweetwater County Clerk  
**FROM:** Marty Gifford, County Coordinator  
**SUBJECT:** FY 2017 County Contracts

Enclosed is a copy of the Salary Agreement for County/UWE personnel. Please have the contract signed by the County and returned to my office as soon as possible. Please retain a copy for your records.

The agreement for your County Contract is as follows:

Sweetwater County 4-H Extension Educator, 100% benefited. County pays 50% of salary. Extension pays the balance of salary and benefits. The County will be billed quarterly by Extension.

Employee		1st Qtr. - Due Oct. 2016	2nd Qtr. - Due Jan. 2017	3rd Qtr. - Due April 2017	4th Qtr. - Due June 2017	Yearly Total
Gifford, Marty	Salary	\$ 5,424.00	\$ 5,424.00	\$ 5,424.00	\$ 5,424.00	\$ 21,696.00
4-H Ext Educator	Fringe	N/A	N/A	N/A	N/A	\$ -
	<b>Total</b>	\$ 5,424.00	\$ 5,424.00	\$ 5,424.00	\$ 5,424.00	\$ 21,696.00

Sweetwater County 4-H Clerical. County pays 100% of total salary and benefits. The County will be billed quarterly by Extension.

Employee		1st Qtr. - Due Oct. 2016	2nd Qtr. - Due Jan. 2017	3rd Qtr. - Due April 2017	4th Qtr. - Due June 2017	Yearly Total
McGarvey, Pamela	Salary	\$ 8,439.00	\$ 8,439.00	\$ 8,439.00	\$ 8,439.00	\$ 33,756.00
4-H Clerical	Fringe	\$ 4,260.25	\$ 4,260.25	\$ 4,260.25	\$ 4,260.25	\$ 17,041.00
	<b>Total</b>	\$ 12,699.25	\$ 12,699.25	\$ 12,699.25	\$ 12,699.25	\$ 50,797.00

Sweetwater Horticulture. County pays 100% of salary and benefits. This position is currently vacant.

Employee		1st Qtr. - Due Oct. 2016	2nd Qtr. - Due Jan. 2017	3rd Qtr. - Due April 2017	4th Qtr. - Due June 2017	Yearly Total
Alvarez, Deborah	Salary	\$ 3,850.00	\$ 3,850.00	\$ 3,850.00	\$ 3,850.00	\$ 15,400.00
Horticulture	Fringe	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 1,200.00
	<b>Total</b>	\$ 4,150.00	\$ 4,150.00	\$ 4,150.00	\$ 4,150.00	\$ 16,600.00

If you have any questions please contact me.

## SALARY CONTRIBUTION AGREEMENT

This Salary Contribution Agreement ("Agreement") is made and entered into by and between the University of Wyoming ("University") and the Commissioners of Sweetwater County ("County").

WHEREAS, under the Federal Smith-Lever Act of 1914, the State Acceptance Act of 1915, and amendments thereto covering Extension programs, the County desires an additional Extension professional to assist and encourage the development of 4-H and other youth programming (position currently held by **Marty Gifford**); and

WHEREAS, the University employs such Extension professionals; and

WHEREAS, the University and the County have entered into a Memorandum of Understanding dated **July 1, 2012**.

NOW THEREFORE, the parties agree as follows:

- 1. Payment.** In return for the above services, which shall be done and directed under the supervision of the Director of the University of Wyoming Extension, the County will contribute **\$21,696.00** annually to the University of Wyoming Extension. The County agrees to make payments to the University as follows: **Four payments of \$5,424.00 due in October 2016, and January, April, and June 2017.**
- 2. Term and termination.** The term of this Agreements shall commence on July 1, 2016 and shall remain in full force and effect until June 30, 2017, unless terminated by written mutual consent of both parties. In the event this Agreement is terminated, the University will return unused funds contributed by the County.

In witness whereof, the parties to this Agreement through their duly authorized representatives have executed this Agreement on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement as set forth herein.

**Board of County Commissioners, Sweetwater County**

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director, University of Wyoming Extension

\_\_\_\_\_  
Date

\_\_\_\_\_  
Procurement Services Manager  
University of Wyoming

\_\_\_\_\_  
Date

## SALARY CONTRIBUTION AGREEMENT

This Salary Contribution Agreement ("Agreement") is made and entered into by and between the University of Wyoming ("University") and the Commissioners of Sweetwater County ("County").

WHEREAS, under the Federal Smith-Lever Act of 1914, the State Acceptance Act of 1915, and amendments thereto covering Extension programs, the County desires an additional Extension professional to assist and encourage the development of 4-H clerical support (position currently held by **Pamela McGarvey**); and

WHEREAS, the University employs such Extension professionals; and

WHEREAS, the University and the County have entered into a Memorandum of Understanding dated **July 1, 2012**.

NOW THEREFORE, the parties agree as follows:

- 1. Payment.** In return for the above services, which shall be done and directed under the supervision of the Director of the University of Wyoming Extension, the County will contribute **\$50,797.00** annually to the University of Wyoming Extension. The County agrees to make payments to the University as follows: **Four payments of \$12,699.25 due in October 2016, and January, April, and June 2017.**
- 2. Term and termination.** The term of this Agreement shall commence on July 1, 2016 and shall remain in full force and effect until June 30, 2017, unless terminated by written mutual consent of both parties. In the event this Agreement is terminated, the University will return unused funds contributed by the County.

In witness whereof, the parties to this Agreement through their duly authorized representatives have executed this Agreement on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement as set forth herein.

**Board of County Commissioners, Sweetwater County**

\_\_\_\_\_  
**Chairman**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Director, University of Wyoming Extension**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Procurement Services Manager  
University of Wyoming**

\_\_\_\_\_  
**Date**

## SALARY CONTRIBUTION AGREEMENT

This Salary Contribution Agreement ("Agreement") is made and entered into by and between the University of Wyoming ("University") and the Commissioners of Sweetwater County ("County").

WHEREAS, under the Federal Smith-Lever Act of 1914, the State Acceptance Act of 1915, and amendments thereto covering Extension programs, the County desires an additional Extension professional to assist and encourage the development of horticulture/floriculture/urban forestry/turf management programming (position currently held by Deborah Alvarez); and

WHEREAS, the University employs such Extension professionals; and

WHEREAS, the University and the County have entered into a Memorandum of Understanding dated July 1, 2012.

NOW THEREFORE, the parties agree as follows:

- 1. Payment.** In return for the above services, which shall be done and directed under the supervision of the Director of the University of Wyoming Extension, the County will contribute \$16,600.000 annually to the University of Wyoming Extension. The County agrees to make payments to the University as follows: **Four payments of \$4,150.00 due in October 2016, and January, April, and June 2017.**
- 2. Term and termination.** The term of this Agreements shall commence on July 1, 2016 and shall remain in full force and effect until June 30, 2017, unless terminated by written mutual consent of both parties. In the event this Agreement is terminated, the University will return unused funds contributed by the County.

In witness whereof, the parties to this Agreement through their duly authorized representatives have executed this Agreement on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement as set forth herein.

**Board of County Commissioners, Sweetwater County**

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director, University of Wyoming Extension

\_\_\_\_\_  
Date

\_\_\_\_\_  
Procurement Services Manager  
University of Wyoming

\_\_\_\_\_  
Date

# BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

Meeting Date Requested: <b>August 2, 2016</b>	Presenters Name: <b>Bonnie Berry</b>
Department or Organization: <b>County Clerk's office</b>	Contact Phone and E-mail: <b>(307) 872-3762</b>
Exact Wording for Agenda: <b>Human Service Contracts</b>	Preference of Placement on Agenda & Amount of Time Requested for Presentation: <b>5 mins - Action Item</b>
Will there be Handouts? (If yes, include with meeting request form) <b>Yes</b>	Will handouts require SIGNATURES: <b>Yes</b>
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](mailto:shoemakers@sweet.wy.us)
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- No handout will be received during a meeting in session.

Authorization for Human Service Contracts

8-2-16

Castle Rock Hospital District	\$ 90,000.00
Golden Hour Senior Citizen's Center	\$ 243,000.00
Young At Heart Senior Citizen's Center	\$ 279,000.00

**Human Service Contracts** \$ **612,000.00**

THE BOARD OF COUNTY COMMISSIONERS  
FOR SWEETWATER COUNTY, WYOMING

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

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

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

Attest:

\_\_\_\_\_  
Randal M. Wendling, Member

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

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

Approved by Sweetwater County Attorney's office

\_\_\_\_\_  
James P. Schermetzler, Deputy County Attorney

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

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

WITNESSETH:

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

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

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

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Term. The term of this Agreement shall be from July 1, 2016 through June 30, 2017.
2. Services. Castle Rock agrees to provide the following services to residents of Sweetwater County:
  - a. Provide ambulance service to residents of the Castle Rock Hospital District.
3. Funding. THE COUNTY has budgeted, appropriated, or otherwise made available up to a maximum amount of \$90,000.00 for Castle Rock expenses in providing the services

identified in this Agreement. THE COUNTY'S total liability shall not exceed said amount.

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

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

5. Responsibilities of Castle Rock: Castle Rock shall:

- a. Use the budgeted, allocated and appropriated funds only to provide the services specified herein.
- b. Insure that the staff hired by Castle Rock is qualified.
- c. Insure that a good and sufficient fidelity bond covers all personnel handling money.
- d. Comply with all requirements for identifying eligible recipients for receiving benefits, and render services in accordance with all established guidelines, rules or regulations, to the extent funds are made available.
- e. Insure that no person shall be discriminated against in employment, or be excluded from participation in or be denied the benefits of any activity funded in whole or in part with the funds made available under this Agreement on the grounds of race, color, national origin, age, sex, handicap or disability.
- f. Maintain detailed minutes of all Castle Rock board meetings. The minutes shall include a list of all checks issued and their correct amounts, except for checks identifying individual clients which may be consolidated so that individual clients

cannot be identified. The minutes shall be made available for public inspection during regular business hours. The minutes shall comply with all applicable laws, rules and regulations concerning confidentiality of client records. Castle Rock may use executive sessions for the discussion of personnel or client matters where permitted by applicable law.

- g. Allow THE COUNTY to examine Castle Rock's financial records at any time.
- h. Insure that a certified public accountant will conduct an annual independent financial and compliance audit and provide THE COUNTY with a copy of the audit.
- i. Comply with all federal, state and local laws, rules and regulations applicable to CASTLE ROCK with respect to the services provided pursuant to this Agreement.
- j. Provide regular reports to THE COUNTY concerning the services provided and the funds expended pursuant to this Agreement.

6. County Responsibilities: THE COUNTY shall:

- a. Consult with and advise Castle Rock as necessary with respect to the completion of Castle Rock responsibilities under this Agreement.
- b. Make regular payments to Castle Rock based on vouchers received from Castle Rock, up to the total maximum amounts allocated pursuant to this Agreement, subject to the budgeting, allocation and availability of funds and to Castle Rock's compliance with the terms and conditions of this Agreement.

7. Indemnification. Castle Rock shall indemnify and hold harmless the THE COUNTY, its officials, officers, agents and employees from and against any and all liabilities, claims and demands and causes of action of any kind or character, including death, or damages

of any nature whatsoever to any person or property, arising out of the acts or omissions of Castle Rock, its officers, agents, employees or other persons, in the performance or non-performance of this Agreement. This provision shall not be interpreted, construed or regarded either expressly or impliedly as creating a right of action for the benefit of or creating any obligation toward any third person by THE COUNTY.

8. County Immunity. THE COUNTY does not waive its sovereign immunity by entering

into this Agreement and fully retains all immunities and defenses provided by law with regard to any claim or action based on this Agreement.

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

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

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

12. General Provisions.

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

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

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

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

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

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

(1) In the case of THE COUNTY:

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

(2) In the case of CASTLE ROCK:

Castle Rock Hospital District  
1440 Uinta Dr

Green River, Wyoming 82935

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

Dated this \_\_\_\_ day of \_\_\_\_\_ 2016.

BOARD OF COUNTY COMMISSIONERS FOR  
SWEETWATER COUNTY, WYOMING

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

ATTEST:

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

Dated this 19 day of July 2016.

CASTLE ROCK HOSPITAL DISTRICT

By: [Signature]

Title: CEO

ATTEST:

[Signature]  
Title: CEO

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

THIS AGREEMENT made and entered into by and between the County of Sweetwater, Wyoming, 80 West Flaming Gorge Way, Green River, Wyoming, 82935-4250, and Golden Hour Senior Citizen's Center, 550 Uinta Drive, Green River, Wyoming 82935-5005.

WITNESSETH:

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

WHEREAS, Golden Hour Senior Citizen's Center, hereinafter "GOLDEN HOUR", is willing, able and capable of providing the services herein specified to the citizens of Sweetwater County, Wyoming; and

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

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Term. The term of this Agreement shall be from July 1, 2016 through June 30, 2017.
2. Services. GOLDEN HOUR agrees to provide the following services to residents of Sweetwater County, Wyoming:
  - a. Home delivered meals and special diets for seniors.
  - b. Adult home care and care management
  - c. Certain health objectives, re: blood pressure cuffs, pulse oximeters, etc.
  - d. Activities for seniors.
3. Funding. THE COUNTY has budgeted, appropriated, or otherwise made available up

to a maximum amount of \$243,000.00 for GOLDEN HOUR expenses in providing the services identified in this Agreement. THE COUNTY'S total liability shall not exceed said amount. The payment of all amounts hereunder is subject to final approval of the preliminarily budgeted amount, the availability of County funds and to GOLDEN HOUR'S compliance with the terms and conditions of this Agreement. In addition to the funding of \$243,000.00 the County shall convey to GOLDEN HOUR title to the 2006 Ford Crown Victoria Vin #2FAFP73V06X120984.

4. Payments. The parties hereto mutually agree that GOLDEN HOUR shall submit vouchers to THE COUNTY on or before the 25th day of each month during the contract term for review, approval and payment by THE COUNTY.
5. Responsibilities of GOLDEN HOUR: GOLDEN HOUR shall:
  - a. Use the budgeted, allocated and appropriated funds only to provide the services specified herein.
  - b. Insure that the staff hired by GOLDEN HOUR is qualified.
  - c. Insure that a good and sufficient fidelity bond covers all personnel handling money.
  - d. Comply with all requirements for identifying eligible recipients for receiving benefits, and render services in accordance with all established guidelines, rules or regulations, to the extent funds are made available.
  - e. Insure that no person shall be discriminated against in employment, or be excluded from participation in or be denied the benefits of any activity funded in whole or in part with the funds made available under this Agreement on the grounds of race, color, national origin, age, sex, handicap or disability.
  - f. Maintain detailed minutes of all GOLDEN HOUR board meetings. The

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

- g. Allow THE COUNTY to examine GOLDEN HOUR'S financial records at any time.
- h. Comply with all federal, state and local laws, rules and regulations applicable to GOLDEN HOUR with respect to the services provided pursuant to this Agreement.
- i. Provide regular reports to THE COUNTY concerning the services provided and the funds expended pursuant to this Agreement.

6. County Responsibilities: THE COUNTY shall:

- a. Consult with and advise GOLDEN HOUR as necessary with respect to the completion of GOLDEN HOUR responsibilities under this Agreement.
- b. Make regular payments to GOLDEN HOUR based on vouchers received from GOLDEN HOUR, up to the total maximum amounts allocated pursuant to this Agreement, subject to the budgeting, allocation and availability of funds and to GOLDEN HOUR'S compliance with the terms and conditions of this Agreement.

7. Indemnification. GOLDEN HOUR shall indemnify and hold harmless the THE COUNTY, its officials, officers, agents and employees from and against any and all liabilities, claims and demands and causes of action of any kind or character, including death, or damages of any nature whatsoever to any person or property, arising out of the

acts or omissions of GOLDEN HOUR, its officers, agents, employees or other persons, in the performance or non-performance of this Agreement. This provision shall not be interpreted, construed or regarded either expressly or impliedly as creating a right of action for the benefit of or creating any obligation toward any third person by THE COUNTY.

8. County Immunity. THE COUNTY does not waive its sovereign immunity by entering into this Agreement and fully retains all immunities and defenses provided by law with regard to any claim or action based on this Agreement.
9. GOLDEN HOUR Status. GOLDEN HOUR represents that it is managed by its own independent board of trustees.
10. Assignment. GOLDEN HOUR may not assign this Agreement, or its rights, duties or obligations therein, without the prior written consent of THE COUNTY, which consent will not be withheld unreasonable.
11. Termination. This Agreement may be terminated by either party, with or without cause, upon thirty (30) days written notification to the other party and subject to the settlement of all outstanding accounts within thirty (30) days of the date of termination.
12. General Provisions.
  - a. This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations. The parties acknowledge that there are no other agreements that have not been fully set forth herein.
  - b. This Agreement may be amended or modified only by the prior written consent of both parties.
  - c. If any provision or portion of this Agreement is held unconstitutional, invalid or otherwise unenforceable, THE COUNTY shall have the right at its sole option to

declare the Agreement void and enter into negotiations with GOLDEN HOUR for a new Agreement.

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

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

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

(1) In the case of THE COUNTY:

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

(2) In the case of GOLDEN HOUR:

Golden Hour Senior Citizen's Center.  
550 Uinta Drive  
Green River, Wyoming 82935-5005

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

Dated this \_\_\_\_ day of \_\_\_\_\_ 2016.

BOARD OF COUNTY COMMISSIONERS FOR  
SWEETWATER COUNTY, WYOMING

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

ATTEST:

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

Dated this \_\_\_\_ day of \_\_\_\_\_ 2016.

GOLDEN HOUR  
SENIOR CITIZEN'S CENTER.

By: Bill Thompson

Title: Chairman

ATTEST:

Sheela M. Schermetzler  
Title: Executive Director

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

THIS AGREEMENT made and entered into by and between the County of Sweetwater, Wyoming, 80 West Flaming Gorge Way, Green River, Wyoming, 82935-4250, and Young and Heart Senior Citizen's Center, 2400 Reagan Avenue, Rock Springs, Wyoming 82901-5369.

WITNESSETH:

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

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

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

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Term. The term of this Agreement shall be from July 1, 2016 through June 30, 2017, and may, if not supplanted by a new Agreement, or terminated pursuant to the terms hereof, continue on a month-to-month basis for not more than three months thereafter.
2. Services. YOUNG AT HEART agrees to provide the following services to residents of Sweetwater County, Wyoming:
  - a. Home delivered meals and special diets for seniors.
  - b. Adult home care and care management

- c. Certain health objectives, re: blood pressure cuffs, pulse oximeters, etc.
  - d. Activities for seniors.
3. Funding. THE COUNTY has budgeted, appropriated, or otherwise made available up to a maximum amount of \$279,000.00 for YOUNG AT HEART expenses in providing the services identified in this Agreement. THE COUNTY'S total liability shall not exceed said amount. The payment of all amounts hereunder is subject to final approval of the preliminarily budgeted amount, the availability of County funds and to YOUNG AT HEART'S compliance with the terms and conditions of this Agreement.
4. Furniture and Equipment. The parties mutually understand and agree that it may be necessary at times for YOUNG AT HEART to use allocated funds for the purchase of furniture and equipment to facilitate the provision of services hereunder. YOUNG AT HEART agrees that any furniture or equipment with a purchase price of Four Hundred Dollars (\$400.00) or more shall become the property of and be turned over to THE COUNTY in the event YOUNG AT HEART ceases to provide the services specified herein to residents of Sweetwater County or THE COUNTY ceases to provide funding to YOUNG AT HEART for said services. YOUNG AT HEART shall maintain said property in good condition and maintain sufficient property and casualty insurance on said property. The parties mutually agree that this provision shall survive the expiration of the term of this Agreement.
5. Payments. The parties hereto mutually agree that YOUNG AT HEART shall submit vouchers to THE COUNTY on or before the 25th day of each month during the contract term for review, approval and payment by THE COUNTY.
6. Responsibilities of YOUNG AT HEART: YOUNG AT HEART shall:
- a. Use the budgeted, allocated and appropriated funds only to provide the services specified herein.

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

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

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

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

13. General Provisions.

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

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

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

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

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

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

(1) In the case of THE COUNTY:

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

(2) In the case of YOUNG AT HEART:

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

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

Dated this \_\_\_\_ day of \_\_\_\_\_ 2016.

BOARD OF COUNTY COMMISSIONERS FOR  
SWEETWATER COUNTY, WYOMING

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

ATTEST:

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

Dated this 25 day of July 2016.

YOUNG AT HEART  
SENIOR CITIZEN'S CENTER.

By: Gary Leslie  
Title: Board Chairman

ATTEST:

Ryan Rust  
Title: Executive Director

# BOARD OF COUNTY COMMISSIONERS

## MEETING REQUEST FORM

Meeting Date Requested: <i>August 2, 2016</i>	Presenters Name: <i>Pat Drinkle Co Assessor</i>
Department or Organization: <i>Co Assessor</i>	Contact Phone and E-mail: <i>872-3700</i>
Exact Wording for Agenda: <i>MILL LEVY APPROVAL</i>	Preference of Placement on Agenda & Amount of Time Requested for Presentation: <i>No preference / 5 minutes</i>
Will there be Handouts? (If yes, include with meeting request form) <i>YES</i>	Will handouts require SIGNATURES: <i>YES</i>
Additional Information:	
<i>Budgets from special districts are still coming in, as soon as complete will give to Sally.</i>	

### 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](mailto: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](http://www.sweet.wy.us/commissioner)) on Thursday afternoon.
- If a request to be placed on an agenda is received **AFTER** the deadline, you will be considered for the next meeting date.
- No handout will be received during a meeting in session.

# BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

Meeting Date Requested: <b>August 2, 2016</b>	Presenters Name: <b>Robert Perry</b>
Department or Organization: <b>Sweetwater Events Complex</b>	Contact Phone and E-mail: 352-6789, ext <sup>106</sup> <del>407</del> rperry@sweetwaterevents.com
Exact Wording for Agenda: Approval of Warrant Agreement with RSNB Bank	Preference of Placement on Agenda & Amount of Time Requested for Presentation: <b>As early as possible; 10 minutes</b>
Will there be Handouts? (If yes, include with meeting request form) <b>Yes</b>	Will handouts require SIGNATURES: <b>Yes</b>
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](mailto: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](http://www.sweet.wy.us/commissioner)) on Thursday afternoon.
- If a request to be placed on an agenda is received **AFTER** the deadline, you will be considered for the next meeting date.
- No handout will be received during a meeting in session.

WARRANT AGREEMENT

THIS AGREEMENT is entered into this 14<sup>TH</sup> day of July, 2016, by and between the Sweetwater County Fair Board, hereinafter "Board," of Sweetwater County, Wyoming, and the RSNB Bank of Rock Springs, Sweetwater County, Wyoming, hereinafter "Bank."

WITNESSETH:

WHEREAS, the Board uses and desires to continue to use Bank as a Depository for Board funds; and

WHEREAS, the Board derives its funding, in part, through a property tax levy; and

WHEREAS, it is contemplated that at various times during the remainder of the Board's current fiscal year, the Board will be required to borrow funds to meet operation expenses; and

WHEREAS, Bank is willing to loan Board funds as needed up to a maximum limit at any given time of seventy-five per cent (75%) of the anticipated 2016-2017 fiscal year property tax revenues of the Board remaining uncollected, provided, however, pursuant to W.S. Statutes 18-4-103, such warrants shall not exceed, in any event, the current obligations for the necessary expenses for continuing the services and functions for which the Fair Board is responsible, and the expenses of the Fair Board, for the period July 1, 2016 through November 30, 2016:

NOW THEREFORE, IN CONSIDERATION OF THE PROMISES AND MUTUAL COVENANTS, PROMISES AND AGREEMENTS HEREIN CONTAINED, THE PARTIES STIPULATE, AGREE AND ACKNOWLEDGE AS FOLLOWS:

1. BANK AS DEPOSITORY OF BOARD FUNDS: The Board agrees to use Bank as a depository of its funds. Said funds held on deposit at Bank shall be withdrawn on the orders or warrants of the Board.
2. PERSONS AUTHORIZED TO SIGN ORDER OR WARRANTS: The following persons have the authority to sign Board orders or warrants, namely:

Larry Lloyd	Title: Executive Director
Kent McCann	Title: Chair
Faith Harris	Title: Vice-Chair
Jodee Burnett	Title: Secretary
Charles Barnum	Title: Treasurer
Roger Torgersen	Title: Trustee
Janet Hartford	Title: Trustee
Robert Zotti	Title: Trustee

All orders or warrants must contain at least two (2) authorized signatures, subject to the following limitations: NONE

Attached hereto are true copies of signature cards that contain the signatures of the persons authorized to sign Board orders or warrants, to be drawn upon the warrant account to be established pursuant to this agreement, which signature cards are incorporated herein by this reference.

The person or persons authorized to sign Board orders or warrants may be changed by the Board from time to time by notifying the Bank in writing of such change and supplying Bank with a properly executed signature card for each person added as an authorized signature.

The Bank shall honor all orders or warrants that contain on their face the signature of those persons authorized to sign Board orders or warrants not to exceed at any given time an aggregate amount equal to \$1,603,155 or seventy five percent (75%) of the anticipated revenues from the 2016-2017 property tax levy for the benefit of the Board remaining uncollected, whichever shall be less, in overdrafts on the Board's account at Bank during the term of this agreement.

3. LIABILITY OF BANK: Bank shall honor all of the Board's orders and warrants covered by the provisions of this agreement without regard to the payee named herein, and without regard to the purpose for which the funds may be used. Bank shall not be liable for any loss or any injury to the Bank with respect to Bank's duty to honor the Board's orders or warrants pursuant to the provisions of this agreement.

4. DEPOSITS TO THE BOARD'S ACCOUNT: Checks, orders and warrants naming the Board as payee may be deposited to the Board's checking account upon any Board endorsement. Checks, orders, and warrants naming the Board as payee may be cashed or credited to another account upon the endorsement of the persons named herein above in Paragraph 2.

5. WARRANTS AS EVIDENCE OF DEBT: Every warrant of the Board redeemed by the Bank shall become a loan to the Board by the Bank. Each person who is authorized to sign such warrants shall, as an agent of the Board, be authorized to borrow money pursuant to this agreement from the Bank on behalf of and in the name of the Board, and to deliver said warrants or other obligations to the Board.

6. RATE OF INTEREST ON WARRANTS: The rate of interest charged against all the Board's warrants redeemed by the Bank shall be the three (3) month U.S. treasury bill rate in effect upon date of payment of such warrant, plus two percent (2%). It is agreed that the overall rate of return shall not be less than three and three quarter's percent (3.75%).

Interest charged on each warrant redeemed by Bank shall accrue daily on such warrant from the date such warrant is posted to the warrant account established in accordance with Paragraph 8 herein, until the date such warrant is paid in full by the Board.

The form of warrant to be utilized by the Board for its purposes under the terms of this agreement is attached hereto and by this reference made a part hereof.

7. FINANCIAL REPORTING OF BOARD: Until all warrants issued by the Board hereunder shall have been paid in full, the Board shall provide Bank with internally generated financial statements including profit and loss information on all Board operations, within fifteen (15) days following each calendar quarter-end beginning with quarter ended September 30, 2016. The Board will also provide to Bank a certified copy of the County Assessor's final valuation of the property within the Board for fiscal year 2016-2017.

8. WARRANT ACCOUNT: Board will establish a warrant account with Bank for the purpose of negotiating its warrants. Each warrant shall be drawn payable to the Sweetwater County Fair Board, and will be deposited in the general operating account of the Board maintained in the Bank, for the purpose of providing for the day-to-day cash flow needs of the Board. The rate of interest to be paid upon each warrant shall be stated within the warrant.

9. TAX LEVY OF BOARD: The accrued interest and principal of all outstanding Board warrants shall be secured by the property tax received by the Board from the office of the Treasurer of Sweetwater County, Wyoming, hereinafter "Treasurer," which tax revenues are hereby assigned by the Board and by the Board of County Commissioners of Sweetwater County, Wyoming to the Bank for such purpose. Bank has the right to notify the Treasurer in writing of the principal and interest due and owing to the Bank by the Board on all outstanding warrants.

10. TERMINATION: This agreement shall terminate on June 30, 2017, the last day of the current fiscal year of the Board. Upon termination of this agreement, all amounts due and owing to Bank by the Board pursuant to the provisions of this agreement shall become immediately due and payable. All amounts due and payable to the Bank by the Board upon the termination of this agreement shall be secured by the property tax revenues due to the Board from the Treasurer, and Bank may make demand upon such tax revenues as provided for in Paragraph 9 herein.

11. DEFAULT: The Board further agrees that the Board shall be in default and will have breached this agreement should the Board fail to comply with all the terms and conditions herein.

The Bank's remedies upon a default to the Board shall be cumulative and are as follows:

- a. The Bank shall be able to dishonor all warrants after the date of default and without notice of default to the Board.
- b. The Bank shall be able to call immediately due and payable all amounts due and owing to the Bank.
- c. The Bank shall be able to notify the Treasurer to pay over to Bank all monies Treasurer holds for the Board or shall receive for the Board up to the amount due and owing to the Bank from the Board pursuant to the terms of this agreement.
- d. Any other remedies available at law or in equity to the Bank.

12. ATTORNEY'S FEES: In the event it becomes necessary to enforce any of the terms of this agreement, either with or without suit, the losing party agrees to pay the prevailing party all reasonable costs and expenses, including a reasonable attorney's fee that may be made and incurred.

13. ENTIRE AGREEMENT: This instrument contains the entire agreement between the parties, and shall not be modified, changed or discharged in any manner except by an instrument in writing, executed by the parties. If any terms or provision of this agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this agreement shall be valid and enforced to the fullest extent permitted by law.

14. WAIVER OF BREACH: The waiver of either party hereto of any breach or any condition or provision of this agreement by the other party shall be limited to the particular instance, and shall not operate or be deemed to waive any future breach or breaches of said condition or provision. This failure of either party to insist in any one instance or more upon the performance or any of the condition or provisions of this agreement, or to excise any right or privilege herein conferred, shall not be construed as waiving any such condition, provision, right or privilege, but the same shall continue and remain in full force and effect.

15. NOTICES: All notices, demands, request and other required or permitted to be given hereunder shall be deemed duly given if delivered, or if mailed by registered or certified mail, postage prepaid, if addressed to the following:

Board: Larry Lloyd, Executive Director  
Sweetwater County Fair Board  
3320 Yellowstone Road  
Rock Springs, Wyoming 82901

Bank: Keith N. Hay, Vice President  
Rock Springs National Bank  
200 Second Street  
Rock Springs, Wyoming 82901

Either party shall have the right to specify in writing, in the manner above-provided, another address to which subsequent notices or writings to such party shall be given.

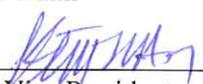
Any notices given hereunder shall be deemed to have been given as of the date delivered or mailed. Personal delivery of such written notice shall have the same effect as notice given by mail.

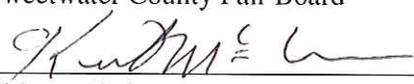
16. BINDING: The terms, covenants and agreements of this agreement shall apply to, bind and insure to the benefit of the parties hereto, and their successors and assigns.

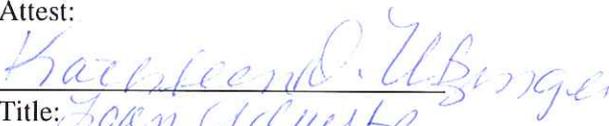
17. APPLICABLE LAW: The agreement shall be construed by the laws of the State of Wyoming.

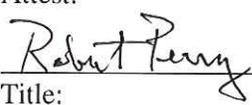
18. COUNTY APPROVAL: The Board of County Commissioners of Sweetwater County, Wyoming, hereinafter "Commissioners", by its execution of this Warrant Agreement as reflected hereinafter, hereby consents to the within transaction by the Sweetwater County Fair Board (to the extent such consent is required by law) and joins in the pledge and assignment of the 2016-2017 fiscal year tax revenues levied by the Commissioners on behalf of the Sweetwater County Fair Board as provided in Paragraph 9 of this Warrant Agreement.

IN WITNESS WHEREOF the parties have set their hands the date first written herein above.

RSNB Bank  
  
Title: Vice President

Sweetwater County Fair Board  
  
Title: Chairman

Attest:  
  
Title: Joan Alder

Attest:  
  
Title: ACCOUNTANT



State of Wyoming )  
 : ss.  
County of Sweetwater )

The above and foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_, the \_\_\_\_\_ of the Board of County Commissioners of Sweetwater County, Wyoming.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

ACCEPTANCE OF ASSIGNMENT OF  
BOARD FUNDS

I, \_\_\_\_\_, the duly elected Treasurer of Sweetwater County, Wyoming, hereby accept the assignment of SWEETWATER COUNTY FAIR BOARD FUNDS to the RSNB Bank according to the terms and conditions of the foregoing Warrant Agreement entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2016, between the RSNB Bank and \_\_\_\_\_ the \_\_\_\_\_ Board.

DATED the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Title

# BOARD OF COUNTY COMMISSIONERS

## MEETING REQUEST FORM

Meeting Date Requested: <b>August 2nd</b>	Presenters Name: <b>Mary Thoman/Tom Burris</b>
Department or Organization: <b>SWCCD</b>	Contact Phone and E-mail: <b>362-5257 - admin@swccd.us</b>
Exact Wording for Agenda: <b>Drop Structure Update</b>	Preference of Placement on Agenda & Amount of Time Requested for Presentation: <b>Earlier if possible</b>
Will there be Handouts? (If yes, include with meeting request form) <b>no</b>	Will handouts require SIGNATURES: <b>no</b>
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](mailto: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](http://www.sweet.wy.us/commissioner)) on Thursday afternoon.
- If a request to be placed on an agenda is received **AFTER** the deadline, you will be considered for the next meeting date.
- No handout will be received during a meeting in session.

# BOARD OF COUNTY COMMISSIONERS

## MEETING REQUEST FORM

Meeting Date Requested: <b>08-02-16</b>	Presenters Name: <b>Commissioners</b>
Department or Organization:	Contact Phone and E-mail: <b>307-872-3897</b>
Exact Wording for Agenda: MOU between the State of Wyoming, Wyoming Guardian Ad Litem Program, a Division of the office of the State Public Defender and Sweetwater County, Wyoming	Preference of Placement on Agenda & Amount of Time Requested for Presentation: <b>10 min</b>
Will there be Handouts? (If yes, include with meeting request form) <b>Yes</b>	Will handouts require SIGNATURES: <b>Yes</b>
Additional Information:	

### 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](mailto: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](http://www.sweet.wy.us/commissioner)) on Thursday afternoon.
- If a request to be placed on an agenda is received **AFTER** the deadline, you will be considered for the next meeting date.
- No handout will be received during a meeting in session.

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE STATE OF WYOMING, WYOMING GUARDIAN *AD LITEM* PROGRAM,  
A DIVISION OF THE OFFICE OF THE STATE PUBLIC DEFENDER  
AND SWEETWATER COUNTY, WYOMING**

1. **Parties.** This Memorandum of Understanding (MOU) is made and entered into by and between the State of Wyoming, Wyoming Guardian *ad Litem* Program, a Division of the Office of the State Public Defender (Agency), Rogers Building, 316 West 22nd Street, Cheyenne, WY 82002, and Sweetwater County, Wyoming, Wally J. Johnson, Chair, Sweetwater County Commissioners, (County) 80 West Flaming Gorge Way Ste. 109, Green River, WY 82935.
2. **Purpose.** The purpose of this MOU is to establish an understanding between the Agency and the County with respect to the Guardian *ad Litem* Program (GAL Program). In accordance with GAL Program Rules, this MOU is solely intended to provide for legal representation in the following cases: child protection cases under W.S. §§ 14-3-101 through 14-3-440, children in need of supervision cases under W.S. §§14-6-401 through W.S. 14-6-440, delinquency actions under W.S. §14-6-201 through W.S. §§ 14-6-252, interstate compact on juveniles (ICJ) cases under W.S. §14-12-101(a)(v), termination of parental rights cases under W.S. §§ 14-2-308 through 14-2-319, and appeals arising out of these cases.
3. **Terms of MOU.** This MOU shall commence upon execution or July 1, 2016, whichever is later, and shall remain in full force and effect until June 30, 2018, or until terminated by either party to this MOU. Each party agrees and acknowledges that participation in this program is contingent on budget authority and the availability of funding. Either party may terminate this MOU with thirty (30) days notice. The Agency may also terminate the MOU immediately for cause. Cause may include but is not limited to: county officials, guardian *ad litem* (GALs) or district judges not adhering to GAL Program procedures, rules and regulations; or district court judges appointing GALs not on the GAL Panel.
4. **Responsibilities of the County.** The County shall adhere to all GAL Program Rules and Policies and all applicable Wyoming statutes.
  - A. **County Match for Services.** Pursuant to W.S. § 14-12-103(b), the County shall reimburse the Agency an amount equal to not less than twenty-five percent (25%) of the fees paid to GALs in Sweetwater County and an amount equal to not less than twenty-five percent (25%) of the Agency's administrative cost prorated by Program funds expended in each county as set forth by Section 5 A. This match shall be paid by the County to the Agency upon receipt of a quarterly invoice. Invoices are to be paid by the County within ninety (90) days of receiving the invoice. Failure to pay an invoice will result in the State Treasurer's Office deducting the amount due to the Agency from the sales tax revenues due to the County from the State and crediting the amount to the GAL Program's account.

- B. **Excess Compensation of GALs.** The County may pay a rate in excess of the rate set for payment by the GAL Program to a GAL Program GAL in accordance with W.S. §14-2-103(a).
- C. **Appointment of GALs.** The Court shall appoint the GAL Program, not a specific attorney, in accordance with state statute and Program rules and policies to provide services when appointing a GAL in cases where the Program provides services. The County shall use GAL Program approved templates for pleadings appointing a GAL Program attorney, or its designee. The County shall notify the Agency, or its designee, for applicable cases requiring the appointment of a GAL. The Agency, or its designee, retains the right to select an appropriate GAL or substitute an appropriate GAL for specific assignment to GAL Program cases in accordance with Program Rules and Policies. The County understands and agrees that the Agency will not provide compensation to a GAL who has not entered into a negotiated contract or employment with the Agency or that has been assigned a case where the GAL Program was not appointed.
- D. **Suitable Office Space.** Pursuant to W.S. § 14-12-103(d), the County shall provide adequate office space and utility services for all employed and contracted GALs, separate from any public defender field office. If suitable office space for all GALs cannot be provided, the County shall provide, based upon a proportional share, a monthly stipend determined by the Agency to all Program GALs housed in private facilities. The stipend shall be paid directly by the County to the Agency monthly and separate from any quarterly match payment. The County shall be responsible for notifying the Agency in writing on or before June 30th of each year of the availability of adequate office space within the County. Adequate office space will include one safe, accessible, private and secure office for each contracted and employed GAL, reception area, conference or meeting area, suitable storage room for supplies and files, access to parking, access to restroom facilities, and all required utility services other than telephone and internet service. The County shall provide general cleaning services, trash removal, toilet paper, paper towels and hand soap should the office come with a private restroom facility. The county shall allow the Agency access to this office space at least sixty (60) days prior to the commencement of this MOU so that the Agency can order sufficient furniture and equipment, install internet and telephone services, and complete set up of the office prior to the start date of employed or contracted GALs.
5. **Responsibilities of the Agency.** The Agency shall provide GAL services to Program cases in Sweetwater County, Wyoming as set out in the GAL Program Rules and Policies and in accordance with state statute.
- A. **Invoice for Services.** Pursuant to W.S. § 14-12-103(b), the Agency shall invoice the County for an amount equal to not less than twenty-five percent (25%) of the

fees paid to GALs in Sweetwater County, Wyoming and an amount equal to not less than twenty-five percent (25%) of the Agency's administrative cost prorated by GAL Program funds expended in each county upon completion of each of the eight (8) quarters of a biennium. Invoices shall be sent within thirty (30) days after reconciling each quarter's cost of services. Each quarter will consist of three (3) consecutive months, beginning with July as the first month of the first quarter.

- B. **Office Space Set Up.** The Agency shall provide telephone and internet services, furniture, equipment, office supplies and décor for the space and the cost of keys, door signs and/or other miscellaneous expenses for obtaining and installing all furniture, equipment, internet, and telephone utilities.
- C. **Compensation of GALs.** In accordance with GAL Program Rules and Policy, the Agency shall provide compensation and reimbursement and either employ or contract privately and separately with qualified GALs for Program cases.
- D. **Assignment of GALs.** The Agency, or its designee, upon notice from the County shall assign a GAL from the GAL Program Panel for all GAL Program cases in accordance with GAL Program Rules and Policies upon notice of a new GAL Program Case. The Agency will not pay for GALs not contracted or employed by the Wyoming GAL Program, or cases in which the GAL Program has not been appointed.
- E. **Supervision and Certification of GALs.** The Agency shall administer a GAL Program Panel and shall supervise and certify GALs in Sweetwater County, Wyoming, in accordance with the GAL Program Rules and Policies.

## 6. **General Provisions.**

- A. **Applicable Law.** The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.
- B. **Entirety of the MOU.** This MOU, consisting of five (5) pages, represents the entire and integrated MOU between the parties and supersedes all prior negotiations, representations and MOUs, whether written or oral.
- C. **Prior Approval.** This MOU shall not be binding upon either party unless this MOU has been reduced to writing before performance begins as described under the terms of this MOU, and unless this MOU is approved as to form by the Attorney General or his representative.
- D. **Severability.** Should any portion of this MOU be judicially determined to be

illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

- E. Sovereign Immunity.** The State of Wyoming, Office of the State Public Defender, Wyoming Guardian *ad Litem* Program, and Sweetwater County, Wyoming do not waive their sovereign or other governmental immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.
  
- F. 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 MOU shall not be construed so as to create such status. The rights, duties, and obligations contained in this MOU shall operate only between the parties to this MOU and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU.

**THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK**

7. **Signatures.** The parties to this MOU through their duly authorized representatives have executed this 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 signature last affixed to this page.

**OFFICE OF THE PUBLIC DEFENDER**

\_\_\_\_\_  
Dan Wilde, Deputy Director, Office of the State Public Defender  
Administrator of the GAL Program  
Date

**SWEETWATER COUNTY, WYOMING**

\_\_\_\_\_  
Wally J. Johnson, Chair, Sweetwater County Commissioners  
Date

**ATTEST**

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

**APPROVAL AS TO FORM**

\_\_\_\_\_  
Daniel Erramouspe, Sweetwater County Attorney  
Date

**ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM**

  
\_\_\_\_\_  
Kristin M. Nuss, Senior Assistant Attorney General  
Date 06-20-16

## BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

<p>Date Requested:</p> <p>August 2, 2016</p>	<p>Name &amp; Title of Presenter:</p> <p>Krisena Marchal, County Grants Manager Gene Legerski, County Engineer Kyle Howe, Assistant County Engineer</p>
<p>Department or Organization:</p> <p>Grants Administration Engineering/Public Works</p>	<p>Contact Phone &amp; E-mail:</p> <p>marchalk@sweet.wy.us legerskig@sweet.wy.us howek@sweet.wy.us</p>
<p>Exact Wording for Agenda:</p> <p>Approval of Resolution 16-08-GR-01 for Submission of a FY 2017 Congestion Mitigation/Air Quality (CMAQ) Grant Application</p>	<p>Preference of Placement on Agenda &amp; Amount of Time Requested for Presentation:</p> <p>5 minutes</p>
<p>Will there be Handouts? (If yes, include with meeting request form)</p> <p>Yes</p>	<p>Will handouts require SIGNATURES:</p> <p>Yes - by the Chairman</p>
<p>Additional Information:</p> <p>Requested Action:</p> <p>Motion to approve, and authorize the Chairman to sign Resolution 16-08-GR-01 for submission of a Fiscal Year 2017 CMAQ grant application and any related grant documents.</p>	

**To:** Sweetwater County Commissioners  
**From:** Krisena Marchal  
**Subject:** BOCC Meeting 8/2/16

**Approval of Resolution 16-08-GR-01 for Submission of a  
 FY 2017 Congestion Mitigation/Air Quality (CMAQ) Grant Application**

**Executive Summary:**

The Sweetwater County Engineering Department is preparing and requesting permission to submit a FY 2017 Congestion Mitigation/Air Quality (CMAQ) grant application to the Wyoming Department of Transportation.

The purpose of the federal grant is to fund transportation projects that contribute to the attainment or maintenance of national ambient air quality standards for ozone, carbon monoxide and particulate matter. Projects require a 20 percent cash match and must be completed by December 31, 2018.

FY 2017 CONGESTION MITIGATION/AIR QUALITY (CMAQ) PROGRAM GRANT APPLICATION BUDGET/REQUEST			
Project Descriptions and Road Numbers	Grant Request	County Cash Match	Estimated Project Budget
A. Crushed Base, Reclamation & Mag Chloride (~1.5 miles) #24 Patrick Draw Road	168,000	42,000	210,000
B. Mag Chloride (~100 miles combined) #2 Little America Rd #52 County Line Rd #5 Blue Rim Rd #58 Yellowstone Rd #8 Lower Farson Cutoff Rd #68 Stauffer Picnic Grounds Rd #17 Chilton Rd #95 Harborlite Entrance Rd #23 Wamsutter Crooks Gap Rd #106 Farson 2 <sup>nd</sup> East Rd #25 Hiawatha Rd #108 Farson Little Sandy Rd #37 Peru Cutoff Rd #126 Eden Ryepatch Rd #41 Bryan Rd #1236 Frontage Rd #49 18 Mile Rd	232,000	58,000	290,000
<b>TOTAL</b>	<b>\$400,000 (80%)</b>	<b>\$100,000 (20%)</b>	<b>\$500,000 (100%)</b>

**Staff Comments:**

Staff notes that the required cash match was included in the County's FY 2017 Grant Projects Budget.

Besides the Resolution, the grant application also requires signed assurances related to Civil Rights and Non-Discrimination.

**ACTION REQUESTED:**

Motion to approve, and authorize the Chairman to sign Resolution 16-08-GR-01 for submission of a Fiscal Year 2017 CMAQ grant application and any related grant documents.

RESOLUTION NO. 16-08-GR-01

A RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR FEDERAL FUNDING THROUGH THE Congestion Mitigation Air Quality (CMAQ) ADMINISTERED BY THE WYOMING DEPARTMENT OF TRANSPORTATION FOR Sweetwater County FOR THE PURPOSES OF THE FY17 CMAQ County Road Dust Suppression PROJECT.

**WITNESSETH**

**WHEREAS**, the governing body for Sweetwater County desires to participate in the Congestion Mitigation Air Quality (CMAQ) to assist in funding this project;

**WHEREAS**, the governing body for Sweetwater County recognizes the need for the project;

**WHEREAS**, Congestion Mitigation Air Quality (CMAQ) requires that federal funding criteria be met, and Sweetwater County agrees to ensure satisfaction of all requirements;

**WHEREAS**, Sweetwater County acknowledges that if funded, the Congestion Mitigation Air Quality (CMAQ) project shall be completed prior to December 31, 2018;

**WHEREAS**, the governing body for Sweetwater County agrees to set aside a minimum of \$100,000.00 as a line item in its budget for the required twenty percent (20%) local match on the project;

**WHEREAS**, the governing body for Sweetwater County acknowledges Congestion Mitigation Air Quality (CMAQ) is funded on a reimbursement basis and all invoices must be 100% paid by Sweetwater County prior to reimbursement through Congestion Mitigation Air Quality (CMAQ) (80% Federal Reimbursement). Sweetwater County acknowledges that failure to comply with this requirement may result in cancellation of the award and repayment by Sweetwater County of all funds reimbursed.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY** for Sweetwater County that a funding application requesting \$400,000.00 in federal Congestion Mitigation Air Quality (CMAQ) funding be submitted to the Wyoming Department of Transportation – Congestion Mitigation Air Quality (CMAQ) for consideration to assist in funding for the FY17 CMAQ County Road Dust Suppression project.

**BE IT FURTHER RESOLVED, THAT** Kyle Howe is hereby designated as the Project Administrator, of Sweetwater County to act on behalf of the governing body on all matters relating to this funding application.

**PASSED, APPROVED AND ADOPTED THIS** 2nd **DAY OF** August, 2016.

\_\_\_\_\_  
Signature  
Wally J. Johnson, Chairman  
Authorized Official, Title

**ATTEST:**

\_\_\_\_\_  
Signature  
Steven Dale Davis, County Clerk  
Attest, Title

## IDENTIFICATION OF TITLE VI / EEO COORDINATOR

<b>Funding Recipient/Contractor Name:</b>	Sweetwater County <span style="float: right;">[H]</span>
<b>WYDOT Project #:</b>	
<b>Project Location:</b>	Sweetwater County
<b>Phone #:</b>	(307) 872-3925

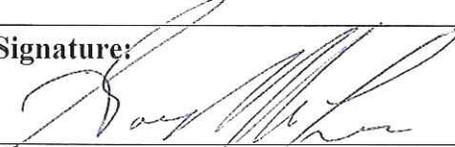
### TITLE VI/EEO IDENTIFICATION REQUIREMENTS

Has the Title VI/EEO Coordinator attended the Local Public Agency training from the Wyoming Department of Transportation? <i>(Project Sponsor Only – Contractors need not respond)</i>	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
Has the Coordinator changed since the last submitted Identification form?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
Is the Coordinator clearly identified within the organization as the individual who will process and/or notify required staff of Title VI/EEO identified issues?	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>

### TITLE VI/EEO COORDINATOR IDENTIFICATION

As required in the Equal Employment Opportunity Special Provisions included in federally funded highway construction contracts/agreements, this form acts as official identification of the Title VI/EEO Coordinator (and/or update) to the Wyoming Department of Transportation and the U.S. Federal Highway Administration (FHWA).

The aforementioned Funding Recipient/Contractor understands that additional information regarding the Coordinator, the Title VI/EEO policy and other aspects of the construction contract compliance program may be requested and/or reviewed at the request of the funding agency.

<b>Title VI/EEO Coordinator:</b> Garry McLean	<b>Signature:</b> 	<b>Date:</b> 7-27-14
<b>Title VI/EEO Coordinator Work Title:</b> Human Resources Director	<b>Email Address:</b> mcleang@sweet.wy.us	<b>Phone #:</b> (307 ) 872-3913

### APPOINTING OFFICIAL'S ACKNOWLEDGEMENT

<b>Appointing Official's Name:</b> Wally J. Johnson	<b>Signature:</b>
<b>Appointing Official's Work Title:</b> Chairman	<b>Date:</b>

For questions regarding this form, contact WYDOT's Office of Civil Rights Program Manager, Lisa Fresquez at 307.777.4457 or [lisa.fresquez@wyo.gov](mailto:lisa.fresquez@wyo.gov).

# The United States Department of Transportation

## Standard Title VI Assurances/Non-Discrimination Provisions

### DOT Order No. 1050.2A

Sweetwater County

\_\_\_\_\_ (herein referred to as the "Recipient"), HEREBY AGREES THAT, as a condition to receiving any Federal financial assistance from the United States Department of Transportation (DOT), through the Federal Highway Administration (FHWA), is subject to and will comply with the following:

#### Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled *Nondiscrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

*Modal Operating Administration may include additional Statutory/Regulatory Authorities here.*

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

#### General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

*"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from DOT, including the FHWA."*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973) by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally-assisted.

*Modal Operating Administration may include additional General Assurances in this section, or reference an addendum here.*

#### Specific Assurances

More specifically, and without limiting the above general Assurances, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted FHWA Program:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations;
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Federal Highway Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

Sweetwater County

*" \_\_\_\_\_, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."*

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations;
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient;
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith;
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property;
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
  - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
  - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
  - b. the period during which the Recipient retains ownership or possession of the property.

9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
  
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

*Modal Operating Administration may include additional Specific Assurances in this section.*

By signing this ASSURANCE, Sweetwater County also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the FHWA access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the FHWA. You must keep records, reports, and submit the material for review upon request to FHWA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

Sweetwater County gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the Department of Transportation under the FHWA Program. This ASSURANCE is binding on [insert State], other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the FHWA Program. The person (s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

Sweetwater County

By: \_\_\_\_\_  
*(Signature of Authorized Official)*

DATE: \_\_\_\_\_

## APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, **Federal Highway Administration (FHWA)**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the **FHWA** to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the **FHWA**, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the **FHWA** may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the **FHWA** may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

## CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

### APPENDIX B

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

**NOW, THEREFORE**, the Department of Transportation as authorized by law and upon the condition that Sweetwater County will accept title to the lands and maintain the project constructed thereon in accordance with Moving Ahead for Progress in the 21<sup>st</sup> Century (MAP-21), the Regulations for the Administration of Federal Highway Administration (FHWA) Program, and the policies and procedures prescribed by the FHWA of the Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto Sweetwater County all the right, title and interest of the Department of Transportation in and to said lands described in Exhibit "A" (if applicable) attached hereto and made a part hereof.

### (HABENDUM CLAUSE)

**TO HAVE AND TO HOLD** said lands and interests therein unto Sweetwater County and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on Sweetwater County, its successors and assigns.

Sweetwater County, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]\* (2) that Sweetwater County will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will there on revert to and vest in

and become the absolute property of the Department of Transportation and its assigns as such interest existed prior to this instruction.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI.)

**CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY OR PROGRAM**

**APPENDIX C**

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by \_\_\_\_\_ Sweetwater County \_\_\_\_\_ pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
  - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, \_\_\_\_\_ Sweetwater County \_\_\_\_\_ will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.\*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the \_\_\_\_\_ Sweetwater County \_\_\_\_\_ will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the \_\_\_\_\_ Sweetwater County \_\_\_\_\_ and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to effectuate the purpose of Title VI.)



**CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED  
UNDER THE ACTIVITY, FACILITY OR PROGRAM**

**APPENDIX D**

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by Sweetwater County pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, the Sweetwater County will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.\*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the Sweetwater County will there upon revert to and vest in and become the absolute property of Sweetwater County and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to effectuate the purpose of Title VI.)



## APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

# BOARD OF COUNTY COMMISSIONERS

## MEETING REQUEST FORM

Meeting Date Requested: August 2, 2016	Presenters Name: Gene Legerski
Department or Organization: Engineering	Contact Phone and E-mail:
Exact Wording for Agenda:  BLM ROW Application for a portion of Hillcrest Lane (CR 4-1111)	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:

- All requests to be added to the agenda will need to be submitted in writing on the “Meeting Request Form” by Wednesday at 12:00 p.m. prior to the scheduled meeting and returned in person or electronically to Clerk Sally Shoemaker at: [shoemakers@sweet.wy.us](mailto:shoemakers@sweet.wy.us)
- All handouts 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](http://www.sweet.wy.us/commissioner)) on Thursday afternoon.

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

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

**FOR AGENCY USE ONLY**

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

Application Number

Date filed

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

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

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

Sweetwater Board of County Commissioners

3. TELEPHONE *(area code)*

Applicant 307-872-3890

Authorized Agent

4. As applicant are you? *(check one)*

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

\* If checked, complete supplemental page

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

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

\* If checked provide details under Item 7

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

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

Need a BLM right-of-way grant for a portion of existing county road, Hillcrest Lane(CR 4-1111), being 50 feet wide and 109.55 feet long, containing 5,477.5 square feet, more or less, as shown on the attached exhibit.

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

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

10. Nonreturnable application fee.  Attached  Not required

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

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

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

13a. Describe other reasonable alternative routes and modes considered.

**Not applicable.**

b. Why were these alternatives not selected?

**Not applicable.**

c. Give explanation as to why it is necessary to cross Federal Lands

**The existing roadway is necessary for public access to existing homes.**

14. List authorizations and pending applications filed for similar projects which may provide information to the authorizing agency. (Specify number, date, code, or name)

**Not applicable.**

15. Provide statement of need for project, including the economic feasibility and items such as: (a) cost of proposal (construction, operation, and maintenance); (b) estimated cost of next best alternative; and (c) expected public benefits.

**The existing roadway is necessary for public access to existing homes.**

16. Describe probable effects on the population in the area, including the social and economic aspects, and the rural lifestyles.

**The existing roadway is necessary for public access to existing homes.**

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

**The existing roadway will have minimal impact.**

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

**The existing roadway will have minimal impact.**

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

**Not applicable.**

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

**Bureau of Land Management.**

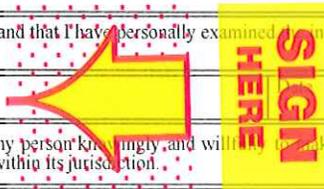
I HEREBY CERTIFY, That I am of legal age and authorized to do business in the State and that I have personally examined the information contained in the application and believe that the information submitted is correct to the best of my knowledge.

Signature of Applicant

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

(Continued on page 3)

(SF -299, page 2)



APPLICATION FOR TRANSPORTATION AND UTILITY SYSTEMS  
AND FACILITIES ON FEDERAL LANDS

GENERAL INFORMATION  
ALASKA NATIONAL INTEREST LANDS

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

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

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

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

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

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

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

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

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

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

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

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

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

*OTHER THAN ALASKA NATIONAL INTEREST LANDS*

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

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

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

SPECIFIC INSTRUCTIONS  
(Items not listed are self-explanatory)

*Item*

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

Application must be signed by the applicant or applicant's authorized representative.

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

SUPPLEMENTAL

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

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

## NOTICES

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

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

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

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

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

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

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

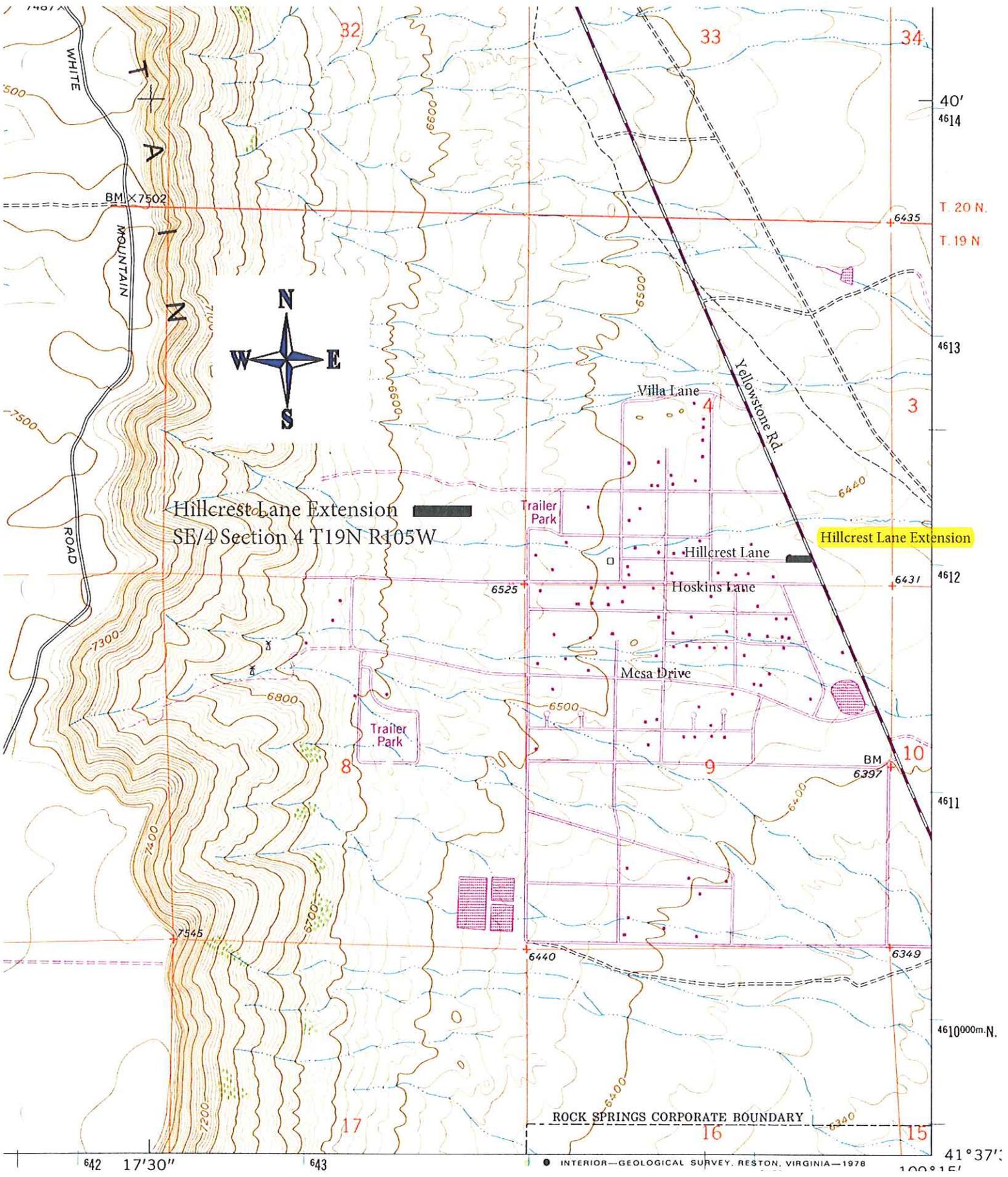
The Federal agencies collect this information from applicants requesting right-of-way, permit, license, lease, or certifications for the use of Federal Lands.

Federal agencies use this information to evaluate your proposal.

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

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

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



Hillcrest Lane Extension  
SE/4 Section 4 T19N R105W

Hillcrest Lane Extension

ROCK SPRINGS CORPORATE BOUNDARY

● INTERIOR—GEOLOGICAL SURVEY, RESTON, VIRGINIA—1978

41°37'  
100°15'



# BOARD OF COUNTY COMMISSIONERS

## MEETING REQUEST FORM

Meeting Date Requested: <b>Aug. 2, 2016</b>	Presenters Name: <b>Sheriff Mike Lowell</b>
Department or Organization: <b>Sweetwater County Sheriff</b>	Contact Phone and E-mail: <b>922/5316 stickneyp@sweet.wy.us</b>
Exact Wording for Agenda: <b>Inmate Telecommunication Location Agreement between Telmate LLC and Sweetwater County</b>	Preference of Placement on Agenda & Amount of Time Requested for Presentation: <b>5 min</b>
Will there be Handouts? (If yes, include with meeting request form) <b>yes</b>	Will handouts require SIGNATURES: <b>yes</b>
Additional Information:	

**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](mailto: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](http://www.sweet.wy.us/commissioner)) on Thursday afternoon.
- If a request to be placed on an agenda is received **AFTER** the deadline, you will be considered for the next meeting date.
- No handout will be received during a meeting in session.

**First Amendment to  
Inmate Telecommunication Location Agreement  
Between  
Telmate LLC and Sweetwater County**

**THIS FIRST AMENDMENT** ("Amendment") is made and entered into on \_\_\_\_\_, 2016 ("Effective Date") by and between **Sweetwater County** ("Customer"), with a business address at 50140 South Hwy 191 South, Rock Springs, Wyoming 82901, and **Telmate LLC** ("Telmate"), with its principal place of business at 655 Montgomery Street 18<sup>th</sup> Floor, San Francisco, California 94111. Customer and Telmate may herein be collectively referred to as the "Parties" or individually as a "Party."

**Recitals**

*Whereas*, Customer and Telmate entered into an Inmate Telecommunication Location Agreement fully executed on November 10, 2012 ("Agreement") whereby Telmate was obligated to perform certain inmate communication services at Customer's facilities; and

*Whereas*, the Parties wish to further modify certain terms in the Agreement following recent changes imposed by the Federal Communications Commission ("FCC"), and to continue the remaining terms in full force and effect.

*Now therefore*, intending to be bound, the Parties hereto agree as follows:

1. Section 5 of the Agreement, "Commissions," is hereby deleted in its entirety, retitled as "Facility Support Fees and Payments," and replaced with the following:
  - a. **Facility Support Fees.** On or before June 20, 2016, Telmate will implement a system to collect a facility support fee of five cents (\$0.05) per minute on specific telephony calls serviced by Telmate. The facility support fee will be added on a per minute basis for Local, IntraLATA, InterLATA, and other applicable call types designated by Telmate. Such facility support fees will be collected by Telmate and remitted to Customer without deductions.
  - b. **Remote Video Visitation.** No later than June 30, 2016, Telmate agrees to pay Customer a monthly payment equal to twenty-five percent (25%) of Telmate's net revenue derived from its exclusive remote video visitation services.
  - c. Upon ten (10) days from the receipt of notice from Telmate to Customer, any or all facility support fees or payments under this section may be modified or terminated if Telmate determines such fees or payments are impermissible under federal, state or local laws. Facility support fees or payments shall be paid to Customer on a monthly basis and made no later than forty-five (45) days following the month in which the revenue was generated from the equipment or service. All such fees or payments shall be final and binding unless written

objection thereto is received by Telmate from Customer within thirty (30) days of payment to Customer.

2. Sections 1 through 8 of Schedule A of the Agreement, "Phone Rates," are hereby deleted in their entirety, retitled as "Rates and Fees," and replaced with the following:
  - i. The call rate for Intrastate Prepaid Calls will be \$0.20 per minute.
  - ii. The call rate for Intrastate Collect Calls will be \$0.45 per minute.
  - iii. The call rate for Interstate Prepaid Calls will be \$0.21 per minute.
  - iv. The call rate for Interstate Collect Calls will be \$0.25 per minute.
  - v. The call rate for International Prepaid Calls will be \$2.00 per minute.
  - vi. The call rate for International Collect Calls will be \$2.00 per minute.
  - vii. The fees for Cash Prepaid Deposit via Kiosk will be \$3.00 per transaction.
  - viii. The fees for Credit Prepaid Deposit via Kiosk will be \$3.00 per transaction.
  - ix. The fees for Live Operator Assisted Prepaid Deposits will be \$5.95 per transaction.
  - x. The fees for Automated Toll Free Prepaid Deposits will be \$3.00 per transaction.
  - xi. The fees for Paper Billing will be \$2.00 per transaction.
3. Positive Call Acceptance. Recipients of telephonic calls from Customer facility(s) utilizing Telmate's VoIP platform will be given the opportunity to individually accept the telephonic call, or in combination, the telephonic call and subsequent communications.
4. Length of Call. Telmate will determine all maximum call lengths at Customer's facility(s).
5. Regulatory Changes. The Parties acknowledge that the terms of the Agreement are governed by federal, state, and local laws that are subject to change on occasion. Telmate shall provide Customer with notice of any such changes in the law upon which time the Parties will amend the Agreement as needed to comply with all such changes in the law. The Parties agree that neither will be required to comply with a term in the Agreement that is rendered unlawful by a future change in the law.
6. Ownership of Inmate Trust Fund. Customer confirms the Parties' existing understanding that Telmate acts as Customer's agent for the purpose of accepting, on behalf of Customer, deposits to an inmate's trust/commissary account at Customer. Any and all deposits made to an inmate's trust/commissary account at Customer through Telmate's system shall be deemed received by Customer as if made directly to Customer and shall be credited to the respective inmate's trust/commissary account upon receipt by Telmate. Customer shall have sole control and managerial power over any and all funds deposited into an inmate's trust/commissary account.

7. Except as otherwise provided herein, all terms and conditions of the Agreement shall stay in full force and effect.

**CUSTOMER**

**TELMATE**

Sign: \_\_\_\_\_

Sign: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

# BOARD OF COUNTY COMMISSIONERS

## MEETING REQUEST FORM

Meeting Date Requested: <b>8/2/2016</b>	Presenters Name: <b>Mike Lowell ; Garry McLean</b>
Department or Organization: <b>sheriff's Office; Human Resources</b>	Contact Phone and E-mail: <b>307-872-3913</b>
Exact Wording for Agenda: Request to restaff vacant position in Detention Center	Preference of Placement on Agenda & Amount of Time Requested for Presentation: <b>5 min</b>
Will there be Handouts? (If yes, include with meeting request form) <b>yes</b>	Will handouts require SIGNATURES: <b>yes</b>
Additional Information:	

### 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](mailto: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](http://www.sweet.wy.us/commissioner)) on Thursday afternoon.
- If a request to be placed on an agenda is received **AFTER** the deadline, you will be considered for the next meeting date.
- No handout will be received during a meeting in session.

**Sweetwater County  
Request to Restaff Vacant Position**

Board Meeting Date: 8/2/2016  
 Department: Sheriff's Office - Detention Center  
 Position: Detention Officer  
 Vacancy Date: 7/20/2016

Reason for vacancy: Employee resignation  
 Re-staff Detention Officer, immediately, in a full time capacity with full  
 Department Request: benefits  
 Anticipated Re-staff Date: 8/15/2016

Board Action	
Approved _____	Date: <u>8/2/2016</u>
Denied _____	
Full time _____	
Part time _____	# Hours (if part time) _____
Restaff immediately _____	Delay restaffing until (month) _____

	Position	Hire Date	Monthly								Annual Cost of employment
			Salary	Retirement	Health Insurance	LTD	FICA	Workers Compensation	Total benefits	Total cost of employment (salary + benefits)	
Current costs for Detention Employee	Detention Officer (2 years, Grade 16, step 2 rate of pay)	9/15/2014	\$ 4,131.70	\$ 710.65	\$ 635.01	\$ 14.87	\$ 316.08	\$ 81.81	\$ 1,758.42	\$ 5,890.12	\$ 70,681.43
Anticipated Costs to restaff Position Vacancy	Detention Officer (grade 15, step 1)	8/15/2016	\$ 3,820.35	\$ 657.10	\$ 1,948.14	\$ 13.75	\$ 292.26	\$ 75.64	\$ 2,936.89	\$ 6,807.24	\$ 81,686.92
	Net Difference (savings)		\$ (311.35)	\$ (53.55)	\$ 1,313.13	\$ (1.12)	\$ (23.82)	\$ (6.16)	\$ 1,228.47	\$ 917.12	\$ 11,005.49

**NOTES**

Health Insurance: Anticipates FAMILY level health insurance coverage, for new employee, previous employee had EMPLOYEE Only level coverage.

Brenda Rose  
 Reviewed by HR Representative (signature)  
Mike Smith  
 Reviewed by Department Head/ Elected Official (signature)  
 \_\_\_\_\_  
 Commission Chair (signature)

7-25-2016  
 Date:  
7/20/2016  
 Date:  
 \_\_\_\_\_  
 Date:

# BOARD OF COUNTY COMMISSIONERS

## MEETING REQUEST FORM

Meeting Date Requested: <b>8/2/2016</b>	Presenters Name: Dan Erramouspe; Garry McLean
Department or Organization: Attorney's Office; Human Resources	Contact Phone and E-mail: 307-872-5267
Exact Wording for Agenda: Request to replace vacant position	Preference of Placement on Agenda & Amount of Time Requested for Presentation: <b>5 min</b>
Will there be Handouts? (If yes, include with meeting request form) yes	Will handouts require SIGNATURES: <b>yes</b>
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](mailto: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](http://www.sweet.wy.us/commissioner)) on Thursday afternoon.
- If a request to be placed on an agenda is received **AFTER** the deadline, you will be considered for the next meeting date.
- No handout will be received during a meeting in session.

**Sweetwater County  
Request to Restaff Vacant Position**

Board Meeting Date: 8/2/2016  
 Department: County Attorney's Office  
 Position: Legal Assistant  
 Vacancy Date: 8/5/2016  
 Reason for vacancy: Resignation

Department Request: To Restaff position immediately following resignation date of 8/5/2016, in a full time capacity with full benefits.

Anticipated Re-staff Date 8/15/2016

Board Action	
Approved _____	Date: <u>8/2/2016</u>
Denied _____	
Full time _____	
Part time _____	# Hours (if part time) _____
Restaff Immediately _____	Delay restaffing until (month) _____

	Position	Hire Date	Monthly							Total cost of employment (salary + benefits)	Annual Cost of employment
			Salary	Retirement	Health Insurance	LTD	FICA	Workers Compensation	Total benefits		
Previously staffed position	Legal Assistant (Grade 14, step 4)	7/7/2008	\$ 3,975.81	\$ 660.78	\$ 1,948.14	\$ 14.31	\$ 304.15	\$ 11.93	\$ 2,939.31	\$ 6,915.12	\$ 82,981.43
Anticipated Costs to restaff Position Vacancy	Legal Assistant (Grade 14, step 5)	8/15/2016	\$ 4,095.08	\$ 680.60	\$ 1,948.14	\$ 14.74	\$ 313.27	\$ 12.29	\$ 2,969.04	\$ 7,064.12	\$ 84,769.48
Net Difference (savings)			\$ 119.27	\$ 19.82	\$ -	\$ 0.43	\$ 9.12	\$ 0.36	\$ 29.73	\$ 149.00	\$ 1,788.05

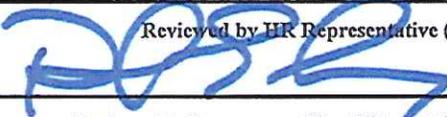
**NOTES**

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

Anticipate re-staffing position at lateral entry rate of pay - Grade 14, step 5. 10 - 15 years previous experience as Legal Assistant.

*Brenda Race*

Reviewed by HR Representative (signature)



Reviewed by Department Head/ Elected Official (signature)

Commission Chair (signature)

*7-26-2016*

Date:

*7-27-2016*

Date:

Date: