

NOTICE

**THE SWEETWATER COUNTY BOARD OF COUNTY COMMISSIONERS
WILL MEET ON TUESDAY, September 6, 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: August 16, 2016

ACCEPTANCE OF BILLS

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

COMMISSIONER COMMENTS/REPORTS

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

COUNTY RESIDENT CONCERNS

9:30

ACTION/PRESENTATION ITEMS

9:40 Newspaper Publication for Employee Salaries, Names
and Positions for July, 2016
9:45 Approval of Human Service Contract
9:50 Suicide Prevention Awareness Month Proclamation

- 10:00** Resolution to Renew County Approval of Pari-Mutuel Wagering
- 10:10** Signature for Cooperative Agreement with the Department of Family Services
- 10:20** Request Approval and Signature of the Mutual Aid Agreement between the Sweetwater County Fire Department and Uinta County Fire and Amulance Joint Powers Board
- 10:25** Arrowhead Springs Subdivision Fire Protection Water Supply
- 10:40** MOU between Sweetwater County Fire District # 1 and Sweetwater County
- 10:45** Request Approval of Resolution 16-09-CC-01; C&M Agreement between WYDOT/UPRR/Sweetwater County for the Replacement of Peru Bridge
- 10:50** Request Approval of Resolution 16-09-EN-01; Accepting Public Road Dedication from Rock Springs Energy Group, LLC for a portion of Reliance Road
- 11:00** Request Authorization to Replace Vacant Position in the Detention Center

OTHER

11:05

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)**

August 16, 2016
Green River, WY

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

Approval of Agenda

Commissioner Wendling moved to approve the agenda dated August 16, 2016. Commissioner Kolb seconded the motion. The motion carried.

Approval of Minutes: August 2, 2016

Commissioner West moved to approve the minutes dated August 2, 2016. Commissioner Van Matre seconded the motion. The motion carried.

Acceptance of Bills

Approval of County Vouchers/Warrants, Bonds, and Abates/Rebates

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

WARRANT NO.s	PAYEE	DESCRIPTION	AMOUNT
70610-70648, 70664 & ADVICES	EMPLOYEES AND PAYROLL VENDORS	PAYROLL RUN	1,340,545.43
18159	OPTUM BANK INC	CONTRIBUTIONS	6,255.10
18162	EASTIN, VICKIE	MILEAGE	16.20
70649	CENTURYLINK	PHONE BILL	168.36
70650	CITY OF GREEN RIVER	UTILITIES	301.78
70651	DIRECTV	TV'S	17.99
70652	PURCHASE POWER	POSTAGE	108.00
70653	ROCK SPRINGS MUNICIPAL UTILITY	UTILITIES	4,562.80
70654	ROCKY MTN POWER	UTILITIES	2,908.13
70655	SWEETWATER CABLE TV	TV	183.48
70656	TOWN OF WAMSUTTER	UTILITIES	69.50
70657	UNION TELEPHONE COMPANY INC	PHONE	43.93
70658	VERIZON WIRELESS	BROADBAND	223.25
70659	WEST SIDE WATER & SEWER DISTRICT	UTILITIES	3,200.00
70660	WYOMING DEPT OF WORKFORCE SVCS	INSURANCE	2,789.92
70661	WYOMING RETIREMENT SYSTEM	RETIREMENT	210,312.34
70662	WYOMING RETIREMENT SYSTEM	RETIREMENT	105.00
70663	WYOMING WASTE SERVICES - ROCK	UTILITIES	1,338.14
70665	BRIDGER VALLEY ELECTRIC ASSN	UTILITIES	108.76
70666	CENTURYLINK	PHONE BILL	1,686.87
70667	CENTURYLINK	PHONE BILL	2,908.13
70668	CITY OF GREEN RIVER	UTILITIES	2,878.58
70669	QUESTAR GAS	UTILITIES	1,903.66
70670	ROCKY MTN POWER	UTILITIES	8,273.15
70671	WEX BANK	FUEL	10,602.23
70672	WYOMING DEPT OF WORKFORCE SVCS	WORKER'S COMPENSATION	21,570.63
70673	AARMS	SUBSCRIPTION	530.00
70674	ACE HARDWARE	SUPPLIES	135.67
70675	AIRGAS USA LLC	SUPPLIES	25.41
70676	ALPHA PETROLEUM SERVICE INC	TESTING	570.00
70677	ALPINE PURE WATER	RENTAL/WATER	100.00
70678	APPARATUS EQUIPMENT & SERVICE INC	SUPPLIES	798.18
70679	BOB BARKER COMPANY INC	COMMISSARY/INMATE SUPPLIES	306.21
70680	BUCKBOARD MARINA	FUEL	99.05
70681	CAPITAL BUSINESS SYSTEMS INC	CONTRACT	94.32
70682	CARQUEST AUTO PARTS	PARTS	2,131.86
70683	CASTLE ROCK HOSPITAL DISTRICT	BUDGET ALLOCATION	15,000.00
70684	CITY OF ROCK SPRINGS	BILLING	16,333.95
70685	CITY OF ROCK SPRINGS FAMILY REC CNTR	PASSES	225.00
70686	CITY OF ROCK SPRINGS	RENT	3,440.50
70687	COMMUNICATION TECHNOLOGIES INC	RENT/PROGRAMMING	406.00
70688	CORE SECURITY TECHNOLOGIES	MAINTENANCE	6,123.60
70689	D & L EXCAVATION INC	REMOVAL	4,691.05
70690	DELTA DENTAL	CLAIMS	40,984.00
70691	DESERT VIEW ANIMAL HOSPITAL	VETERINARY	67.46
70692	DIEHL ROUSE, KIMMIE	MILEAGE	50.22
70693	DIVISION OF CRIMINAL INVESTIGATION	CARD	15.00
70694	DIVISION OF CRIMINAL INVESTIGATION	CARD	15.00
70695	DIVISION OF CRIMINAL INVESTIGATION	CARD	15.00
70696	DIVISION OF CRIMINAL INVESTIGATION	CARD	15.00
70697	DUSTBUSTERS INC	DUSTGARD	128,819.64
70698	ELECTION SYSTEMS & SOFTWARE INC	POLLBOOKS/BALLOTS	32,639.02
70699	ELECTRICAL SVS AND PRODUCT'S FLLC	REPAIRS	4,469.75
70700	F B MCFADDEN WHOLESALE COMPANY	INMATE FOOD/COMMISSARY	8,227.11
70701	FASTENAL COMPANY	PARTS	36.05
70702	FEDEX	SHIPPING	37.96

70703	FREMONT MOTOR ROCK SPRINGS INC	PARTS	1,186.47
70704	G & K SERVICES	SERVICES	605.91
70705	GOLDEN HOUR SENIOR CITIZENS CENTER	BUDGET ALLOCATION	20,250.00
70706	GOVCONNECTION INC	TONER	362.22
70707	GREEN RIVER STAR	ADS	2,093.63
70708	HIGH DESERT POLARIS - KTM -	PARTS/TOOLS	43.88
70709	HOMAX OIL SALES INC	FUEL	17,549.94
70710	HOSE & RUBBER SUPPLY	PARTS	354.77
70711	HOWARD SUPPLY COMPANY, LLC	SUPPLIES	25.96
70712	IBS INCORPORATED	SUPPLIES	128.78
70713	INBERG-MILLER ENGINEERS	STUDIES	3,428.63
70714	INDO AMERICAN ENGINEERING INC	ENGINEERING	11,349.41
70715	INDUSTRIAL HOIST AND CRANE	INSPECTION	171.38
70716	J & S SOLAR PRODUCTS	TINT	100.00
70717	JACK'S TRUCK & EQUIPMENT	PARTS/LABOR	1,073.02
70718	JENNY SERVICE CO	INMATE SUPPLIES	279.38
70719	JOHNSON, WALLY J	MILEAGE	90.72
70720	JUDICIAL DIALOG SYSTEMS	MAINTENANCE	14,090.14
70721	KROGER - SMITH'S CUSTOMER CHARGES	SNACKS	16.95
70722	MACY'S TRUCK REPAIR INC	PARTS	33.58
70723	MARCHAL, KRISENA	MILEAGE	65.34
70724	MEADOW GOLD DAIRIES SLC	INMATE FOOD	2,630.27
70725	MEMORIAL HOSPITAL CLINIC	INMATE MEDICAL	158.00
70726	MOUNTAIN BAY SCUBA 06	INSPECTION	156.00
70727	MOUNTAIN WEST BUSINESS SOLUTIONS	CONTRACT	15.00
70728	NAPA AUTO PARTS UNLIMITED	PARTS	782.14
70729	NEW FRONTIER IMAGING LLC	INMATE MEDICAL	350.00
70730	NICHOLAS & COMPANY	INMATE FOOD	1,761.28
70731	O'REILLY AUTO PARTS	PARTS	5.99
70732	OCEGUERA ALVAREZ, MIREYA YASMIN	TRANSLATION	62.50
70733	LAW OFFICE OF BOBBY W PINEDA	FEES	3,550.00
70734	PLAINSMAN PRINTING & SUPPLY	OFFICE SUPPLIES	891.57
70735	PM AUTOGLASS INC	WINDSHIELD S	383.00
70736	PTS OF AMERICA LLC	EXTRADITION	1,157.10
70737	PUBLIC DEFENDER	RENT	2,500.00
70738	QUILL CORPORATION	OFFICE SUPPLIES	1,245.45
70739	R & D SWEEPING & ASPHALT	SWEEPING	7,250.00
70740	REAL KLEEN INC	SUPPLIES	814.05
70741	REILLY, CARLA S	RENT	600.00
70742	ROCK SPRINGS IV CENTER	INMATE MEDICAL	10.16
70743	ROCK SPRINGS NEWSPAPERS INC	ADS	13,492.89
70744	ROCKY MTN INFORMATION NETWORK INC	FEE	25.00
70745	RON'S ACE RENTALS	EQUIPMENT/PARTS	1,035.02
70746	ROZMUS, JENNETTE RENEE	CONTRACT	1.00
70747	SAFETY-KLEEN SYSTEMS INC	SUPPLIES	294.95
70748	SCALLON, ANDREW	MEALS	40.79
70749	SHOPKO HOMETOWN - PHARMACY	INMATE PRESCRIPTIONS	1,795.92
70750	SKAGGS COMPANIES INC	UNIFORMS	2,310.65
70751	SMYTH PRINTING INC	OFFICE SUPPLIES	161.00
70752	SNAP ON TOOLS	TOOLS	21.85
70753	STERLING COMMUNICATIONS & ELECTRONICS	RENT	254.00
70754	STOTZ EQUIPMENT	RENTAL	3,000.00
70755	SWEETWATER TROPHIES	NAMEPLATE/SIGNS/SHIPPING	103.69
70756	SWICK'S MATCO TOOLS	TOOLS	86.52
70757	SWISHER	SUPPLIES	1,206.49
70758	TASC CLIENT SERVICES	FEES	1,277.93
70759	THE MASTER'S TOUCH LLC	MAILINGS	328.90
70760	THE TIRE DEN INC	TIRES/REPAIRS	2,159.95
70761	TRUSTED NETWORK SOLUTIONS INC	SUPPORT	46,798.60
70762	U S FOODS INC	INMATE FOOD	6,121.91
70763	UNITED SITE SERVICES	RESTROOM	351.03
70764	UNIVERSITY OF WYOMING EXTENSION	REGISTRATION	50.00
70765	VENTURE TECHNOLOGIES	EQUIPMENT	1,271.68
70766	WEIMER, JACK	RENTAL/FOOD	500.86
70767	WENDLING, RANDAL M	MILEAGE	529.74
70768	WHISLER CHEVROLET COMPANY	PARTS	396.22
70769	WILKERSON IV MD PC, JAMES A	AUTOPSY	1,165.00
70770	WYOMING DIVISION OF VICTIM SERVICES	REIMBURSEMENT	1,552.62
70771	WYOMING MACHINERY COMPANY	LABOR/PARTS/RENTAL	12,162.90
70772	WYOMING.COM	DOMAIN	4,111.35
70773	YOUNG AT HEART CENTER	BUDGET ALLOCATION/GRANT EXPENSES	23,177.81
70774	YOUNG AT HEART EARLY LEARNING CTR	GRANT EXPENSES	3,248.05
70775	YWCA OF SWEETWATER COUNTY	GRANT EXPENSES	793.96
GRAND TOTAL:			2,116,934.27

Bobbie Amos	SWCO Solid Waste Disposal Dist. # 2, Sec/Treas	\$100,000.00
Deborah Petrie-Bullock	SWCO Library Board, Treasurer	\$ 10,000.00
John E. Crouch	West Side Water & Sewer Dist., Treasurer	\$ 5,000.00

The following abates/rebates were placed on file:

TAXPAYER	VALUATION	TAXPAYER	VALUATION
M&N VINYL FENCE & CONST	-475	CANYON HOMES INC/CP HOLDER RICHARD TAMBOR TO SWEETWATER COUNTY	-3,800
M&N VINYL FENCE & CONST	-467	CANYON HOMES INC/CP HOLDER RICHARD TAMBOR TO SWEETWATER COUNTY	-2,850
M&N VINYL FENCE & CONST	-451	CANYON HOMES INC/CP HOLDER RICHARD TAMBOR TO SWEETWATER COUNTY	-2,850
M&N VINYL FENCE & CONST	-432	CANYON HOMES INC/CP HOLDER RICHARD TAMBOR TO SWEETWATER COUNTY	-2850
M&N VINYL FENCE & CONST	-381	CANYON HOMES INC/CP HOLDER RICHARD TAMBOR TO SWEETWATER COUNTY	-2,850
M&N VINYL FENCE & CONST	-344	CANYON HOMES INC/CP HOLDER VERNE WALDNER TO SWEETWATER COUNTY	-3,800
M&N VINYL FENCE & CONST	-312	CANYON HOMES INC/CP HOLDER VERNE WALDNER TO SWEETWATER COUNTY	-2,850
M&N VINYL FENCE & CONST	-263	CANYON HOMES INC/CP HOLDER VERNE WALDNER TO SWEETWATER COUNTY	-2,850
M&N VINYL FENCE & CONST	-218	CANYON HOMES INC/CP HOLDER VERNE WALDNER TO SWEETWATER COUNTY	-2,850
M&N VINYL FENCE & CONST	-174	CANYON HOMES INC/CP HOLDER VERNE WALDNER TO SWEETWATER COUNTY	-2,850
MARATHON OIL CO	-117,283	CANYON HOMES INC/CP HOLDER GERALD C NEWMAYER TO SWEETWATER COUNTY	-3,800
ANADARKO E&P ONSHORE LLC	-644,549	CANYON HOMES INC/CP HOLDER GERALD C NEWMAYER TO SWEETWATER COUNTY	-2,850
BREITBURN OPERATING LP	-11,447	CANYON HOMES INC/CP HOLDER GERALD C NEWMAYER TO SWEETWATER COUNTY	-2,850
KERR MCGEE OIL & GAS ONSHORE LP	-21,490	CANYON HOMES INC/CP HOLDER GERALD C NEWMAYER TO SWEETWATER COUNTY	-2,850

Public Hearing

Budget Amendment- Conservation District

Accounting Manager Bonnie Berry presented Resolution 16-08-CL-02. Following discussion relative to the original request of the county being a back-up for funding and the quality of material for rip rap material, Chairman Johnson opened the public hearing. Hearing no comments, the public hearing was closed. *Commissioner Kolb moved to approve Resolution 16-08-CL-02 with the added understanding that this money is only to be expended if needed and also with the approval of the Board of County Commissioners at the time of the needed request is made. Commissioner Van Matre seconded the motion.* The motion carried.

Commissioner Kolb moved to have a corresponding budget reduction, for next fiscal year, if the aforementioned resolution is needed by the appropriate amount/at a maximum of \$75,000.00. Commissioner Van Matre seconded the motion. Following further discussion, the motion carried.

**RESOLUTION 16-08-CL-02
SWEETWATER COUNTY
BUDGET AMENDMENT**

DUE to unanticipated expenditures of the Sweetwater County Conservation District totaling \$75,000,

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:	
Conservation District	\$75,000.00
General County Reserves Decrease:	
Cash Carryover	(\$75,000.00)

Dated at Green River, Wyoming this 16th day of August, 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

Reid O. West, Member

ATTEST:

Steven Dale Davis, County Clerk

Commissioner Comments/Reports

Chairman Johnson

Chairman Johnson provided an update regarding a constituents concern in Superior relative to subsidence occurring in a key area of the road and subsequently met with AML regarding the concern and explained that they were aware of the subsidence occurring and have drilled and ascertained that it was saturation from other water sources. Chairman Johnson explained that AML would have a public meeting to explain the findings. Chairman Johnson read the facility report from Facilities Manager Chuck Radosevich.

Commissioner Van Matre

Commissioner Van Matre reported on the meetings he attended including the Airport Board, the Museum Board, and the Golden Hour Senior Center Board. Commissioner Van Matre noted that he spoke with IT Director Tim Knight, Golden Hour Senior Center Director Sheela Schermetzler, and Human Resource Director/Acting VSO Director Garry McLean. Commissioner Van Matre noted that he attended the ceremony for the Employer Support of the Guard and Reserve Award acknowledging that the Sheriff's Office had been nominated for the Freedom Award which is the highest recognition given by the Department of Defense to employers for their support of National Guard and Reserve members and that the Sheriff's Office actually received the Above and Beyond award.

Commissioner West

Commissioner West expressed that, due to Community Nursing vacating the space at the Golden Hour Senior Center, Southwest Counseling requested to utilize space for their Green River operations. Commissioner West suggested that Southwest Counseling Director Linda Acker meet with Golden Hour Senior Center Director Sheela Schermetzler to discuss the possibilities and explained that Ms. Schermetzler indicated that she had been told to not do anything about the vacant space at this time. Commissioner West addressed concerns with flying in and out of the Rock Springs/Sweetwater County Airport. Commissioner West explained that he has spoken with a number of people who indicated that it is too much work/time to fly in and out of Rock Springs and that it is very difficult to make connections. Commissioner West reported that he attended the ceremony for the Employer Support of the Guard and Reserve Award acknowledging that the Sheriff's Office had been nominated for the Freedom Award which is the highest recognition given by the Department of Defense to employers for their support of National Guard and Reserve members and that the Sheriff's Office actually received the Above and Beyond award. Commissioner West further explained that Church and Dwight also received the award. Commissioner West explained that he attended the 4-H meeting but no one was at the meeting and will follow up on dates and time. Lastly, Commissioner West reported that he, along with Commissioner Wendling, attended the North Rock Springs Town Hall meeting.

Commissioner Kolb

Commissioner Kolb reported on the meeting he attended for the Memorial Hospital of Sweetwater County Board of Trustees and noted that he will be attending the hospital quality retreat on August 17, 2016. Commissioner Kolb explained that he spoke with Memorial Hospital Patient Financial Services Director Ron Cheese regarding Title 25 and expenditures. Following discussion relative to Title 25, the commission concurred that the hospital should take all avenues to collect payment prior to submitting the bill to the county for payment and requested that Commissioner Kolb convey the message to Mr. Cheese and the Hospital Board of Trustees. Commissioner Kolb reported that he attended every night of the county fair and expressed that it was a wonderful event. Commissioner Kolb noted that he spoke with Land Use Director Eric Bingham, County Attorney Danny Erramouspe, Deputy County Attorney Jim Schermetzler, County Assessor Pat Drinkle and Accounting Manager Bonnie Berry. Lastly, Commissioner Kolb noted that he voted.

Commissioner Wendling

Commissioner Wendling reported that he attended the fair, a luncheon hosted by the Rock Springs Chamber of Commerce, Transformation Face Painting ribbon cutting ceremony, and the School District No. 1 community kick-off event. Commissioner Wendling further reported on the meetings he attended for the Conservation District, North Rock Springs Community Town Hall, Communities Protecting the Green, and the Library Board. Commissioner Wendling provided an update on the county fire department.

Chairman Johnson addressed his concern relative to the State of Wyoming not having a definition of a rainy day fund.

The Commission expressed their appreciation to the Events Complex staff and board members for all their work.

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

Human Service Contracts

Accounting Manager Bonnie Berry presented the Human Service Contracts. *Commissioner West moved to approve the Human Service Contracts for Hospice of Sweetwater County, Sweetwater Family Resource Center, The Boys and Girls Club of Sweetwater County, Volunteer Information and Referral Service, and YWCA of Sweetwater County. Commissioner Wendling seconded the motion.* The motion carried.

Resolution Concerning the Completion of Roadway Improvements that were Financed with a Portion of the Proceeds of Lease Revenue Bonds, Series 2013, in the Original Aggregate Principal of \$51,080,000, Dated July 30, 2013, that were Issued by the SWCO 2013 Specific Purpose Tax Joint Powers Board

Commissioner West presented Resolution 16-08-CC-01. Following discussion, *Commissioner West moved to approve Resolution 16-08-CC-01 and authorize the Chairman to sign. Commissioner Wendling seconded the motion.* Following discussion, the motion carried.

R E S O L U T I O N N O. 16-08-CC-01

A RESOLUTION CONCERNING THE COMPLETION OF ROADWAY IMPROVEMENTS THAT WERE FINANCED WITH A PORTION OF THE PROCEEDS OF LEASE REVENUE BONDS, SERIES 2013, IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$51,080,000, DATED JULY 30, 2013, THAT WERE ISSUED BY THE SWEETWATER COUNTY 2013 SPECIFIC PURPOSE TAX JOINT POWERS BOARD.

WHEREAS, Sweetwater County, Wyoming ("Sweetwater County") is a body corporate duly organized and existing under the laws of the State of Wyoming (the "State"); and

WHEREAS, Sweetwater County, along with the Towns of Granger, Superior and Wamsutter, the Cities of Green River and Rock Springs, and Castle Rock Special Hospital District (collectively, the "Agencies"), are members of the Sweetwater County 2013 Specific Purpose Tax Joint Powers Board (the "Board"), a duly organized and existing body corporate and politic under the provisions of the Wyoming Joint Powers Act, Wyo. Stat. §§ 16-1-102 through 16-1-109, pursuant to a Joint Powers Agreement dated as of March 1, 2013, created for the purpose of providing an efficient, orderly, and economically feasible method of planning, financing and constructing certain improvements for the Agencies; and

WHEREAS, for the purpose of providing funds for roadway improvements (the "Sweetwater County Improvements"), Lease Revenue Bonds, Series 2013, in the original aggregate principal amount of \$51,080,000, dated July 30, 2013 (the "Series 2013 Bonds") were issued and delivered by the Board pursuant to the provisions of that certain Indenture of Trust, dated as of July 30, 2013 (the "Indenture") between the Board and Wells Fargo Bank, National Association (the "Trustee"); and

WHEREAS, the Board leased the Sweetwater County Improvements to Sweetwater County pursuant to that certain annually terminable Lease and Agreement, dated as of July 30, 2013 (the "Lease"); and

WHEREAS, Section 7.3 of the Lease requires that Sweetwater County provide a resolution to the Trustee at such time that the acquisition and construction of the Sweetwater County Improvements are complete;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SWEETWATER COUNTY, WYOMING:

Section 1. To the best of Sweetwater County's knowledge, the Sweetwater County Improvements have been completed and accepted by Sweetwater County, and all Costs of Construction (as defined in the Indenture) have been paid.

Section 2. Any funds being held by the Trustee for the payment of Costs of Construction should be used to pay the debt service on Sweetwater County's portion of the Series 2013 Bonds.

Section 3. This resolution shall be in full force and effect upon its passage and adoption.

PASSED, ADOPTED, AND APPROVED this 16th day of August, 2016.

ATTEST:

THE BOARD OF COUNTY COMMISSIONERS

OF SWEETWATER COUNTY, WYOMING

Steven Dale Davis, County Clerk

Wally J. Johnson, Chairman

Library Board Appointment (to fill an unexpired term through 12-1-18 due to the resignation of Travis Samulski)

Following discussion, *Commissioner Wendling moved to appoint Philip Pyzyna to the Library Board. Commissioner Van Matre seconded the motion.* The motion carried.

Approval of the FY 2017 Services to Victims of Crime Grant Document

Grants Manager Krisena Marchal presented the FY 2017 Services to Victims of Crime Grant Documents. Following discussion, Chairman Johnson entertained a motion to accept the Fiscal Year 2017 Services to Victims of Crime Grant Contract, and to authorize the Chairman to sign all related documents. *Commissioner Wendling so moved. Commissioner Kolb seconded the motion.* The motion carried.

Water Service Contract between the Bureau of Reclamation and Sweetwater County

Public Works Director Gene Legerski presented the Water Service contract between the Bureau of Reclamation and Sweetwater County. Following discussion, Chairman Johnson entertained a motion to approve the contract and authorize the Chairman to sign the contract with the United States Department of the Interior Bureau of Reclamation. *Commissioner West so moved. Commissioner Van Matre seconded the motion.* The motion carried.

Break

Chairman Johnson called for a break.

Surplus Exchange and County Sale

Purchasing Senior Buyer Marilyn Nomis and Inventory Controller Erin Wyant presented the spreadsheet for the surplus exchange and county sale items. Following discussion, *Commissioner West moved to approve the inventory exchange and surplus sale request. Commissioner Wendling seconded the motion.* The motion carried.

Ms. Wyant presented the request for the surplus vehicle to be transferred to the County Fire Department. *Commissioner Wendling moved to approve the surplus vehicle to the Fire Department. Commissioner Van Matre seconded the motion.* Following discussion relative to having no commitment to replace the vehicle should something happen to it, the motion carried.

Request to Re-Staff Vacant Position in the Juvenile Probation Office

Juvenile Probation Director Karin Kelly and Human Resource Director Garry McLean requested authorization to re-staff a vacant position in the Juvenile Probation Office. Following discussion, Chairman Johnson entertained a motion to approve the request as presented. *Commissioner Wendling so moved. Commissioner Van Matre seconded the motion.* The motion carried.

Request to Re-Staff Vacant Position in the Sheriff's Office

Sheriff Lowell and Human Resource Director Garry McLean requested authorization to re-staff a vacant position in the Sheriff's Office. Following discussion, Chairman Johnson entertained a motion to approve the request to re-staff the vacant position in the Sheriff's Office in court security as presented. *Commissioner West so moved. Commissioner Van Matre seconded the motion.* The motion carried.

Request to Re-Staff Vacant Custodian Position

Custodial Supervisor Karen Bailey and Human Resource Director Garry McLean requested authorization to re-staff a vacant position. Following discussion, Chairman Johnson entertained a motion to approve the vacant position in the custodial area as presented. *Commissioner Van Matre so moved. Commissioner Kolb seconded the motion.* The motion carried.

Retiree Health Insurance

Human Resource Director Garry McLean presented the retiree health insurance language to be added to the UMR summary plan document. Following discussion, the commission concurred to have Mr. McLean prepare and submit the summary plan document during an upcoming meeting for the commissions review and consideration.

Other

Executive Session(s)-Personnel/Legal

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

After coming out of executive session, Acting Chairman West explained that action was required. *Commissioner Kolb moved to approve the voluntary separation package with Mel Nomis. Commissioner Van Matre seconded the motion.* The motion carried.

Acting Chairman West entertained a motion to have the legal team proceed with an agreement that the commission will extend to the individuals that have fallen out of compliance with a deadline and proceed with trying to get a legal agreement to get the land issue resolved. *Commissioner Wendling so moved. Commissioner Van Matre seconded the motion.* The motion carried.

Adjourn

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

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

THE BOARD OF COUNTY COMMISSIONERS
OF SWEETWATER COUNTY, WYOMING

Wally J. Johnson, Chairman

John K. Kolb, Member

Don Van Matre, Member

Randal M. Wendling

Reid O. West, Member

ATTEST:

Steven Dale Davis, County Clerk

Sally Shoemaker

From: Anita Frey - Accounting/Payroll
Sent: Wednesday, August 31, 2016 11:20 AM
To: Sally Shoemaker
Subject: Emailing: EAL Approval Listing.xls
Attachments: EAL Approval Listing.xls

Hi Sally,

This will not be the final EAL sheet. Glenda will need to put Payroll on it on Friday.

Thanks,

Anita Frey
Sweetwater County
Accounting/Payroll Deputy
Phone 307-872-3755
Fax 307-872-3994
freya@sweet.wy.us
accounting@sweet.wy.us

Your message is ready to be sent with the following file or link attachments:

EAL Approval Listing.xls

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.

	DATE	AMOUNT	WARRANT #S
EAL	8/16/2016	137.27	70776
EAL	8/19/2016	440,982.50	70781-70788
EAL	8/26/2016	20,998.20	70791-70806
EAL	8/29/2016	40,239.81	70807-70970
EAL	9/2/2016	20,847.32	
EAL	9/6/2016	407,181.94	

Payroll Run	14,680.85	Payroll: Check #	70777-70780	Advice #	18163
Payroll Run	1,504.94		70789-70790		
Payroll Run					

TOTAL AMOUNT \$946,572.83

Vouchers in the above amount are hereby approved and ordered paid this date of 09/06/16

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 Monthly Reports

9-6-16

1. Sheriff's Office

THE BOARD OF COUNTY COMMISSIONERS
FOR SWEETWATER COUNTY, WYOMING

Wally J. Johnson, Chairman

John K. Kolb, Member

Attest:

Donald Van Matre, Member

Randal M. Wendling, Member

Steven Dale Davis, County Clerk

Reid O. West, Member

MONTHLY STATEMENT

Statement of the Earnings or Collections of Mike Lowell
 as Sheriff within and for the County of Sweetwater
 State of Wyoming, for the month ending July 31, 2016, and reported to the
 Board of County Commissioners of said County.

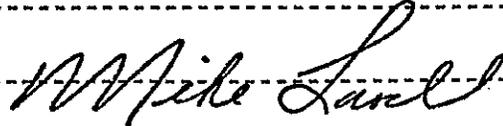
COUNTY CLERK,	Recording Fees, _____ Marriage Licenses, _____ Chattel Mortgages, _____ Motor Certificates of Title, _____ Sale of County Property, _____ Miscellaneous Receipts, _____ Total Receipts, _____		
CLERK, DISTRICT COURT,	Civil Fees, _____ Probate Fees, _____ Criminal fines and Costs, _____ Miscellaneous Fees, _____ Total Earnings, _____		
SHERIFF, _____		4000.00	
ASSESSOR, _____			

STATE OF WYOMING)
)ss.
 County of Sweetwater)

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

WITNESS my hand and seal this 1 day of August, 2016

County Sheriff, Mike Lowell



Authorization for Bonds

9-6-16

Robert Baldwin	Eden Valley Solid Waste Disposal Dist., Vice Chairman	\$10,000.00
James Burnett	Eden Valley Solid Waste Disposal Dist., Chairman	\$ 5,000.00
Shirley DeLambert	Eden Valley Solid Waste Disposal Dist., Treasurer	\$10,000.00
Tim Sheehan	SWCO Recreation 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. 54529233

That we Robert Baldwin,

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

unto Eden Valley Solid Waste Disposal District, the State of Wyoming, in the penal

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

Dated this 4th day of April, 2016.

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

Appointed

Principal was duly Elected to the office of Vice Chairman

in the of Eden Valley Solid Waste Disposal District,

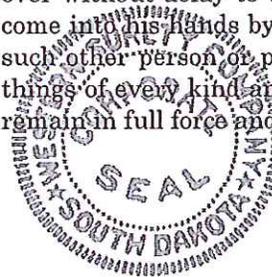
and State aforesaid for the term beginning July 24, 2016, and ending

July 24, 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 Vice Chairman

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



Robert Baldwin
Principal

WESTERN SURETY COMPANY

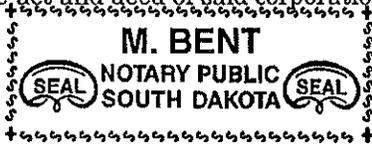
By Paul T. Bryant
Paul T. Bryant, Vice President

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA }
County of Minnehaha } ss

On this 4th day of April, 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

Robert Baldwin

State of Wyoming }
County of Sweetwater } ss

This Oath of Office was subscribed and sworn to before me by Robert Baldwin on this 6th day of August, 2016



Josie Harms
Notary Public, Wyoming

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF WYOMING }
County of Sweetwater } ss

On this 6th day of August, 2016, before me, personally appeared

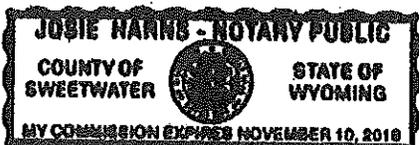
Robert Baldwin, to me known to be the person described in and who executed the foregoing instrument as Principal, and acknowledged that the same was executed as

his free act and deed.

My commission expires

November 10, 2018

Josie Harms
Notary Public, Wyoming



Wyoming



Western Surety Company

OFFICIAL BOND AND OATH

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 53919117

That we James Burnett,

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

unto Eden Valley Solid Waste Disposal District, the State of Wyoming, in the penal

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

Dated this 4th day of April, 2016.

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

Appointed

Principal was duly Elected to the office of Chairman

in the Eden Valley Solid Waste Disposal District,

and State aforesaid for the term beginning July 24, 2016, and ending

July 24, 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 Chairman as is or may be prescribed by law, and shall with all reasonable skill, diligence, good faith and honesty keep and be responsible for all funds coming into the hands of such officer by virtue of his office; and pay over without delay to the person or persons authorized by law to receive the same, all moneys which may come into his hands by virtue of his said office; and shall well and truly deliver to his successor in office, or such other person or persons as are authorized by law to receive the same, all moneys, books, papers and things of every kind and nature held by him as such officer, the above obligation shall be void, otherwise to remain in full force and effect.



James Burnett

Principal

WESTERN SURETY COMPANY

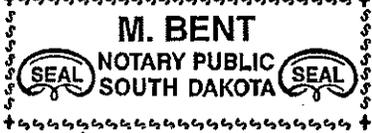
By Paul T. Bruhat
Paul T. Bruhat, Vice President

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA }
County of Minnehaha } ss

On this 4th day of April, 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.



My Commission Expires March 2, 2020

M. Bent
Notary Public

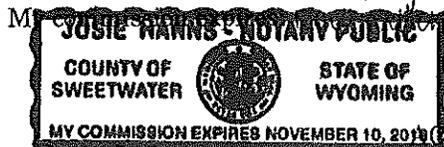
OATH OF OFFICE

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

James Burnett

State of Wyoming }
County of Sweetwater } ss

This Oath of Office was subscribed and sworn to before me by James Burnett on this 3rd day of August, 2016



Josie Harns
Notary Public, Wyoming

THE STATE OF WYOMING }
County of Sweetwater } ss

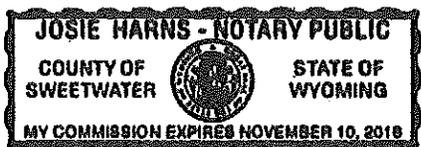
On this 3rd day of August, 2016, before me, personally appeared

James Burnett, 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 November 10, 2019

Josie Harns
Notary Public, Wyoming



Wyoming



Western Surety Company

OFFICIAL BOND AND OATH

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 54932415

That we Shirley De Lambert,

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

unto Eden Valley Solid Waste District, the State of Wyoming, in the penal

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

Dated this 13th day of June, 2016.

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

Appointed

Principal was duly Elected to the office of Treasurer

in the of Eden Valley Solid Waste District,

and State aforesaid for the term beginning September 24, 2016, and ending

September 24, 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.



Shirley De Lambert
Principal

WESTERN SURETY COMPANY

By Paul T. Brulat
Paul T. Brulat, Vice President

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA }
County of Minnehaha } ss

On this 13th day of June, 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.

Shirley A. De Lambert

State of Wyoming }
County of Sweetwater } ss

This Oath of Office was subscribed and sworn to before me by Shirley Delambert on this 7th day of AUGUST, 2016



Josie Harns
Notary Public, Wyoming

ACKNOWLEDGMENT OF PRINCIPAL

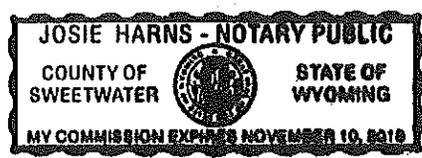
THE STATE OF WYOMING }
County of Sweetwater } ss

On this 7th day of August, 2016, before me, personally appeared

Shirley Delambert, 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 her free act and deed.

My commission expires
November 10, 2018

Josie Harns
Notary Public, Wyoming



Wyoming



Western Surety Company

OFFICIAL BOND AND OATH

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 55030531

That we Tim Sheehan

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

unto _____, the State of Wyoming, in the penal

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

Dated this 27th day of April, 2016.

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

Appointed

Principal was duly Elected to the office of Treasurer

in the of Sweetwater County Recreation Board

and State aforesaid for the term beginning August 24, 2016, and ending

August 24, 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.

Tim V. Sheehan

Principal

WESTERN SURETY COMPANY

By Paul T. Bruyat

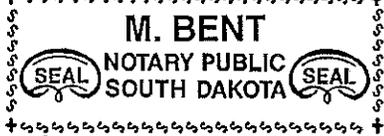
Paul T. Bruyat, Vice President

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA }
County of Minnehaha } ss

On this 27th day of April, 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.



My Commission Expires March 2, 2020

M. Bent

Notary Public

OATH OF OFFICE

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

L. N. SDR

State of Wyoming }
County of Sweetwater } ss

This Oath of Office was subscribed and sworn to before me by Tim Sheehan on this 1st day of August, 2016. My commission expires: 01-07-2019 term



Steven Dauda
Notary Public Wyoming County Clerk

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF WYOMING }
County of Sweetwater } ss

On this 1st day of August, 2016, before me, personally appeared

Tim Sheehan

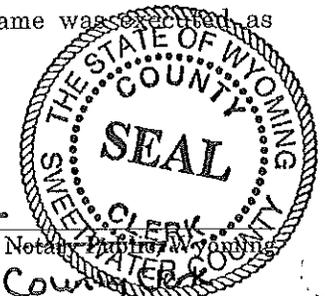
, to me known to be the person described in and who executed the foregoing instrument as Principal, and acknowledged that the same was executed as

his

free act and deed.

My ~~commission~~ term expires

January 7, 2019



Steven Dauda

Notary Public Wyoming County Clerk

Authorization for Abate/Rebate of Ad Valorem Taxes

September 6, 2016

NOVC	TAXPAYER	ACCOUNT	TAX DIST	VALUATION	TAX YEAR	ADJUSTMENTS	REASON	A/R NUMBER
	SEARLE BENJAMIN	105526	251	-506	2014	-38.11	HAULED TO DUMP	9116
	SEARLE BENJAMIN	105526	251	-486	2015	-36.41	HAULED TO DUMP	9216
	MARTINEZ MOTO HECTOR JAVIER	140441	153	-396	2011	-28.38	NOT IN COUNTY	9316
	MARTINEZ MOTO HECTOR JAVIER	140441	153	-400	2012	-28.60	NOT IN COUNTY	9416
	MARTINEZ MOTO HECTOR JAVIER	140441	153	-416	2013	-29.87	NOT IN COUNTY	9516
	MARTINEZ MOTO HECTOR JAVIER	140441	153	-444	2014	-32.00	NOT IN COUNTY	9616
	ERHART MICHAEL A SR & HOLLY	104268	151	-422	2015	-30.51	NOT IN COUNTY	9716
2016-0472	ANADARKO E&P ONSHORE LLC	63952	200	-107	2014	-7.20	DOR	9816
2016-0505	SWEPI LP	151742	100	-182,442	2014	-11,690.34	DOR	9916
2016-0481	MARATHON OIL CO	49244	100	-186	2015	-12.14		91016

BOARD OF COUNTY COMMISSIONERS

MEETING REQUEST FORM

Meeting Date Requested: TUESDAY, SEPTEMBER 6, 2016	Presenters Name & Title: DALE DAVIS, COUNTY CLERK
Department or Organization: COUNTY CLERK'S OFFICE	Contact Phone and E-mail:
Exact Wording for Agenda: NEWSPAPER PUBLICATION FOR EMPLOYEE SALARIES, NAMES & POSITIONS FOR JULY 2016	Preference of Placement on Agenda & Amount of Time Requested for Presentation:
Will there be Handouts? (If yes, include with meeting request form) YES	Will handouts require SIGNATURES: YES
Additional Information:	

• **INSTRUCTIONS**

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

Sweetwater County WY

Public Salary Disclosure

Pursuant to Wyoming Statute 18-3-516(b) - Publication of name, position and gross monthly salary of each full-time employee and each elected official.

Department	Position Desc	Employee Name	Monthly Salary
COUNTY COMMISSIONERS	COUNTY COMMISSIONER	WALLY J JOHNSON	2500.00
	COUNTY COMMISSIONER	JOHN K KOLB	3000.00
	COUNTY COMMISSIONER	GEORGE VAN MATRE	2500.00
	COUNTY COMMISSIONER	RANDAL M WENDLING	3000.00
	COUNTY COMMISSIONER	REID O WEST	3000.00
ENGINEERING	PUBLIC WRKS DIRECTOR	GENE LEGERSKI	9583.33
	ASST CO ENGINEER	KYLE L HOWE	5644.42
	PRFLNDSURV/CO SURVYR	ROBERT J ROBINSON	6050.40
	MAPPING TECH	SHARON J FISHER	4933.47
CUSTODIAL	LEAD CUSTODIAN	KAREN L BAILEY	5029.26
	CUSTODIAN	KATY BLIGH	2880.38
	CUSTODIAN	NORMA J CERVANTES	2796.49
	CUSTODIAN	DOYL A CLARK	2796.49
	CUSTODIAN	SCOTT W COLPITTS	2880.38
	CUSTODIAN	SEAN L DAVIS	2966.80
	CUSTODIAN	MARY C DILLARD	3339.15
	CUSTODIAN	CRISTOFER D PHILLIPS	2796.49
	CUSTODIAN	LEONARD J SANCHEZ	2796.49
	CUSTODIAN	JACKIE L SIMMONS	2796.49
FACILITIES MAINTENANCE	FACILITIES MANAGER	CHARLES E RADOSEVICH	7653.59
	MAINT SUPERVISOR	MARK A BISH	5280.74
	BLDG/MAINT WORKER	DUANE E DOMSON	4428.81
	BLDG/MAINT WORKER	JOHN R MCDERMOTT	4299.83
	BLDG/MAINT WORKER	RICKEY L ROCKEY	4428.81
	BLDG/MAINT WORKER	CURTIS A SANDBAK	4174.58
	BLDG/MAINT WORKER	JOHN C VALENCIANO	4299.83
	CUSTODIAN	DAWN M WILLSON	2966.80
FIRE MARSHALL	FIRE WARDEN	MICHAEL K BOURNAZIAN	6437.50
	ASST FIRE WARDEN	TOD J HUNT	4211.94
	ENGINE BOSS	SETH H YEARY	3638.44
FLEET/VEHICLE MAINTENANCE	MECHANIC SUPRVSR	JAMES A DANIEL	5439.16
	MECHANIC	PHILIP S BROWN	4602.48
GRANTS ADMINISTRATION	GRANTS MANAGER	KRISENA L MARCHAL	7394.65
HUMAN RESOURCES	HR DIRECTOR	GARRY A MCLEAN	7430.74
	HR SPECIALIST	STEFANIE C BOLING	4383.34

	HR SPECIALIST	BRENDA L RAE L	5126.91	
INFORMATION TECHNOLOGY	IT DIRECTOR	TIMOTHY V KNIGHT	7895.15	
	INFO SECURITY PRFSNL	MYRON W COOKE	5652.43	
	NTWRK ADMINISTRATOR	MIKE T HART	5652.43	
	PC SUPPORT TECH	JACOB CHAMBERS	3676.19	
	SYST ADMINSTRATOR	KARSON C COLE	5487.80	
	SYSTEMS ADMINISTRATR	JEFFREY D BROWN	5652.43	
JUVENILE PROBATION	JUV PROB DIRECTOR	KARIN L KELLY	6343.30	
	JUV PROB SECRETARY	DIANA L FRITZLER	3681.43	
	PROBATION AGENT	EMILY A LOPEZ	3934.95	
	PROBATION AGENT	DIANA C MELTON	3934.95	
	PROBATION AGENT	TORI Z ROBERT	4052.99	
	TRUANCY CASE MANAGER	KAREN M MCCARTNEY	3569.12	
	YOUTH CASE MANAGER	KYLE E GASAWAY	4174.58	
LAND USE	LAND USE DIRECTOR	ERIC C BINGHAM	7665.19	
	CODE ENFRCMNT SPCLST	JAMES C ZIMMERMAN	5074.22	
	P&Z TECHNICIAN	CYNTHIA S SHEEHAN	4095.08	
	PUBLIC LANDS PLANNER	MARK KOT	7653.59	
PURCHASING	PURCHASING MANAGER	MARJORIE K DERNOVICH	7430.74	
	PURCH/INV CLERK	AUSTIN G MOFFITT	3083.14	
	PURCH/INV CLERK	BEVERLY A MURPHY	3270.91	
	SENIOR BUYER	MARILYN B NOMIS	5180.16	
	WRHSE/INVNTRY CTRLR	ERIN E WYANT	4383.34	
ROAD AND BRIDGE	FOREMAN	ANTHONY S CARSON	5439.16	
	FOREMAN	ROBERT W VANVALKENBURG	5439.16	
	ADMIN ASST	CHERI A MCMURRY	3940.61	
	EQUIP OPERATOR	GLENN M BOYCE	4428.81	
	EQUIP OPERATOR	DAVID GIL	4428.81	
	EQUIP OPERATOR	WILLIAM J HAECK	3934.95	
	EQUIP OPERATOR	PAUL R HESTER	4428.81	
	EQUIP OPERATOR	MARK A JUSTESEN	4299.83	
	EQUIP OPERATOR	REIJO K KOIVUSAARI	4174.58	
	EQUIP OPERATOR	DEWEY D LAMB	4299.83	
	EQUIP OPERATOR	DANIEL J LEE	4428.81	
	EQUIP OPERATOR	JEREMY A LOWSETH	3934.95	
	EQUIP OPERATOR	RAYMOND D MCFARLAND	4174.58	
	EQUIP OPERATOR	GARLAND R MCMARTIN	4698.53	
	EQUIP OPERATOR	RONALD A NOBLE	4561.68	
	EQUIP OPERATOR	PATRICK S O'BRIEN	4052.99	
	EQUIP OPERATOR	MARK A PARKER	4428.81	
	EQUIP OPERATOR	DAVID M PIVIK	4299.83	
	EQUIP OPERATOR	JOSHUA M ROBERT	4299.83	
	EQUIP OPERATOR	PHILIP C SMITH	4299.83	

	EQUIP OPERATOR	CHRISTOPHER K WEST	4174.58
	EQUIP OPERATOR	KENNETH L WEST	4428.81
	EQUIP OPERATOR	ARTHUR J WILLIAMS	4698.53
	MAPPING/SIGN SPCLST	DONNA L EVANS	3270.91
	MECHANIC	MATTHEW K CARTER	5439.16
	MECHANIC	KEITH W HEIKES	4740.56
VETERANS SERVICES OFFICE	VSO OFFICER	CHERYL K ALLEN	4794.31
	VSO OFFICER	SYLVIA ESQUIBEL	3024.42
	VSO OFFICER	HAZEL I KOENIG	2936.33
	VSO OFFICER	NANCY A STAFFORD	2936.33
COUNTY ASSESSOR	COUNTY ASSESSOR	PATRICIA W DRINKLE	8333.33
	CHIEF DEPUTY-ASSESS	DAVID S DIVIS	7083.33
	DEPUTY-APP TECH	KATELYN S BEFUS	3537.51
	DEPUTY-APP TECH	GAIL A FORTUNA	3752.94
	DEPUTY-APP TECH	SAMANTHA L MAMALIS	2663.34
	DEPUTY-APP TECH	JILL C MILLER	3643.62
	DEPUTY-APP TECH	PATRICIA A MOODY	4474.79
	DEPUTY-APP TECH	JOE D SANCHEZ	3537.51
	DEPUTY-APP TECH	MARIANNE STACEY	3825.83
	DEPUTY-APP TECH	LORRAINE G STEVENS	3434.46
COUNTY ATTORNEY	COUNTY ATTORNEY	DANIEL E ERRAMOUSPE	8333.33
	DEP CNTY & PROS ATTY	KRISTI L CAMPBELL	5536.97
	DEP CNTY & PROS ATTY	LORA E COOPER	7278.78
	DEP CNTY & PROS ATTY	DAMON A DEBERNARDI	6287.69
	DEP CNTY & PROS ATTY	LAUREN R RADAKOVICH	6476.29
	DEP CNTY & PROS ATTY	GARY E REDENTE	7066.78
	DEP CNTY & PROS ATTY	ROBERT J REESE	7066.78
	DEP CNTY & PROS ATTY	JAMES P SCHERMETZLER	7497.19
	DEP CNTY & PROS ATTY	ESTES D STOUT	6167.94
	DEP CNTY & PROS ATTY	TERESA S THYBO	7872.08
	INVESTIGATOR	ROBERT W MIZEL	4783.08
	LEGAL SECRETARY	TONI J BELCHER	3083.14
	LEGAL SECRETARY	VIRGINIA K BODYFELT	3083.14
	LEGAL SECRETARY	KRYSTLE D BRITT	3860.02
	LEGAL SECRETARY	SUSAN M JACKSON	4217.93
	LEGAL SECRETARY	AMANDA A LEE	3975.81
	LEGAL SECRETARY	SHARI J MCKEE	3975.81
	LEGAL SECRETARY	JACQUELYN L MORRISON	4095.08
	LEGAL SECRETARY	DANEA M PISTONO	4095.08
	OFFICE MANAGER	BILLIE J EDWARDS	4299.83
	VICTIM/WITNESS COORD	LISA M BUNNING	4052.99
	VICTIM/WITNESS COORD	KATHLEEN X PARKER	4174.58
COUNTY CLERK	COUNTY CLERK	STEVEN D DAVIS	8333.33
	CHIEF DEPUTY	VICKIE EASTIN	7083.33
	DEPUTY	GLENDA L EDGMON	5383.23

	DEPUTY	ANITA R FREY	4977.59
	DEPUTY	JENNIFER L COMER	3083.14
	DEPUTY	CINDY R PETERSEN	3681.43
	DEPUTY	ROSE M CLAXTON	3369.05
	DEPUTY	RHODA F KASCOLI	3115.16
	DEPUTY	DONNA J WARDELL	3714.39
	DEPUTY	FRANCES S ANDIKOETXEA	3270.91
	DEPUTY	JESKA L BRUCE	3083.14
	DEPUTY	VIRGINIA M LACY	4058.80
	DEPUTY	MINDY C LARSEN	3369.05
	DEPUTY	JOYCE E LATHAM	3369.05
	DEPUTY	LINDA D SCOTT	3270.91
	DEPUTY	KERRY F SHAW	3574.20
	DEPUTY	BROOKE N TALBOTT	3434.46
FINANCIAL MANAGEMENT	DEPUTY	BONNIE BERRY	8566.96
COMMISSIONER SUPPORT	DEPUTY	SALLY K SHOEMAKER	3975.81
ELECTIONS	DEPUTY	SHARON R DAVIS	3270.91
CLERK OF DISTRICT COURT	CLERK OF DIST COURT	DONNA L BOBAK	8333.33
	CHIEF DEPUTY-CKDIST	BELINDA K BRIDEWELL	7083.33
	COURT CLERK	HOLLIE N BRAMWELL	2850.81
	COURT CLERK	LAURA S FRANK	2936.33
	COURT CLERK	RHONDA L JORDAN	3024.42
	COURT CLERK	JANET C PALM	3752.94
	COURT CLERK	CORINNA L SHELTON	3115.16
	COURT CLERK	BEVERLY A VALENCIA	3537.51
COUNTY CORONER	COUNTY CORONER	DALE S MAJHANOVICH	5416.66
COUNTY SHERIFF	COUNTY SHERIFF	MICHAEL F LOWELL	8333.33
	ADMIN ASST/OFFC MGR	PATRICIA L STICKNEY	4555.20
	ADMIN SGT	DAVID M JOHNSON	6231.80
	CAPTAIN	RICKIE D HAWKINS	7004.16
	CAPTAIN	JASON J LOVE	7214.29
	CLERK	REBECCA A CREAGER	3208.60
	COURT SEC CORPORAL	ANTHONY J NIEMIEC	5383.23
	COURT SECURITY	RANDALL J BINGHAM	5126.91
	COURT SECURITY	CURTIS CHRISTENSEN	4977.59
	COURT SECURITY	RONALD L COVEY	4832.61
	COURT SECURITY	BRADLEY R FREEMAN	4977.59
	COURT SECURITY	FREDERICK J MOCZULSKI	4977.59
	DETECTIVE	RICHARD C BLUST	5711.10
	DETECTIVE	JERRY D GLASSCOCK	5383.23
	DETECTIVE	JASON E MOWER	5074.22
	DETECTIVE	STEVEN S POWELL	5226.44
	DETECTIVE SGT	JOSEPH A TOMICH	5762.22
	INV.ASST/EVID TECH	CHELSIE L TIPTON	3975.81

PATROL CORPORAL	MATTHEW E BARTOLOTTA	5226.44	
PATROL CORPORAL	MICHELLE N HALL	5226.44	
PATROL CORPORAL	STEPHEN F PALADINO	5074.22	
PATROL CORPORAL	JEFF A SHEAMAN	5074.22	
PATROL DEPUTY	AMANDA D BULLER	4131.70	
PATROL DEPUTY	BRANDY J DICK	4832.61	
PATROL DEPUTY	GARY D FREY	4977.59	
PATROL DEPUTY	DAVID O HENDERSON	3934.95	
PATROL DEPUTY	RICHARD F KAUMO	4691.85	
PATROL DEPUTY	TREVOR D KIRKWOOD	4832.61	
PATROL DEPUTY	MICHAEL S KLAPEL	4977.59	
PATROL DEPUTY	MARIE B MAMMANO	3820.35	
PATROL DEPUTY	MICHAEL A MERKLEY	4977.59	
PATROL DEPUTY	DEREK A MORRELL	4832.61	
PATROL DEPUTY	SCOTT A MORRIS	4832.61	
PATROL DEPUTY	TODD S POPPIE	4422.51	
PATROL DEPUTY	JAMES H RHEA	4131.70	
PATROL DEPUTY	JENNETTE R ROZMUS	4555.20	
PATROL DEPUTY	AARON J SPRECHER	4832.61	
PATROL DEPUTY	CHRIS A SUTTON	4011.36	
PATROL DEPUTY	BRAD R WALLENDORFF	4977.59	
PATROL DEPUTY	MATTHEW T WHARTON	4977.59	
PATROL EQUIP COORD	JOANN L GUSTKE	3506.12	
PATROL LT	JOHN M GROSSNICKLE	6543.60	
PATROL SGT	RICHARD P FISCHER	5594.38	
PROCESS SERVER	JEANNIE L DEMAS	4058.80	
PROCESS SERVER	DEBRA K TARUFELLI	3606.22	
RECORDS MANAGER	ALICIA E TUCKER	3537.51	
WARRANTS MANAGER	TERESA M ACKERMAN	3574.20	
COUNTY DETENTION CENTER	CAPTAIN	BRETT A STOKES	7653.59
	CLERK	YASMIN C HAMILTON	3115.16
	CONTROL ROOM WORKER	BONNIE S BURKHOLDER	3208.60
	CONTROL ROOM WORKER	KATHERINE M BYERS	3115.16
	CONTROL ROOM WORKER	KELLY L CURELL	3115.16
	CONTROL ROOM WORKER	ANGELA R GOWING	2936.33
	CONTROL ROOM WORKER	VERNON E HENNESAY	3024.42
	CONTROL ROOM WORKER	SARAH R HUMPHRIES	3208.60
	CONTROL ROOM WORKER	ANGELA M LOCKE	3115.16
	CONTROL ROOM WORKER	TERRIE J TAYLOR	3115.16

	CONTROL ROOM WORKER	CRYSTAN R WILKINSON	2936.33
	DETENTION CORPORAL	PATRICK K MCGOWAN	5074.22
	DETENTION CORPORAL	ANDREW G MOFFATT	5226.44
	DETENTION CORPORAL	CANDACE R RAMOS	5074.22
	DETENTION CORPORAL	SHELLI J ROY	5226.44
	DETENTION CORPORAL	TAMI T ROYLANCE	5226.44
	DETENTION LT	RUTH C LOPEZ	6543.60
	DETENTION OFFICER	BOBBY R ALLISON	4691.85
	DETENTION OFFICER	NORMAN E BATES	4832.61
	DETENTION OFFICER	MICHAEL W BEHRENS	4691.85
	DETENTION OFFICER	KEITH A BRAMWELL	4832.61
	DETENTION OFFICER	MARIE C BROWN	4832.61
	DETENTION OFFICER	BECKY A BUTTERFIELD	4977.59
	DETENTION OFFICER	FOREST H BYERS	4977.59
	DETENTION OFFICER	STEPHANIE L CASSIDY	4131.70
	DETENTION OFFICER	DEAN C DAWES	4255.65
	DETENTION OFFICER	KARI D FACINELLI	4832.61
	DETENTION OFFICER	JOHN C HANSEN	4383.34
	DETENTION OFFICER	JOANNA L HOOD	4131.70
	DETENTION OFFICER	KEVIN B HOTCHKISS	4832.61
	DETENTION OFFICER	KARI J HUBERT	4832.61
	DETENTION OFFICER	DARREN J LAURA	4832.61
	DETENTION OFFICER	ELIZABETH I LOPEZ	4977.59
	DETENTION OFFICER	LEELAND J REESE	4977.59
	DETENTION OFFICER	SCOTT A SCHULTZ	4422.51
	DETENTION OFFICER	DWAINE K SHAFE	4832.61
	DETENTION OFFICER	SHAUNA R WEBER	4832.61
	DETENTION OFFICER	MATTHEW J WEBER	4977.59
	DETENTION SGT	GERALD R CARR	5594.38
	DETENTION SGT	HAROLD R HAMILTON	5594.38
	DETENTION SGT	MANDI R HAWKINS	5762.22
	DETENTION SGT	HEATHER L YARRINGTON	5762.22
	FOOD SERVICE WORKER	MARGARET L HENNESAY	2536.49
	FOOD SERVICE WORKER	ERIN O RANGER	2771.69
	FOOD SERVICE WORKER	TRUDY K TORREZ	2690.97
	KITCHEN MANAGER	RICHARD F DANSEREAU	4882.79
	OFFICE MANAGER	BECKY A SANCHEZ	3975.81
	REGISTERED NURSE	NATALIE K ANDERSON	5375.62
	REGISTERED NURSE	TENNY DAVIS	5375.62
	REGISTERED NURSE	JESSICA R MARSHALL	5536.89
EMERGENCY MGMT/HOMELAND SECRTY	EMER MGT COORD	JUDY K RODERICK	4977.66
	EMERG MGT ASST COORD	TAMARA S TWITCHELL	3860.02
ANIMAL CONTROL	ANIMAL CTRL OFFICER	TRACY A HAFNER	3825.83
	ANIMAL CTRL OFFICER	CHRISTINE L THOMAS	3606.22

DUI SUPERVISED PROB COUNTY TREASURER	DSP CASEWORKER	KIMMIE L DIEHL ROUSE	4052.99
	COUNTY TREASURER	ROBERT D SLAUGHTER	8333.33
	CHIEF DEPUTY-TREAS	SUE L SANCHEZ	7083.33
	DEPUTY-LICENSE CLERK	LYNNE P CLARK	3024.42
	DEPUTY-LICENSE CLERK	RHONDA L JOHNSON	3024.42
	DEPUTY-LICENSE CLERK	VALERIE R KNIGHT	3024.42
	DEPUTY-LICENSE CLERK	LISA J MARSING	3115.16
	DEPUTY-LICENSE CLERK	PAMELA S NELSEN	3403.99
	DEPUTY-LICENSE CLERK	ANITA M TODD	4095.08
	DEPUTY-MOTOR VEH SUP	LONA K LATORRE	4882.79
	DEPUTY-TAX ACCT SPEC	LYNNE M BURROLA	4058.80
	DEPUTY-TAX SUPERVSR	SHELLEY A RUST	4428.81

NOTE: ALL SALARIES ARE LISTED AS GROSS MONTHLY SALARIES OR ACTUAL MONTHLY WAGES, NOT INCLUDING ANY FRINGE BENEFITS SUCH AS HEALTH INSURANCE COSTS, LIFE INSURANCE BENEFITS AND PENSION PLANS. SALARIES OR WAGES DO NOT INCLUDE ANY OVERTIME THE EMPLOYEE MAY EARN WHICH WOULD BE PAID BY SWEETWATER COUNTY.

THE BOARD OF COUNTY COMMISSIONERS OF
SWEETWATER COUNTY, WYOMING

WALLY J. JOHNSON, CHAIRMAN

JOHN K. KOLB, MEMBER

DONALD VAN MATRE, MEMBER

RANDAL M. WENDLING, MEMBER

REID O. WEST, MEMBER

ATTEST:

STEVEN DALE DAVIS, COUNTY CLERK

BOARD OF COUNTY COMMISSIONERS

MEETING REQUEST FORM

Meeting Date Requested: September 6, 2016	Presenters Name: Bonnie Berry
Department or Organization: County Clerk's office	Contact Phone and E-mail: (307) 872-3762
Exact Wording for Agenda: Approval of Human Service Contracts	Preference of Placement on Agenda & Amount of Time Requested for Presentation: 5 mins - Action Item
Will there be Handouts? (If yes, include with meeting request form) Yes	Will handouts require SIGNATURES: Yes
Additional Information:	

INSTRUCTIONS:

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

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

THIS AGREEMENT made and entered into by and between the County of Sweetwater, Wyoming, 80 West Flaming Gorge Way, Green River, Wyoming, 82935-4250, and the Food Bank of Sweetwater County, 90 Center Street, Rock Springs, Wyoming 82901-5122.

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 Food Bank of Sweetwater County hereinafter "FOOD BANK", 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 FOOD BANK 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. FOOD BANK agrees to provide the following services to residents of Sweetwater County:
 - a. Provide food and nutritional counseling for low-income individuals.
 - b. Provide food to low-income individuals.
 - c. Provide other such necessary and proper services which are consistent with

FOOD BANK'S Mission Statement.

3. Funding. THE COUNTY has budgeted, appropriated, or otherwise made available up to a maximum amount of \$19440.00 for FOOD BANK 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 FOOD BANK'S compliance with the terms and conditions of this Agreement.
4. Payments. The parties hereto mutually agree that FOOD BANK 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 FOOD BANK: FOOD BANK shall:
 - a. Use the budgeted, allocated and appropriated funds only to provide the services specified herein.
 - b. Insure that the staff hired by FOOD BANK 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 FOOD BANK 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. FOOD BANK may use executive sessions for the discussion of personnel or client matters where permitted by applicable law.

g. Allow THE COUNTY to examine FOOD BANK'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 FOOD BANK 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 FOOD BANK as necessary with respect to the completion of FOOD BANK responsibilities under this Agreement.

b. Make regular payments to FOOD BANK based on vouchers received from FOOD BANK, up to the total maximum amounts allocated pursuant to this

Agreement, subject to the budgeting, allocation and availability of funds and to FOOD BANK'S compliance with the terms and conditions of this Agreement.

7. Indemnification. FOOD BANK 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 FOOD BANK, 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. FOOD BANK Status. FOOD BANK represents that it is managed by its own independent board of trustees.
10. Assignment. FOOD BANK 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 FOOD BANK 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 FOOD BANK:

Food Bank of Sweetwater County
90 Center Street
Rock Springs, Wyoming 82901-5122

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.

FOOD BANK OF
SWEETWATER COUNTY

By: Hennis Bracthwaite
Title: BOARD CHAIRMAN

ATTEST:

Andrea K. Johnson
Title: Board Secretary

BOARD OF COUNTY COMMISSIONERS

MEETING REQUEST FORM

Meeting Date Requested: 9/6/16	Presenters Name & Title: Cassandra Crumpton Community Prevention Specialist
Department or Organization: Sweetwater County Prevention Management Organization of Wyoming	Contact Phone and E-mail: ccrumpton@pmowyo.org 307-389-7364
Exact Wording for Agenda: Suicide Prevention Awareness Month Proclamation	Preference of Placement on Agenda & Amount of Time Requested for Presentation: where appropriate and up to 10 minutes long
Will there be Handouts? (If yes, include with meeting request form) Yes	Will handouts require SIGNATURES: yes please
Additional Information:	
I would like to update commissioners on the progress of evidence based suicide prevention training in the county as well as share Sweetwater PMO's strategic plan to address Suicide Prevention Efforts in Sweetwater County for the 2016/2017 fiscal year	

• **INSTRUCTIONS**

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

**PROCLAMATION FOR
SUICIDE PREVENTION MONTH SEPTEMBER, 2016**

WHEREAS, in the United States, one person dies by suicide every 12.8 minutes, with 41,149 deaths by suicide in our country;

WHEREAS, in our country, suicide is the second leading cause of death for 15-24 year olds, and is the 10th leading cause of death for people of all ages;

WHEREAS, each person's death by suicide intimately affects at least six other people, with more than 200,000 newly bereaved each year;

WHEREAS, in 2014, 120 Wyoming residents died by suicide, and several thousand friends and family members were changed forever by losing those people;

WHEREAS, the Wyoming Department of Health, along with the Prevention Management Organization of Wyoming, urges that all Sweetwater residents:

1. Recognize suicide as a significant public health problem in Wyoming and declare suicide prevention a statewide priority;
2. Support the development of accessible behavioral health services for all, implementing national best practices in reducing suicide risk for people of all ages and backgrounds;
3. Acknowledge that no single suicide prevention effort will be sufficient or appropriate for all populations or communities and;
4. Encourage initiatives based on the goals and activities contained in the 2014-2016 Wyoming State Suicide Prevention Plan, which calls for a goal of training 10 percent of Wyoming's adults in suicide prevention within five years.

WHEREAS, far too many Wyoming residents die by suicide each year, and most of these deaths are preventable;

THEREFORE IT BE RESOLVED that, we, the Sweetwater County Board of County Commissioners, do hereby designate September, 2016, as "Suicide Prevention Month" in Sweetwater County and urge not only Sweetwater County residents, but all Wyoming citizens to learn how they can help - because Suicide Prevention Is Everyone's Business.

Signed this 6th day of September, 2016.

The Sweetwater County Board of
County Commissioners

Wally J. Johnson, Chairman

John K. Kolb, Member

Donald Van Matre, Member

Randal M. Wendling, Member

Attest:

Steven Dale Davis, County Clerk

Reid O. West, Member

Sally Shoemaker

From: Cassandra Crumpton <ccrumpton@pmowyo.org>
Sent: Thursday, August 04, 2016 2:18 PM
To: Sally Shoemaker
Subject: September Suicide Prevention Awareness Month proclamation request
Attachments: SPxProclaimSWC.docx

Hello!

I am writing to request to be placed on the agenda in September to present/request a suicide prevention awareness month proclamation from the County Commissioners.

I've included a draft version of the aforementioned proclamation.

Please let me know what else I need to do!

Thank you very much,

Cassandra Crumpton

Community Prevention Specialist

Prevention Management Organization of Wyoming, Sweetwater County Office

155 Broadway Rock Springs, WY 82901

(307)389-7364 <http://sweetwaterpmo.org/>

BOARD OF COUNTY COMMISSIONERS

MEETING REQUEST FORM

Meeting Date Requested: <i>Sept. 6th, 2016</i>	Presenters Name & Title: <i>Eugene T. Joyce President</i>
Department or Organization: <i>Wy. Horse Racing LLC</i>	Contact Phone and E-mail: <i>307-708-2331</i>
Exact Wording for Agenda: <i>Resolution to renew County Approval of Pari-Mutuel Wagering</i>	Preference of Placement on Agenda & Amount of Time Requested for Presentation: <i>Before Noon. 10 Minutes</i>
Will there be Handouts? (If yes, include with meeting request form) <i>Proposed Resolution Attached to Request</i>	Will handouts require SIGNATURES: <i>Resolution - yes</i>
Additional Information:	

• **INSTRUCTIONS**

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

RESOLUTION 16-09-CC-02
A RESOLUTION APPROVING WYOMING HORSE RACING LLC TO
CONDUCT PARI-MUTUEL WAGERING ON LIVE HORSE RACING,
HISTORIC HORSE RACING AND SIMULCAST EVENTS WITHIN
SWEETWATER COUNTY, WYOMING.

WHEREAS, the Wyoming State Legislature passed and the Governor of the State of Wyoming signed into law changes to Wyoming Statutes, Title 11, Chapter 25, to allow for the addition of pari-mutuel wagering on historic horse races; and,

WHEREAS, the Wyoming Pari-Mutuel Commission has adopted rules that were effective on July 31, 2013 regulating the addition of pari-mutuel wagering on historic races; and

WHEREAS, Wyoming Horse Racing, LLC currently holds the necessary and appropriate permits issued by the Wyoming Pari-Mutuel Commission to operate Off Track Betting Parlors in the State of Wyoming; and,

WHEREAS, Wyoming Horse Racing, LLC is desirous of continuing their operations in Sweetwater County that includes pari-mutuel wagering on live horse racing, historic horse racing and simulcast events; and,

WHEREAS, Wyoming Horse Racing, LLC has entered into a mutually beneficial agreement with the recognized horsemen's group, the Wyoming All Breeds Racing Association; and,

WHEREAS, the Sweetwater County Board of Commissioners recognize the economic benefit to the County through the expansion of live horse racing; and,

WHEREAS, the Sweetwater County Board of Commissioners recognize the benefit to the horse industry of Sweetwater County through the expansion of live horse racing; and,

WHEREAS, it is through the revenue derived from the Off Track Betting Parlors that allows the expansion of live racing.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF THE COUNTY OF SWEETWATER, WYOMING:

That the Sweetwater County Board of Commissioners approves Wyoming Horse Racing LLC to conduct Pari-mutuel wagering on live horse racing, historic horse racing and simulcast events in Sweetwater County, Wyoming.

RESOLVED this 6th Day of September, 2016

BOARD OF COUNTY COMMISSIONERS
SWEETWATER COUNTY, WYOMING

Wally J. Johnson, Chairman

John K. Kolb, Member

Don Van Matre, Member

Randal M. Wendling, Member

Reid O. West, Member

ATTEST:

Steven Dale, Davis, County Clerk

BOARD OF COUNTY COMMISSIONERS

MEETING REQUEST FORM

Meeting Date Requested: September 6, 2016	Presenters Name & Title: Donna Lee Bobak Clerk of District Court
Department or Organization: Clerk of District Court	Contact Phone and E-mail: 307.872.3820 bobakd@sweet.wy.us
Exact Wording for Agenda: Signature for Cooperative Agreement with Department of Family Services	Preference of Placement on Agenda & Amount of Time Requested for Presentation: Late morning; 15 minutes or less
Will there be Handouts? (If yes, include with meeting request form) Yes	Will handouts require SIGNATURES: Yes
Additional Information:	

• **INSTRUCTIONS**

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



WYOMING DEPARTMENT *of*
Family Services

2300 Capitol Avenue
Hathaway Bldg, 5th Fl. Ste C
Cheyenne, WY 82002-0490
Tel: 307.777.7328
Fax: 307.777.5588
dfsweb.wyo.gov

August 2, 2016

Sweetwater County Clerk of District Court
ATTN: Donna Lee Bobak
80 West Flaming Gorge
Green River, WY 82935

RE: Cooperative Agreement Between the Wyoming Department of Family Services and Sweetwater County Clerk of District Court

Dear Ms. Bobak:

Please find enclosed the **original** Cooperative Agreement Between the Wyoming Department of Family Services and Sweetwater County Clerk of District Court, for your review and signature.

After the agreement has been signed, please return the **original agreement in its entirety with original signatures** in the enclosed self-addressed envelope. Once the agreement has been fully executed, a copy of the agreement in its entirety will be forwarded for your files.

Should you have any questions or concerns regarding the agreement contents, please contact Kristie Langley, the contract manager at (307)777-6031 or via email at kristie.langley@wyo.gov.

Any other questions you may have, please contact the undersigned at (307)777-7328 or via email at nina.henry@wyo.gov.

Thank you for your anticipated cooperation in this matter.

Sincerely,

A handwritten signature in blue ink that reads "Nina Henry".

Nina Henry
Benefit Eligibility Specialist II

NH/Enclosure: as stated

**Cooperative Agreement for Responsibilities Between
The Wyoming Department of Family Services
Child Support Enforcement
and
Sweetwater County Clerk of District Court**

1. **Parties.** The parties to this Cooperative Agreement (hereinafter referred to as Agreement) are the Wyoming Department of Family Services, whose address is 2300 Capitol Ave, Hathaway Bldg., 5th Flr., Ste. C, Cheyenne, Wyoming 82002-0490 (hereinafter referred to as DFS), and Sweetwater County Clerk of the District Court, whose address is 80 West Flaming Gorge, Green River, Wyoming 82935 (hereinafter referred to as CDC).

2. **Purpose of Agreement.** The purpose of this Agreement is to delineate the consensual responsibilities between DFS and CDC, for all responsibilities except receipt and distribution of payments, according to federal law, rules, and policies regarding Title IV-D of the Social Security Act as amended.

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

A. This Agreement is effective when all parties have executed it and all required approvals have been granted (Effective Date). The term of this Agreement is from July 1, 2016 or the Effective Date, whichever is later, through June 30, 2017. All services shall be completed during this term. There is no right or expectation of renewal and any renewal will be determined at the discretion of the Department of Family Services.

B. By law, agreements for professional or other services must be approved as to form by the Attorney General and approved by Administration and Information Procurement, Wyo. Stat. § 9-1-403(b)(v), and all agreements for services costing over One Thousand Five Hundred Dollars (\$1,500.00) must be approved by the Governor or his designee as well, Wyo. Stat. § 9-2-1016(b)(iv).

4. **Payment.** DFS and CDC agree there shall be no payment to CDC for services described herein.

A. The State will maintain computer hardware and Parental Obligation System for Support Enforcement (POSSE) within each CDC office to afford the court ready access to child support enforcement data. CDC may retain these resources as long as the Agreement remains in force.

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5. Responsibilities of CDC

Subject to available funding and staffing, the CDC agrees to assume the following responsibilities:

A. Use the automated statewide child support computer system, known as POSSE, as the exclusive system to:

(i) Enter all child support orders and/or divorce decrees which specify payment of child or medical support whether the case is IV-D or non-IV-D.

(ii) Enter all modifications to child support orders and/or divorce decrees which specify payment of medical or child support whether the case is IV-D or non-IV-D.

(iii) Enter all abatements concerning child support orders and/or divorce decrees which specify payment of medical or child support whether the case is IV-D or non-IV-D.

(iv) Enter all necessary information, including social security number, residential and mailing addresses, telephone numbers, and driver's license number, as well as the name, address and telephone number of any employers, for each party to any paternity or child support proceedings upon entry of an order and to update this information when informed of changes.

(v) Enter all voluntary paternity acknowledgments and all adjudications of paternity by judicial processes, including non-IV-D cases.

B. Provide customer service and furnish information to any custodial parent involved in a child support case, in a timely manner, when requests are made regarding the status of child support payments and/or child support arrearages.

C. All questions regarding IV-D child support payments or non IV-D wage withholding payments on orders entered after January 1, 1994 may be referred to the State Single Address Location. Enforcement questions may be referred to the appropriate enforcement district.

D. Provide up-to-date reporting of child support data to the Court, as required by the Court.

E. Cooperate with DFS and state enforcement districts to meet federal child support enforcement requirements.

F. Assure that all personnel authorized access to POSSE sign a Statement of Confidentiality Form (Attachment A), Non-Disclosure Oath and Certification on Need to Know Parental Obligation System For Support Enforcement (POSSE)

(Attachment B), Statement of Disclosure (Attachment C), Electronic Transmission of Federal Tax Information (FTI) Policy (Attachment D) and IRS Video – Statement of Completion (Attachment E), all incorporated herein by reference and which shall be forwarded to DFS.

G. Ensure that all program personnel handling money are covered by fidelity bonding insurance.

6. **Responsibilities of DFS** DFS will:

A. Provide computer hardware and software for CDC use, in support of POSSE, as long as the Agreement is in effect.

B. Cooperate responsively with CDC regarding all elements of this Agreement.

C. Respond as soon as practicable to CDC reports of POSSE system problems.

D. Provide POSSE computer hardware and software upgrades as needed.

E. Provide training on POSSE or computer hardware applications as needed.

F. Ensure equipment provided to CDCs by DFS is maintained on DFS inventory system.

7. **Special Provisions.**

A. **CDC's Employee's Requirements.** In performance of this contract, the CDC agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

(i) All work will be performed under the supervision of the CDC or the CDC's responsible employees.

(ii) Any federal tax returns or return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone other than an officer or employee of the CDC is prohibited.

(iii) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.

(iv) No work involving returns and return information furnished under this Cooperative Agreement will be subcontracted without prior written approval of the IRS.

(v) The CDC will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.

(vi) The Agency will have the right to void the Cooperative Agreement if the CDC fails to provide the safeguards described above.

B. Criminal/Civil Sanctions

(i) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC Sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

(ii) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection

or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRC Sections 7213A and 7431.

(iii) Additionally, it is incumbent upon the CDC to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to CDCs by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a CDC, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

(iv) Granting a CDC access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. CDCs must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, CDCs should be advised of the provisions of IRC Sections 7431, 7213, and 7213A (see Exhibit 6, IRC Sec. 7431 Civil Damages for Unauthorized Disclosure of Returns and Return Information and Exhibit 5, IRC Sec. 7213 Unauthorized Disclosure of Information). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the CDC should sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

C. Inspection. The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the CDC for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the CDC is found to be noncompliant with Cooperative Agreement safeguards.

8. General Provisions

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

B. Americans with Disabilities Act. The CDC shall not discriminate against a qualified individual with a disability and the parties shall comply with the

Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. 12101, et seq., and/or any properly promulgated rules and regulations related thereto.

C. Applicable Law/Venue. The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties, and the venue shall be the First Judicial District Court, Laramie County, Wyoming. The parties intend and agree that the State of Wyoming, DFS and CDC do not waive sovereign or governmental immunity by entering into this Agreement, and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other state or federal law.

D. Assignment/Agreement Not Used as Collateral. Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Agreement without the prior written consent of the other party. The CDC shall not use this Agreement, or any portion thereof, for collateral for any financial obligation, without the prior written permission of DFS.

E. Audit. DFS and any of its representatives shall have access to any books, documents, papers, and records of the CDC which are pertinent to this Agreement. The CDC shall, immediately upon receiving written instruction from DFS, provide to any independent auditor, accountant, or accounting firm, all books, documents, papers and records of the CDC which are pertinent to this Agreement. The CDC shall cooperate fully with any such independent auditor, accountant, or accounting firm, during the entire course of any audit authorized by DFS. If the audit discloses an improper use of funds, pursuant to federal or state laws, rules, or regulations, the CDC must remit those funds to DFS.

F. Award of Related Agreements. DFS may undertake or award supplemental or successor Agreements for work related to this Agreement. The CDC shall cooperate fully with other CDCs and DFS in all such cases.

G. Certificate of Good Standing. The CDC shall provide Certificate of Good Standing verifying compliance with the unemployment insurance and workers' compensation programs prior to performing work under this Agreement.

H. Compliance with Law. The CDC shall keep informed of and comply with all applicable federal, state and local laws and regulations in the performance of this Agreement.

I. Confidentiality of Information. All documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by the CDC in the performance of this Agreement shall be kept confidential by the CDC unless written permission is granted by DFS for its release or it is a non-confidential public record. If it becomes part of a court file, it is public record.

J. Entirety of Agreement. This Agreement, consisting of ten (10) pages, Attachment A, consisting of one (1) page, Attachment B, consisting of four (4) pages, Attachment C, consisting of one (1) page, Attachment D, consisting of one (1) page, and Attachment E, consisting of one (1) page, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

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

L. Indemnification. Each party to this Agreement shall be responsible for any liability arising from its own conduct. Neither party agrees to insure or indemnify the other.

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

N. Monitor Activities. DFS shall have the right to monitor all Agreement related activities of the CDC and all subcontractors. This shall include, but not be limited to the right to make site inspections at any time, to bring experts and consultants on site to examine or evaluate completed work or work in progress, and to observe all CDC personnel in every phase of performance of Agreement related work.

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

P. Nondiscrimination. The CDC shall comply with Presidential Executive Order 11246 entitled, "Equal Employment Opportunity," as amended by Presidential Executive Order 11375, and as supplemented in the Department of Labor Regulations (41 CFR Part 60), the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105 et seq.), and the Americans With Disabilities Act (ADA), 42 U.S.C. 12101, et seq. The CDC shall assure that no person is discriminated against based on the grounds of sex, race, religion, national origin or disability in connection with the performance of this Agreement.

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

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

S. Sovereign Immunity.

(i) The State of Wyoming and DFS do not waive sovereign immunity by entering into this Agreement and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other state or federal law.

(ii) The parties intend and agree that the CDC does not waive governmental immunity by entering into this Agreement, and specifically retains immunity and all defenses available to them as a local governmental entity pursuant to Wyo. Stat. § 1-39-104 et seq., and all other state law.

T. Suspension and Debarment. By signing this Agreement, the CDC certifies that it is not suspended, debarred, or voluntarily excluded from federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Agreement suspended, debarred, or voluntarily excluded. Further, the CDC agrees to notify DFS by certified mail should the CDC or any of its agents become debarred, suspended, or voluntarily excluded during the term of this Agreement.

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

V. Termination of Agreement. This Agreement may be terminated:

(i) By either party at any time for failure of another party to comply with the terms and conditions of this Agreement;

(ii) By either party, upon thirty (30) days prior written notice to the other party; or

(iii) Upon mutual written agreement by of the parties.

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

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

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

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

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9. **Signatures.** The parties to this Agreement, either personally or 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.

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

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

Department of Family Services

Steve Corsi, Director Date

Sweetwater County Board of County Commissioners

Wally Johnson Date

Sweetwater County Attorney

Daniel Erramouspe Date

Sweetwater County Clerk of the District Court

Donna Lee Bobak Date

Attorney General's Office Approval as to Form

Marion Yoder #155576 *July 19, 2016*

Marion Yoder, Senior Assistant Attorney General Date



STATEMENT OF CONFIDENTIALITY

I _____, the undersigned, am employed by
(Please print name)

I understand certain material which I may handle or create during the course of my employment may be covered by confidentiality requirements.

I further acknowledge that in the performance of my duties I may acquire or have access to "personal data" and become a "holder" of such personal data or other information deemed confidential under state or federal law, regulation or common practice.

I shall comply with state and federal laws and regulations relating to confidentiality and shall not divulge any personal information or data to ANYONE other than that required through the normal course of Title IV-D business.

Below is an oath stating I will comply with this statement and I am aware a violation of this oath may result in my IMMEDIATE DISMISSAL from employment and possible prosecution.

I, _____, acknowledge I have read the
(Please print name)

Foregoing and fully understand my obligation to hold all information and data acquired in the performance of my employment as confidential. I further state I have been informed of the state and federal laws and regulations relating to confidentiality and will abide by the same.

I understand a violation of this oath may at a minimum result in IMMEDIATE TERMINATION of employment and may result in criminal and civil prosecution.

(Please sign name)

Date



NON-DISCLOSURE OATH and CERTIFICATION OF NEED

IRC SEC. 7213 UNAUTHORIZED DISCLOSURE OF INFORMATION.

(a) RETURNS AND RETURN INFORMATION.-

- (1) **FEDERAL EMPLOYEES AND OTHER PERSONS.**-It shall be unlawful for any officer or employee of the United States or any person described in section 6103(n) (or an officer or employee of any such person), or any former officer or employee, willfully to disclose to any person, except as authorized in this title, any return or return information [as defined in section 6103(b)]. Any violation of this paragraph shall be a felony punishable upon conviction by a fine in any amount not exceeding \$5,000, or imprisonment of not more than 5 years, or both, together with the costs of prosecution, and if such offense is committed by any officer or employee of the United States, he shall, in addition to any other punishment, be dismissed from office or discharged from employment upon conviction for such offense.
- (2) **STATE AND OTHER EMPLOYEES.**-It shall be unlawful for any person [not described in paragraph (1)] willfully to disclose to any person, except as authorized in this title, any return or return information [as defined in section 6103(b)] acquired by him or another person under subsection (d), (i)(3)(B)(i), (1)(6), (7), (8), (9), (10), (12), (15) or (16) or (m)(2), (4), (5), (6), or (7) of section 6103. Any violation of this paragraph shall be a felony punishable by a fine in any amount not exceeding \$5,000, or imprisonment of not more than 5 years, or both, together with the cost of prosecution.
- (3) **OTHER PERSONS.**-It shall be unlawful for any person to whom any return or return information [as defined in section 6103(b)] is disclosed in a manner unauthorized by this title thereafter willfully to print or publish in any manner not provided by law any such return or return information. Any violation of this paragraph shall be a felony punishable by a fine in any amount not exceeding \$5,000, or imprisonment of not more than 5 years, or both, together with the cost of prosecution.
- (4) **SOLICITATION.**-It shall be unlawful for any person willfully to offer any item of material value in exchange for any return or return information [as defined in 6103(b)] and to receive as a result of such solicitation any such return or return information. Any violation of this paragraph shall be a felony punishable by a fine in any amount not exceeding \$5,000, or imprisonment of not more than 5 years, or both, together with the cost of prosecution.
- (5) **SHAREHOLDERS.**--It shall be unlawful for any person to whom return or return information [as defined in 6103(b)] is disclosed pursuant to the provisions of 6103(e)(1)(D)(iii) willfully to disclose such return or return information in any manner not provided by law. Any violation of this paragraph shall be a felony punishable by a fine in any amount not exceeding \$5,000, or imprisonment of not more than 5 years, or both, together with the cost of prosecution.



NON-DISCLOSURE OATH and CERTIFICATION OF NEED

SEC. 7213A. UNAUTHORIZED INSPECTION OF RETURNS OR RETURN INFORMATION

- (a) PROHIBITIONS.-
- (1) FEDERAL EMPLOYEES AND OTHER PERSONS.-It shall be unlawful for-
- (A) any officer or employee of the United States, or
- (B) any person described in section 6103(n) or an officer willfully to inspect, except as authorized in this title, any return or return information.
- (2) STATE AND OTHER EMPLOYEES.-It shall be unlawful for any person [not described in paragraph(l)] willfully to inspect, except as authorized by this title, any return information acquired by such person or another person under a provision of section 6103 referred to in section 7213(a)(2).
- (b) PENALTY.-
- (1) IN GENERAL.-Any violation of subsection (a) shall be punishable upon conviction by a fine in any amount not exceeding \$1000, or imprisonment of not more than 1 year, or both, together with the costs of prosecution.
- (2) FEDERAL OFFICERS OR EMPLOYEES.-An officer or employee of the United States who is convicted of any violation of subsection (a) shall, in addition to any other punishment, be dismissed from office or discharged from employment.
- (c) DEFINITIONS.-For purposes of this section, the terms "inspect", "return", and "return information" have respective meanings given such terms by section 6103(b).

IRC SEC. 7431 CIVIL DAMAGES FOR UNAUTHORIZED DISCLOSURE OF RETURNS AND RETURN INFORMATION.

- (a) IN GENERAL. -
- (1) INSPECTION OR DISCLOSURE BY EMPLOYEE OF UNITED STATES. - If any officer or employee of the United States knowingly, or by reason of negligence, inspects or discloses any return or return information with respect to a taxpayer in violation of any provision of section 6103, such taxpayer may bring a civil action for damages against the United States in a district court of the United States.
- (2) INSPECTION OR DISCLOSURE BY A PERSON WHO IS NOT AN EMPLOYEE OF UNITED STATES. - If any person who is not an officer or employee of the United States knowingly, or by reason of negligence, inspects or discloses any return or return information with respect to a taxpayer in violation of any provision of section 6103, such taxpayer may bring a civil action for damages against such person in a district court of the United States.
- (b) EXCEPTIONS. -No liability shall arise under this section with respect to any inspection or disclosure
- (1) which results from good faith, but erroneous, interpretation of section 6103, or
- (2) which is requested by the taxpayer.

(c) **DAMAGES.** - In any action brought under subsection (a), upon a finding of liability on the part of the defendant, the defendant shall be liable to the plaintiff in an amount equal to the sum of-

(1) the greater of-

(A) \$ 1,000 for each act of unauthorized inspection or disclosure of a return or return information with respect to which such defendant is found liable, or
(B) the sum of-

(i) the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure, plus

(ii) in the case of a willful inspection or disclosure or an inspection or disclosure which is the result of gross negligence, punitive damages, plus

(2) the cost of the action.

(d) **PERIOD FOR BRINGING ACTION.** - Notwithstanding any other provision of law, an action to enforce any liability created under this section may be brought, without regard to the amount in controversy, at any time within 2 years after the date of discovery by the plaintiff of the unauthorized inspection or disclosure.

(e) **NOTIFICATION OF UNLAWFUL INSPECTION AND DISCLOSURE.** - If any person is criminally charged by indictment or information with inspection or disclosure of a taxpayer's return or return information in violation of-

(1) paragraph (1) or (2) of section 7213(a),

(2) section 7213A(a), or

(3) subparagraph (B) of section 1030(a)(2) of title 18, United States Code, the Secretary shall notify such taxpayer as soon as practicable of such inspection or disclosure.

(f) **DEFINITIONS.** - For purposes of this section, the terms "inspect", "inspection", "return" and "return information" have the respective meanings given such terms by section 6103(b).

(g) **EXTENSION TO INFORMATION OBTAINED UNDER SECTION 3406.** - For purposes of this section-

(1) any information obtained under section 3406 (including information with respect to any payee certification failure under subsection (d) thereof) shall be treated as return information, and

(2) any inspection or use of such information other than for purposes of meeting any requirement under section 3406 or (subject to the safeguards set forth in 6103) for purposes permitted under section 6103 shall be treated as a violation of section 6103.

For purposes of subsection (b), the reference to section 6103 shall be treated as including a reference to section 3406.



NON-DISCLOSURE OATH and CERTIFICATION OF NEED

I understand the criminal and civil penalties pursuant to Internal Revenue Code § 7213, § 7213A, and § 7431 for unauthorized access and disclosure of federal tax data. I will protect the confidentiality of the information to the extent that it is protected under applicable laws.

Name (PRINT)

Title

Office

Signature

Date



CONFLICT OF INTEREST DISCLOSURE FORM

A conflict of interest occurs when an appearance between your private, personal relationships or interests and your professional obligations to the Child Support Enforcement Program is such that a customer or any other observer might reasonably question whether your actions or decisions are determined by considerations of personal curiosity, benefit, gain or advantage.

The appearance of conflict of interest can be as damaging or detrimental as an actual conflict. **You are required to report actual or potential conflicts with any IV-D or Non-IV-D case through the annual Acknowledgment and Disclosure Form and/or whenever a conflict arises.**

ACKNOWLEDGMENT AND DISCLOSURE FORM

I have read the Conflict of Interest Policy set forth above and agree to comply fully at all times during my employment. If at any time following the submission of this form I become aware of any actual or potential conflicts of interest, I will promptly notify my supervisor.

Disclosure of Actual or Potential Conflicts of Interest:

Person Name (Please Print)	POSSE Person ID

I _____, the undersigned, am employed by _____.

Employee Printed Name

Date

Supervisor Signature

Date



ELECTRONIC TRANSMISSION OF FEDERAL TAX INFORMATION (FTI) POLICY

(WY CSE Policy 3.2.6 – IRS – Electronic Transmission of FTI)

Because the e-mail lines used by the Wyoming CSE Program are not encrypted and not all lines are fiber optic, information is susceptible to interception. E-mail will not be used to transmit questions or information dealing with or making reference to IRS data.

In order to meet the strict confidentiality and transmission rules established by the IRS, Wyoming CSE Program professionals will only call authorized State agencies regarding IRS data or fax IRS requests to the an authorized State agency or person.

To reduce the threat of intrusion, Wyoming CSE Program staff will observe the following:

- Have a trusted staff member at both the sending and receiving fax machines;
- Accurately maintain broadcast lists and other preset numbers of frequent recipients of FTI;
- Place fax machines in a secured area; and
- Include a cover sheet on fax transmissions that explicitly provides guidance to the recipient, which includes:
 - A notification of the sensitivity of the data and the need for protection and
 - A notice to unintended recipients to telephone the sender—collect if necessary—to report the disclosure and confirm destruction of the information.

I have read, understand and will adhere to Wyoming Child Support Division policy, 3.2.6 – IRS - Electronic Transmission of FTI.

Employee Printed Name

Employee Signature

Date

Supervisor Signature

Date



IRS VIDEO - STATEMENT OF COMPLETION

I, _____, acknowledge that on the
(Please print your name)

_____ day _____ 20 _____, I watched the IRS safeguarding video entitled, "Disclosure Awareness Training for Child Support Agencies". I understand that watching this video is one of the requirements established by the IRS for having access to and working on the Wyoming child support computer system POSSE, which contains federal tax information.

Signature

Date

Supervisor's Signature

Date

BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

Meeting Date Requested: <p style="text-align: center; font-size: 1.2em;">Sept 6th, 2016</p>	Presenters Name & Title: <p style="text-align: center; font-size: 1.2em;">Mike Bournazian County Fire Warden</p>
Department or Organization: <p style="text-align: center; font-size: 1.2em;">Sweetwater County Fire Department</p>	Contact Phone and E-mail: <p style="text-align: center; font-size: 1.2em;">307 922 5360 bournazianm@swad.wy.us</p>
Exact Wording for Agenda: <p style="text-align: center; font-size: 1.2em;">Request Approval and Signature of the Mutual Aid Agreement w/ Uinta County.</p>	Preference of Placement on Agenda & Amount of Time Requested for Presentation: <p style="text-align: center; font-size: 1.2em;">5 min.</p>
Will there be Handouts? (If yes, include with meeting request form) <p style="text-align: center; font-size: 1.2em;">Yes</p>	Will handouts require SIGNATURES: <p style="text-align: center; font-size: 1.2em;">Yes</p>
Additional Information: <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>	

• INSTRUCTIONS

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

**SWEETWATER COUNTY FIRE DEPARTMENT AND
UINTA COUNTY FIRE AND AMBULANCE JOINT POWERS BOARD
FIRE PROTECTION AGREEMENT**

This FIRE PROTECTION AGREEMENT, is made and entered into by and between Sweetwater COUNTY FIRE DEPARTMENT, by and through the Sweetwater County Board of Commissioners, hereinafter referred to as "Sweetwater County Fire" and the UINTA COUNTY FIRE AND AMBULANCE JOINT POWERS BOARD by and through the Uinta County Fire and Ambulance Joint Powers Board, hereinafter referred to as "Uinta County Fire and Ambulance."

WITNESSETH

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

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

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

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

1. In the event either party hereto is faced with a particular emergency or disaster situation requiring defenses beyond its capability to provide, are not readily available, or it is in the best interest of preservation of life or property, the other party ("aiding department") agrees upon the call of said party, it will readily respond with needed physical and/or material resources at its command; limited to that which may be provided without seriously jeopardizing the aiding department's protective capability within its jurisdictional boundaries.

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

and/or personnel to and from the location of the emergency and/or disaster, and shall be further responsible for the physical operation and maintenance of its equipment throughout the duty period of up to 24 hours as to be in accordance with the reciprocal period outlined within the Wyoming State Forestry Division (WSFD) Annual Operating Plan.

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

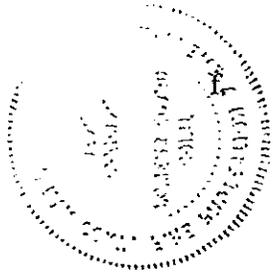
4. If, in answering a call to an emergency or disaster location, the first arriving aiding department finds there is no incident commander of the receiving department at the scene, the designated member in charge of the first arriving department shall take temporary command of all remedial procedure,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

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

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

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

- c. the responsible agency shall indemnify and defend any claim against the other party due to the negligence of the commander of the requesting party. To include legal fees.
- d. For the death of or injury to any personnel of their own command responding to the request of mutual aid. It is also understood any liability to the responding agency caused by the negligence or fault of the incident commander of the fire department requesting aid may, to the extent possible, be the responsibility of the fire department requesting aid.
- e. Each fire department shall provide workers' compensation insurance to cover its own personnel for compensable injuries arising out of aid rendered under this agreement. Each party will maintain sufficient liability insurance on its vehicles.



The aiding department that is asked to respond shall in no event be liable to the requesting department or to third parties for its failure to respond to a request.

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

8. The terms of this Agreement shall remain in place indefinitely, unless terminated upon Thirty (30) days written notice by either party.

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

10. The parties agree each shall bear its own costs, liability and expenses incurred

under this Agreement, with no claim over or against the other party.

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

If to Sweetwater County to:

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

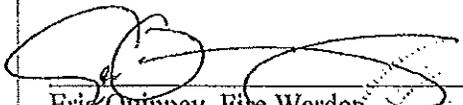
If to Uinta County to:

Uinta County Fire and Ambulance
P O Box 460
Evanston, WY 82930
ATTN: Eric Quinney, Fire Warden

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

DATED this day 27th of June, 2010.

UINTA COUNTY FIRE AND AMBULANCE
JOINT POWERS BOARD


Eric Quinney, Fire Warden


David Welling, Board Chairman

SWEETWATER COUNTY FIRE DEPARTMENT

Mike Bournazian, Fire Warden

Wally Johnson, County Board Chairman

ATTEST:

Dale Davis, Sweetwater County Clerk

BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

Meeting Date Requested: <i>September 6th, 2016</i>	Presenters Name & Title: <i>Scott Kitchner Fire chief</i>
Department or Organization: <i>Sweetwater County Fire District #1</i>	Contact Phone and E-mail: <i>(307) 362-9390 skitchner@Fd1Fire.com</i>
Exact Wording for Agenda: <i>Arrowhead Springs Subdivision Fire Protection Water Supply</i>	Preference of Placement on Agenda & Amount of Time Requested for Presentation: <i>No Preference 15 Minutes</i>
Will there be Handouts? (If yes, include with meeting request form) <i>NONE at this Time</i>	Will handouts require SIGNATURES: <i>NONE at this Time</i>
Additional Information: <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>	

• **INSTRUCTIONS**

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- Any documents requiring **Board Action** or **signature** are considered agenda items and need to be requested in the same manner.

3010 College Drive
Rock Springs, WY 82901
(307)362-9390
Fax:(307)382-8476
www.fd1fire.com
skitchner@fd1fire.com

Sweetwater County Fire District #1



EMAIL

To: Sally Shoemaker
From: Scott Kitchner – Fire Chief

Email: shoemakers@sweet.wy.us
Pages: 2 Including the cover page

Phone:
Date: 8/25/2016

Re: Commissioner Meeting
cc:

Urgent **For Review** **Please Comment** **Please Reply** **Please Recycle**

● **Comments:** Sally can I please be placed on the agenda to meet with the commissioners about the water supply issue at the Arrowhead Springs subdivision. This is in reference to the water supply for fire protection due to the wells being dried up that feed the pond at the county park.

I would like to speak with the Commissioners about the possibility of partnering with each other for the purpose of possibly installing a 12,000-gallon fire cistern for fire protection in the event of a structure fire or a wildland urban interface fire.

Let me know if you have any questions or concerns.

Thank you,

Scott Kitchner

Scott Kitchner Fire Chief
skitchner@fd1fire.com

Sweetwater County Fire District #1 is an Equal Opportunity Employer

BOARD OF COUNTY COMMISSIONERS

MEETING REQUEST FORM

Meeting Date Requested: September 6, 2016	Presenters Name & Title: Gene Legerski & Scott Kitchner Public Works Director Sweetwater County Fire District #1 Fire Chief
Department or Organization: Road and Bridge	Contact Phone and E-mail: legerskig@sweet.wy.us 307-872-3921
Exact Wording for Agenda: MOU between Sweetwater County Fire District #1 and Sweetwater County	Preference of Placement on Agenda & Amount of Time Requested for Presentation: 5 min
Will there be Handouts? (If yes, include with meeting request form) yes	Will handouts require SIGNATURES: yes
Additional Information:	

• **INSTRUCTIONS**

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- Any documents requiring **Board Action** or **signature** are considered agenda items and need to be requested in the same manner.

Memorandum of Understanding

Between

Sweetwater County Fire District #1 Fire Department

and

Sweetwater County

This Memorandum of Understanding (MOU) is between the **Sweetwater County Fire District #1 Fire Department** hereinafter referred to as **FIRE DISTRICT#1** and **Sweetwater County** hereinafter referred to as **COUNTY**, for the purposes of supplying a water truck and water truck operator for water supply at structure fires or Wildland Urban Interface Fires (WUI) in the Arrowhead Springs Subdivision.

Background

Because of the intermingling of structures and natural cover fuels in the unincorporated areas of Sweetwater County which includes the area in and around the Arrowhead Springs Subdivision and the lack of a sustainable water source in the area at this time, it has become necessary for **FIRE DISTRICT #1** to look at alternative avenues to provide a water supply in the event of a structure fire or a Wildland Urban Interface fire (WUI) in the area of the Arrowhead Springs Subdivision. The objectives of the two above-named organizations are inseparable; i.e., to provide a sustainable water source that will minimize the loss of life and property as a result of uncontrolled fire. Recognizing this, we, the undersigned, have arrived at the MEMORANDUM OF UNDERSTANDING for these primary purposes.

Purpose

This MOU will aid **FIRE DISTRICT #1** in establishing a vitally important water source for fire attack and structure protection in the event of a Wildland Urban Interface Fire (WUI) or a structure fire within the Arrowhead Springs Subdivision. This MOU between **FIRE DISTRICT #1** and the **COUNTY** will provide a vitally needed water source in the event of a fire.

The above goal will be accomplished by undertaking the following activities:

Responsibilities of FIRE DISTRICT #1

1. Notify the Road and Bridge Department of the need of a water tender in a timely fashion via the Sweetwater County Combined Joint Dispatch Center.
2. Assure a safe working environment free from harm for the equipment operator.
3. Provide any training or necessary safety equipment to equipment operator as needed.

Responsibilities of Sweetwater County

1. Furnish a water truck and operator when requested if available, for structure fires and wildland urban interface fires (WUI).

Funding

This MOU between **FIRE DISTRICT #1** and the **COUNTY** is not in any way a commitment of funds for fire protection.

Duration

This MOU may be modified by mutual consent of authorized officials from **FIRE DISTRICT #1** and the **COUNTY**. This MOU shall become effective upon signature by the authorized officials from **FIRE DISTRICT #1** and the **COUNTY** and will remain in effect until modified or terminated by any one of the parties or by mutual consent of both parties.

Contact Information

Sweetwater County Fire District #1
Scott Kitchner
Fire Chief
3010 College Drive
Rock Springs, WY 82901
Phone: (307) 362-9390
Fax: (307) 382-8476
E-mail: skitchner@fd1fire.com

Sweetwater County
c/o Gene Legerski
Public Works Director
80 West Flaming Gorge Way Suite 23
Green River, WY 82935
Phone: (307) 872-3921
Fax: (307) 872-3991
E-mail: legerskig@sweet.wy.us

Sweetwater County Fire District #1

Jeff Varley
Board Chairman
Sweetwater County Fire District #1 Board of Directors

Date

Scott Kitchner,
Fire Chief

Date

Sweetwater County
By the Sweetwater County Board of Commissioners

Wally J. Johnson, Chairman

John K. Kolb, Member

Don Van Matre, Member

Reid O. West, Member

Randy Wendling, Member

ATTEST:

Dale Davis, Sweetwater County Clerk

Date

BOARD OF COUNTY COMMISSIONERS

MEETING REQUEST FORM

Meeting Date Requested: September 6, 2016	Presenters Name & Title: Gene Legerski Public Works Director
Department or Organization: Engineering	Contact Phone and E-mail: legerskig@sweet.wy.us 307-872-3921
Exact Wording for Agenda: Resolution No. 16-09-CC-01: C&M Agreement between WYDOT/UPRR/Sweetwater County for the Replacement of Peru Bridge	Preference of Placement on Agenda & Amount of Time Requested for Presentation: 5 min
Will there be Handouts? (If yes, include with meeting request form) yes	Will handouts require SIGNATURES: yes
Additional Information:	

• **INSTRUCTIONS**

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- Any documents requiring **Board Action** or **signature** are considered agenda items and need to be requested in the same manner.

RESOLUTION NO. 16-09-CC-01
A RESOLUTION ACCEPTING AND APPROVING REPLACEMENT
PUBLIC HIGHWAY CROSSING AGREEMENT AMONG THE UNION
PACIFIC RAILROAD COMPANY, SWEETWATER COUNTY,
WYOMING AND THE WYOMING DEPARTMENT OF
TRANSPORTATION COVERING THE CR 37 OVERPASS AT
RAILROAD MILE POST 824.79 - EVANSTON SUBDIVISION

WHEREAS, the Union Pacific Railroad Company, Sweetwater County and the Wyoming Department of Transportation, find that they shall jointly derive a benefit and advantage by reason of joining together and pooling their resources in undertaking as their project the reconstruction of the existing grade-separated public road crossing for CR 37 (DOT No. 810470U) at Railroad Mile Post 824.79- Evanston Subdivision at or near Green River , Sweetwater County, Wyoming, and

WHEREAS, the above mentioned parties desire to enter into an agreement defining the project and detailing the responsibilities of each of the parties; and

WHEREAS, the Agreement has been submitted to the Sweetwater County Commission for review and consideration.

NOW, THEREFORE, BE IT RESOLVED BY THE SWEETWATER COUNTY COMMISSION:

Section 1. That the Agreement among the Union Pacific Railroad Company, Sweetwater County and the Wyoming Department of Transportation, attached hereto and by this reference made a part hereof, be and it is hereby, accepted and approved by the Sweetwater County Commission.

Section 2. That the Chair of the Sweetwater County Commission, is hereby, authorized, empowered and directed to execute said Cooperative Agreement on behalf of said County; and that the County Clerk of said County, be and he is hereby, authorized and directed to attest to said agreement, and to attach to said agreement a certified copy of this resolution.

PASSED AND APPROVED this 6th day of September, 2016.

Sweetwater County Board of County Commissioners

Wally J. Johnson, Chairman

John K. Kolb, Member

Don Van Matre, Member

ATTEST:

Randal M. Wendling, Member

Steven Dale Davis, County Clerk

Reid O. West, Member

REPLACEMENT PUBLIC HIGHWAY
OVERPASS CROSSING
AGREEMENT

AMONG

UNION PACIFIC RAILROAD COMPANY

THE COUNTY OF SWEETWATER

AND THE

WYOMING DEPARTMENT OF
TRANSPORTATION

COVERING THE

REPLACEMENT OF THE CR 37 OVERPASS
(DOT NO.: 810470U)

AT

RAILROAD MILE POST 824.79 – EVANSTON SUBDIVISION

IN OR NEAR

GREEN RIVER,
SWEETWATER COUNTY,
WYOMING

UPRR Folder No.: 2936-54

UPRR Audit No.: 23045

PUBLIC HIGHWAY OVERPASS CROSSING AGREEMENT

CR 37 – DOT No. 810470U
Railroad Mile Post 824.79 – Evanston Subdivision
Green River, Sweetwater County, Wyoming

THIS AGREEMENT ("Agreement") is made and entered into as of the ____ day of _____, 20____ ("Effective Date"), by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, to be addressed at Real Estate Department, 1400 Douglas Street, Mail Stop 1690, Omaha, Nebraska 68179 ("Railroad"), **THE COUNTY OF SWEETWATER**, a municipal corporation or political subdivision of the State of Wyoming to be addressed at 80 West Faming Gorge Way, Green River Wyoming 82935 ("County"), and the **WYOMING DEPARTMENT OF TRANSPORTATION**, a municipal corporation or political subdivision of the State of Wyoming to be addressed at 5300 Bishop Blvd, Cheyenne, Wyoming 82009 ("State"). Railroad, County and State may be individually referred to herein as a "Party," and collectively as "Parties." The County and State are referred to collectively as "Public Bodies."

RECITALS:

By instrument dated November 6, 1923 (as supplemented), the Parties entered into an agreement (the "Original Agreement"), identified in the records of the Railroad as audit number 23045 covering the construction, maintenance, use and repair of the CR 37 grade separated public road crossing, (DOT No. 810470U), at Railroad's Mile Post 824.79 on the Railroad's Evanston Subdivision at or near Green River, Sweetwater County, Wyoming.

The Public Bodies desire to undertake as their project (the "Project") the reconstruction of the existing grade-separated public road crossing for CR 37, (DOT No. 810470U), at Railroad's Mile Post 824.79 on the Railroad's Evanston at or near Green River, Sweetwater County, Wyoming (the "Roadway"). The Roadway is shown on the Railroad Location Print marked **Exhibit A** and specified in the Detailed Prints collectively marked **Exhibit A-1**, with each exhibit being attached hereto and hereby made a part hereof. The portion of the Roadway located within the Railroad's right of way is the "Crossing Area".

The right of way right granted by the Railroad to the Public Bodies under the terms of the Original Agreement or a separate document is sufficient to allow for the construction of the Roadway.

The State is a sponsor of the Project and is responsible for all Project expenses.

Upon completion of the Project, the County, at its expense, will maintain and operate the Roadway.

The Parties are entering into this Agreement to cover the above.

AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between the Parties hereto as follows:

ARTICLE 1. EXHIBIT B

The General Terms and Conditions marked **Exhibit B**, are attached hereto and hereby made a part hereof.

ARTICLE 2. RAILROAD GRANTS RIGHT

For and in consideration of the sum of One Thousand Dollars (\$1,000.00) to be paid by the State to the Railroad upon the execution and delivery of this Agreement and in further consideration of the Public Bodies' agreement to perform and comply with the terms of this Agreement, the Railroad hereby grants to the Public Bodies the right to construct, maintain and repair the Roadway over and across the Crossing Area.

ARTICLE 3. DEFINITION OF CONTRACTOR

For purposes of this Agreement the term "Contractor" shall mean the contractor or contractors hired by the Public Bodies to perform any Project work on any portion of the Railroad's property and shall also include the Contractor's subcontractors and the Contractor's and subcontractor's respective employees, officers and agents, and others acting under its or their authority.

ARTICLE 4. CONTRACTOR'S RIGHT OF ENTRY AGREEMENT - INSURANCE

- A. Prior to Contractor performing any work within the Crossing Area and any subsequent maintenance and repair work, the Public Bodies shall require the Contractor to:
- execute the Railroad's then current Contractor's Right of Entry Agreement
 - obtain the then current insurance required in the Contractor's Right of Entry Agreement; and
 - provide such insurance policies, certificates, binders and/or endorsements to the Railroad.
- B. The Railroad's current Contractor's Right of Entry Agreement is marked **Exhibit E**, attached hereto and hereby made a part hereof. The Public Bodies confirm that they will inform their Contractor that they are required to execute such form of agreement and obtain the required insurance before commencing any work on any Railroad property. Under no circumstances will the Contractor be allowed on the Railroad's property without first executing the Railroad's Contractor's Right of Entry Agreement and obtaining the insurance set forth therein and also providing to the Railroad the insurance policies, binders, certificates and/or endorsements described therein.
- C. All insurance correspondence, binders, policies, certificates and/or endorsements shall be sent to:

*Union Pacific Railroad Company
Real Estate Department
1400 Douglas Street, Mail Stop 1690
Omaha, NE 68179-1690
UPRR Folder No. 2936-54*

- D. If the Public Bodies' own employees will be performing any of the Project work, the Public Bodies may self-insure all or a portion of the insurance coverage subject to the Railroad's prior review and approval.

ARTICLE 5. FEDERAL AID POLICY GUIDE

If the Public Bodies will be receiving any federal funding for the Project, the current rules, regulations and provisions of the Federal Aid Policy Guide as contained in 23 CFR 140, Subpart I and 23 CFR 646, Subparts A and B are incorporated into this Agreement by reference.

ARTICLE 6. NO PROJECT EXPENSES TO BE BORNE BY RAILROAD

The Public Bodies agree that no Project costs and expenses are to be borne by the Railroad. In addition, the Railroad is not required to contribute any funding for the Project.

ARTICLE 7. WORK TO BE PERFORMED BY RAILROAD; BILLING SENT TO STATE; STATE'S PAYMENT OF BILLS

- A. The work to be performed by the Railroad, at the State's sole cost and expense, is described in the Railroad's Material and Force Account Estimate dated October 5, 2015, marked **Exhibit C**, attached hereto and hereby made a part hereof (the "Estimate"). As set forth in the Estimate, the Railroad's estimated cost for the Railroad's work associated with the Project is Eighty Six Thousand Twenty Dollars (\$86,020.00.)
- B. The Railroad, if it so elects, may recalculate and update the Estimate submitted to the State in the event the Public Bodies does not commence construction on the portion of the Project located on the Railroad's property within six (6) months from the date of the Estimate.
- D. The State acknowledges that the Estimate does not include any estimate of other protective service costs that are to be paid by the State or the Contractor in connection with other protective services provided by the Railroad in connection with the Project. All of such costs incurred by the Railroad are to be paid by the State or the Contractor as determined by the Railroad and the State. If it is determined that the Railroad will be billing the Contractor directly for such costs, the State agrees that it will pay the Railroad for any costs that have not been paid by any Contractor within thirty (30) days of the Contractor's receipt of billing.
- D. The State agrees to reimburse the Railroad within thirty (30) days of its receipt of billing from the Railroad for one hundred percent (100%) of all actual costs incurred by the Railroad in connection with the Project including, but not limited to, all actual costs of engineering review (including preliminary engineering review costs incurred by Railroad prior to the Effective Date of this Agreement), construction, inspection, flagging (unless flagging costs are to be billed directly to the Contractor), procurement of materials, equipment rental, manpower and deliveries to the job site and all direct and indirect

overhead labor/construction costs including Railroad's standard additive rates.

ARTICLE 8. PLANS

- A. The State, at its expense, shall prepare, or cause to be prepared by others, the detailed plans and specifications for the Project and submit such plans and specifications to the Railroad's Assistant Vice President Engineering-Design, or his authorized representative, for prior review and approval. The plans and specifications shall include all appurtenances, associated drainage, shoring, sheeting and excavations for bents and/or abutments next to or adjacent to the Railroad's tracks and, if applicable, all demolition and removal plans for the existing structure.
- B. The final one hundred percent (100%) completed plans that are approved in writing by the Railroad's Assistant Vice President Engineering-Design, or his authorized representative, are hereinafter referred to as the "Plans". The Plans are hereby made a part of this Agreement by reference.
- C. No changes in the Plans shall be made unless the Railroad has consented to such changes in writing.
- D. Upon completion of the Roadway, the State, at its expense, shall furnish to the Railroad two (2) sets of reproducible "as constructed" Plans of the Roadway.
- E. The Railroad's review and approval of the Plans will in no way relieve the Public Bodies or the Contractor from their responsibilities, obligations and/or liabilities under this Agreement, and will be given with the understanding that the Railroad makes no representations or warranty as to the validity, accuracy, legal compliance or completeness of the Plans and that any reliance by the Public Bodies or Contractor on the Plans is at the risk of the Public Bodies and Contractor.

ARTICLE 9. NON-RAILROAD IMPROVEMENTS

- A. Submittal of plans and specifications for protecting, encasing, reinforcing, relocation, replacing, removing and abandoning in place all non-railroad owned facilities (the "Non Railroad Facilities") affected by the Project including, without limitation, utilities, fiber optics, pipelines, wirelines, communication lines and fences is required under Section 8. The Non Railroad Facilities plans and specifications shall comply with Railroad's standard specifications and requirements, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines. Railroad has no obligation to supply additional land for any Non Railroad Facilities and does not waive its right to assert preemption defenses, challenge the right-to-take, or pursue compensation in any condemnation action, regardless if the submitted Non Railroad Facilities plans and specifications comply with Railroad's standard specifications and requirements. Railroad has no obligation to permit any Non Railroad Facilities to be abandoned in place or relocated on Railroad's property.
- B. Upon Railroad's approval of submitted Non Railroad Facilities plans and specifications, Railroad will attempt to incorporate them into new agreements or supplements of existing agreements with Non Railroad Facilities owners or operators. Railroad may use its standard terms and conditions, including, without limitation, its standard license fee and administrative charges when requiring supplements or new agreements for Non Railroad

Facilities. Non Railroad Facilities work shall not commence before a supplement or new agreement has been fully executed by Railroad and the Non Railroad Facilities owner or operator, or before Railroad and Public Bodies mutually agree in writing to:

- i. deem the approved Non Railroad Facilities plans and specifications to be Plans pursuant to Section 8B,
- ii. deem the Non Railroad Facilities part of the Roadway, and
- iii. supplement this Agreement with terms and conditions covering the Non Railroad Facilities.

ARTICLE 10. RAILROAD'S COORDINATION REQUIREMENTS

The Public Bodies, at their expense, shall ensure that the Contractor complies with all of the terms and conditions contained in the Railroad's Coordination Requirements that are described in Exhibit D, attached hereto and hereby made a part hereof, and other special guidelines and/or requirements that the Railroad may provide to the Public Bodies for this Project.

ARTICLE 11. EFFECTIVE DATE; TERM; TERMINATION

- A. This Agreement is effective as of the Effective Date first herein written and shall continue in full force and effect for as long as the Roadway remains on the Railroad's property.
- B. The Railroad, if it so elects, may terminate this Agreement effective upon delivery of written notice to the Public Bodies in the event the Public Bodies do not commence construction on the portion of the Project located on the Railroad's property within twelve (12) months from the Effective Date.
- C. If the Agreement is terminated as provided above, or for any other reason, the Public Bodies shall pay to the Railroad all actual costs incurred by the Railroad in connection with the Project up to the date of termination, including, without limitation, all actual costs incurred by the Railroad in connection with reviewing any preliminary or final Project Plans.

ARTICLE 12. CONDITIONS TO BE MET BEFORE PUBLIC BODIES CAN COMMENCE WORK

Neither the Public Bodies nor the Contractor may commence any work within the Crossing Area or on any other Railroad property until:

- i. The Railroad and the Public Bodies have executed this Agreement.
- ii. The Railroad has provided to the Public Bodies the Railroad's written approval of the Plans.
- iii. Each Contractor has executed Railroad's Contractor's Right of Entry Agreement and has obtained and/or provided to the Railroad the insurance policies, certificates, binders, and/or endorsements required under the Contractor's Right of Entry Agreement.
- iv. Each Contractor has given the advance notice(s) required under the Contractor's Right of Entry Agreement to the Railroad Representative named in the Contractor's Right of Entry Agreement.

ARTICLE 13. FUTURE PROJECTS

Future projects involving substantial maintenance, repair, reconstruction, renewal and/or demolition of the Roadway shall not commence until Railroad and Public Bodies agree on the plans for such future projects, cost allocations, right of entry terms and conditions and temporary construction rights, terms and conditions.

ARTICLE 14. ASSIGNMENT; SUCCESSORS AND ASSIGNS

- A. Public Bodies shall not assign this Agreement without the prior written consent of Railroad.
- B. Subject to the provisions of Paragraph A above, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Railroad and Public Bodies.

ARTICLE 15. AGREEMENT AS A SUPPLEMENT

The 1923 Original Agreement shall be supplemented by this Agreement. In the event of any conflict between the Original Agreement and this Agreement, the terms and provisions of this Agreement shall control.

ARTICLE 16. NO WAIVER; NO AGREEMENT AS TO APPLICABLE LAW

Each party shall be responsible for their own attorney fees, and do not agree to be responsible for the attorney fees, if any, of the other party.

The State, its agencies and The County do not accept, undertake or agree to indemnification for any purpose by entering into this Agreement unless such indemnification is allowed for under the laws of the State of Wyoming or Federal law.

The State does not waive sovereign immunity by entering into this Agreement, and the County does not waive governmental immunity, and each specifically retain immunity and all defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. 1-39-101, et seq., and all other applicable law. Designation of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this agreement shall not be strictly construed, either against or for either party except that any ambiguity as to a reservation of sovereign immunity shall be construed in favor of a reservation of sovereign immunity.

State and County acknowledge and agree that nothing in this Agreement is intended by the Parties to be, or shall be interpreted to be, a waiver by Railroad of the principles of federal preemption or preclusion that may apply to Railroad because of its status as a common carrier freight railroad regulated by the federal government pursuant to the Federal Railroad Safety Authorization Act of 1994, the Interstate Commerce Termination Act of 1995, and other applicable federal law or regulation.

For purposes of clarity, each and every Party hereby acknowledges and agrees that the foregoing

two paragraphs are reservations of rights by the respective Parties only, and that nothing contained in this Article or in this Agreement shall be interpreted as a concession or agreement by any Party as to the law applicable to this Agreement or any claim, dispute, case and/or action that may arise therefrom. We are not going to be using the addendum proposed by WyDOT

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the Effective Date first herein written.

UNION PACIFIC RAILROAD COMPANY
(Federal Tax ID #94-6001323)

By: _____
DANIEL A. LEIS
General Director Real Estate

ATTEST:

SWEETWATER COUNTY

By _____

By _____



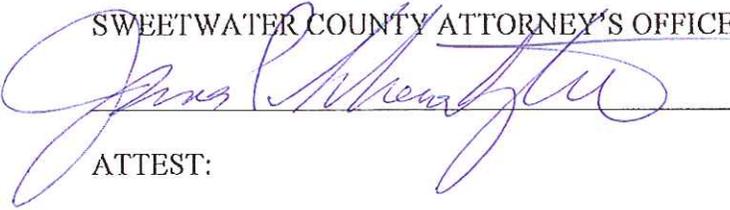
Printed Name: _____

(SEAL)

Title: _____

Pursuant to Resolution/Order No. _____
dated: _____, 20____
hereto attached.

SWEETWATER COUNTY ATTORNEY'S OFFICE APPROVAL AS TO FORM





ATTEST:

**WYOMING DEPARTMENT OF
TRANSPORTATION**

By _____

By _____

(SEAL)

Printed Name: _____

Title: _____

WYOMING ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM



EXHIBIT A

To Public Highway Overpass Crossing
Agreement

Cover Sheet for the
Railroad Location Print

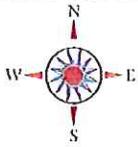


EXHIBIT "A"

RAILROAD LOCATION PRINT FOR AN EXISTING GRADE SEPARATED PUBLIC ROAD CROSSING AGREEMENT



DOT No. 810470U
M.P. 824.79 Evanston Subdivision
Green River, Sweetwater County, WY
Grade Separated Public Road Crossing.

UNION PACIFIC RAILROAD COMPANY

EVANSTON SUBDIVISION
RAILROAD MILE POST 824.79
GREEN RIVER, SWEETWATER COUNTY, WY

To accompany an agreement with
SWEETWATER COUNTY AND ITS CONTRACTOR
covering an Grade Separated Public Road Crossing.

Folder No. 2936-54

Date: July 23, 2015

WARNING

IN ALL OCCASIONS, U.P. COMMUNICATIONS DEPARTMENT MUST BE CONTACTED IN
ADVANCE OF ANY WORK TO DETERMINE EXISTENCE AND LOCATION OF FIBER OPTIC CABLE
PHONE: 1-(800) 336-9193

EXHIBIT A-1

To Public Highway Overpass Crossing
Agreement

Cover Sheet for the
Detailed Prints

BRIDGE OVER UPRR

STA 8+23.38

Peru Cutoff Road / CN 4-37

CN04106

SWEETWATER COUNTY



DESIGN DATA

SPECIFICATIONS: AASHTO LRFD Bridge Design Specifications, 7th Edition
AADT: 620 (Year 2030)
LOADING: HL93. Future wearing surface 2.5 psf. Stay-in-place forms 1.5 psf.
REINFORCED CONCRETE: Load and Resistance Factor Design -
 Class A Concrete $f_c = 3750$ psi
 Class B Concrete $f_c = 3250$ psi
 Class S Concrete $f_c = 3750$ psi
 Reinforcing Steel $f_y = 60,000$ psi (Grade 60)
 $f_y = 40,000$ psi (Grade 40)
STRUCTURAL STEEL: Load and Resistance Factor Design -
 $F_y = 50,000$ psi (Grade 50W)
ROADWAY WIDTH: 26'-0"
DRILLED SHAFTS: Load and Resistance Factor Design -
 Total Load = 179.0 Ton
 Friction = 179.0 Ton

REFERENCES

Special Provisions:	Dated
SP-200RU Shotcrete	5-20-15
SP-600CW Slope Excavation	5-19-15
Supplementary Specifications:	Dated
SS-100K Adjustment for Structural Steel	10-1-10
SS-500B Welder Qualification	10-1-10
SS-500E Bridge Bearing Correction	10-1-10
SS-500F Automatically End-Welded Studs	10-1-10
SS-500G Concrete with Quality Control and Quality Acceptance	Rev 12-1-13
WYDOT Plans:	Sheet No.
Structure No. FKE As-Constructed	1 of 1

Drawing:	Sheet No.
Title Sheet	1
General Notes	2
General Plan and Elevation	3 & 4
Substructure Layout	5
Log Boring Sheet	6 & 7
Abutment Details	8 & 9
Superstructure Details	10 - 12
Bridge Railing Details	13 & 14
Slab Details	15 & 16
Slope Protection Details	17 - 20
Reference Sheet	821

INDEX OF DRAWINGS

ESTIMATED QUANTITIES - CODE 11 - FKE				
ITEM NO.	ITEM	UNIT	TOTAL QUANTITY	ESTIMATE
202.09210	REMOVAL OF STEEL BRIDGES	EA	1	
212.03900	PERVIOUS BACKFILL MATERIAL	CY	30	
217.01025	GEOTEXTILE, MATERIAL SEPARATION (NON-WOVEN)	SY	120	
299.01800	PNEUMATICALLY APPLIED MORTAR	SY	538	
501.01000	STRUCTURAL STEEL	LS	LUMP SUM	182,000 LB
503.01000	BRIDGE RAILING	FT	300	
504.04010	PILE SPLICES	EA	1	
504.11489	STEEL PILING HP 14 x 89	FT	256	
506.01036	DRILLED SHAFT FOUNDATIONS 36 in	FT	128	
512.01040	COMPRESSED JOINT MATERIAL	FT	104	
513.00005	CLASS A CONCRETE	LS	LUMP SUM	112.4 CY
513.00015	CLASS B CONCRETE	LS	LUMP SUM	72.8 CY
514.00015	REINFORCING STEEL	LS	LUMP SUM	4,770 LB
514.00025	REINFORCING STEEL (COATED)	LS	LUMP SUM	26,740 LB
*640.00007	SPECIAL ITEM FT-A	FT	1,617	
*640.00010	SPECIAL ITEM CY-A	CY	2,250	
900.60000	CONTRACTOR QUALITY CONTROL (CONCRETE)	LS	LUMP SUM	

#Pre-Drilling
 *Slope Excavation

STRUCTURE NO. MVY, ML8428B, RM 0.30
UPRR MP 824.88, DOT NO. 810470U
SEC 10, T18N, R108W

WYOMING DEPARTMENT OF TRANSPORTATION			
REVISION HISTORY			
DATE	BY	DESCRIPTION	APPROVED
7-20-2015	AJM	RT	
Design Section		RT Shields	
Drawn No. 7739		Sheet 1 of 20	

GENERAL NOTES

SPECIFICATIONS: WYDOT Standard Specifications for Road and Bridge Construction, 2010 Edition

DIMENSIONS: Longitudinal dimensions for the substructure are horizontal and include no correction for grade. Longitudinal dimensions for the superstructure are along grade unless noted. Slopes are vertical : horizontal.

CONCRETE: Use class A concrete in the deck, class S concrete in the drilled shafts and class B concrete at all other locations.

REINFORCING STEEL: Concrete cover to face of reinforcing steel is 2" unless noted. Dimensions for bent bars are out to out. Ensure bars marked with and asterisk (*) are coated.

BAR MARKS



STRUCTURAL STEEL: Ensure structural steel conforms to ASTM A 709 (Grade 50W) unless noted. Ensure steel fabricators supplying structural components are certified under the AISC Quality Certification Program, Category Major Steel Bridges (CBR).

WEEP HOLE ASSEMBLIES: Work necessary for the weep hole assemblies is incidental to the contract pay item Class B Concrete.

HAZARDOUS MATERIALS: The paint system on the steel components of the existing structure contains materials including lead and chromium which are hazardous if ingested, or otherwise absorbed.

STEEL PILING: Use steel piling conforming to ASTM A 709 (Grade 50). Work necessary for welding shear studs to piles is incidental to the contract pay item Steel Piling HP 14 x 89.

COMPRESSED JOINT MATERIAL: Use 8" wide by 2" deep compressed joint material for installation between the abutments and shotcrete slope protection as indicated in the contract. Use one of the following products: Wilsseal 600 as manufactured by Jilbruck Sealant Systems, Inc. DImod 600 as manufactured by Tremco

REMOVAL OF STEEL BRIDGES: Remove the existing 3 span 123'-0" x 22'-6" steel girder bridge, Structure No. FKE. Work necessary to remove the steel bin wall beneath the bridge is incidental to the contract pay item, Removal of Steel Bridges.

ABUTMENT AND SLOPE EXCAVATION: Excavate existing abutment slopes in accordance with SP-600CW, Slope Excavation. The estimated quantity of excavation required to construct abutment caps is included in the contract pay item Special Item CY-A.

FOUNDATIONS: Abutments are cap type abutments on steel piles encased in drilled shafts founded in bedrock. Anticipate difficult drilling and the use of specialty drilling equipment in the bedrock for the installation of the drilled shaft foundations. Anticipate the use of casing to prevent caving of soils above bedrock. Use aggregate for Chip Seal (Grading C) for fill material around the steel piling from the top of the drilled shafts to the bottom of the abutment cap. The estimated quantity of aggregate for chip seal is 31.5 CY. Work necessary for hole and casing above top of drilled shafts, and aggregate for chip seal is incidental to the contract pay item Drilled Shaft Foundations 36 in.

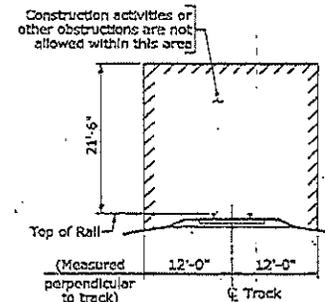
STAY-IN-PLACE FORMS: Stay-in-place slab forms may be used for construction of the deck. Do not exceed 15 pcf for the weight of the forms and additional concrete, including form deflection. Do not extend vertical legs of support angles past the bottom of the bottom reinforcing steel mat or use these legs to support the reinforcing steel.

BRIDGE OFFICE NOTIFICATION: The engineer will notify the State Bridge Engineer in writing within 14 calendar days after the existing structure has been removed and again within 14 calendar days after the new structure has been opened to traffic.

RAILROAD REQUIREMENTS

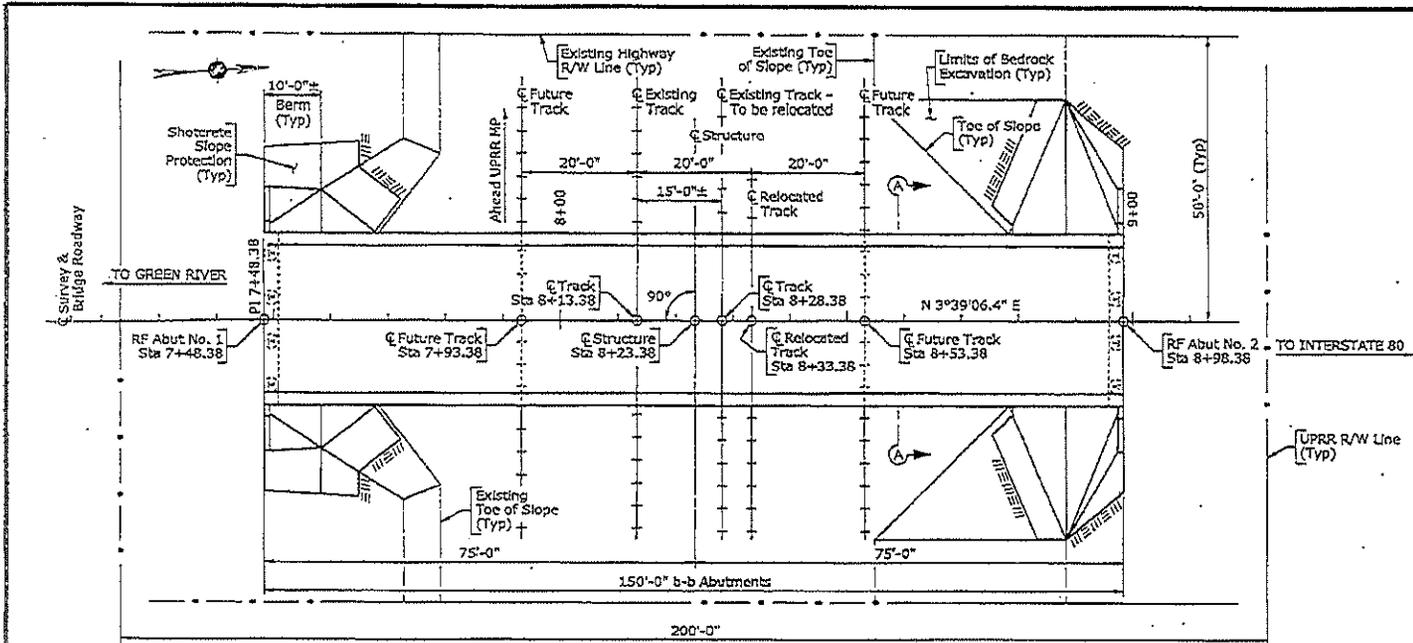
WORK ON RAILROAD PROPERTY: Ensure work on or above railroad property conforms to Special Provision SP-100WE, Work on Railroad Property, Insurance and Railroad Right-Of-Entry Agreement and the following requirements:

- Ensure construction does not cause interruption to railroad operations. Railroad traffic will remain open at all times. See detail below for minimum track clearance requirements.
- Work will not be allowed within 50 feet of the track centerline while a train passes. Equipment must be secured and personnel must clear the area within 25 feet of the track centerline.
- Ensure demolition within the railroad's right-of-way is in compliance with the railroad's Demolition Guidelines.
- Ensure construction does not cause an increase in flow volume or characteristics in the railroad's ditches and drainage structures.
- The engineer will verify all permanent clearances before project closing. For permanent clearances, see Sheet No. 3.
- Ensure falsework clearances comply with minimum construction clearances.
- Submit an erosion and sediment control plan to the Railroad for approval prior to construction.
- Ensure shoring systems that impact the Railroad's operations and/or support the Railroad's embankment are designed and constructed per the current Railroad Guidelines for Temporary Shoring.
- Verify all permanent clearances at the end of construction.

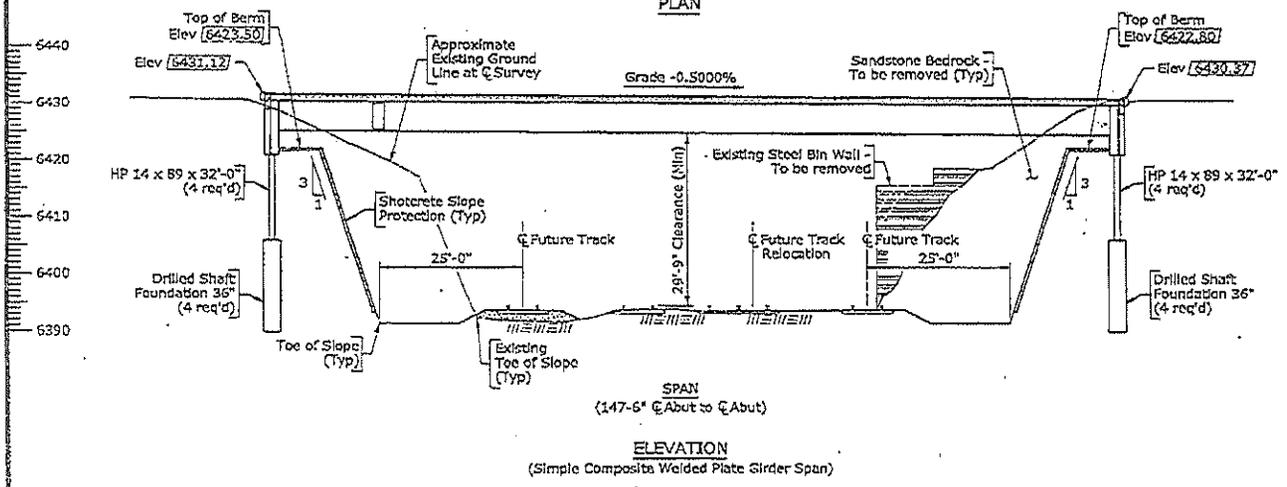


MINIMUM TRACK CLEARANCE REQUIREMENTS

WYOMING DEPARTMENT OF TRANSPORTATION PROJECT PROGRAM			
GENERAL NOTES			
BRIDGE OVER UPRR			
STA 8+25.38			
Peru Cutoff Road / CN 4-37			
CN041.06		SW	
DESIGNER <i>[Signature]</i>	DESIGN SECTION R. T. Shields	DATE 7-20-2011	SHEET NO. 7739
		Sheet 2 of 20	



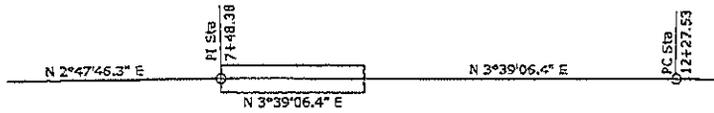
PLAN



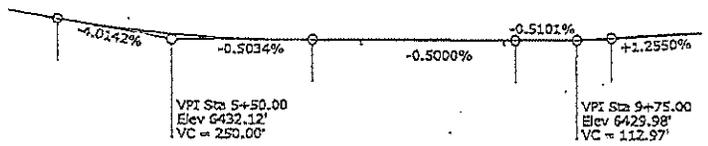
ELEVATION
 (Simple Composite Welded Plate Girder Span)

Note: 1) Elevations shown as [6431.17] indicate finished grade at rear face abutment at @ Bridge Roadway.
 2) For Section A-A, see Sheet No. 4.

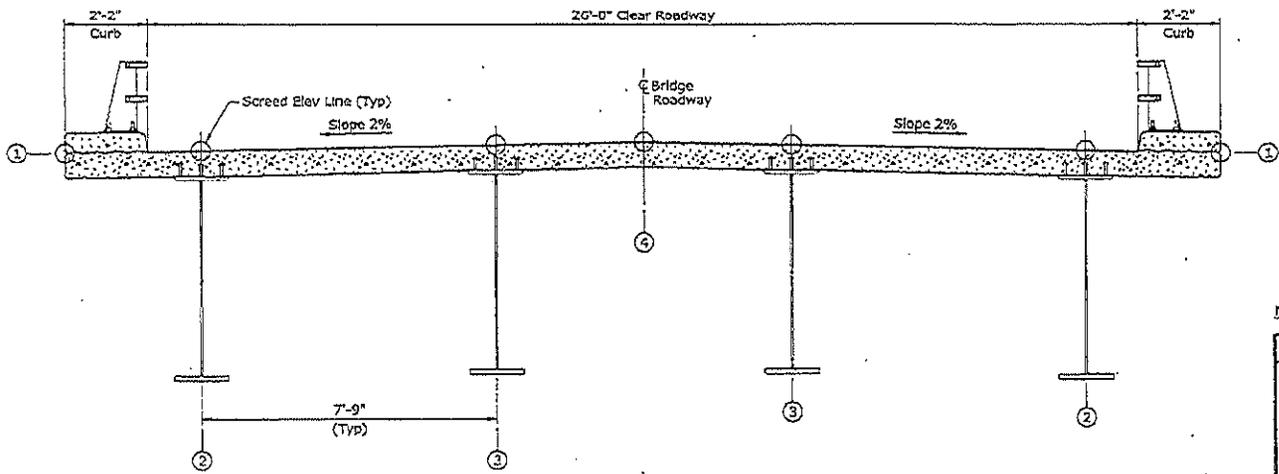
WYOMING DEPARTMENT OF TRANSPORTATION			
PROJECT PROGRAM			
GENERAL PLAN & ELEVATION			
BRIDGE OVER UPRR			
STA 8+23.38			
Peru Cutoff Road / CN 4-37			
CN04106		Sw	
DESIGNED BY <i>Heidi Ruck</i>	CHECKED BY AJM	DESIGN SECTION RCT	DESIGNER R T Stields
DATE 7-16-2015	APP. BY	DRWG NO. 7739	SHEET NO. 3 of 20



HORIZONTAL CURVE DATA



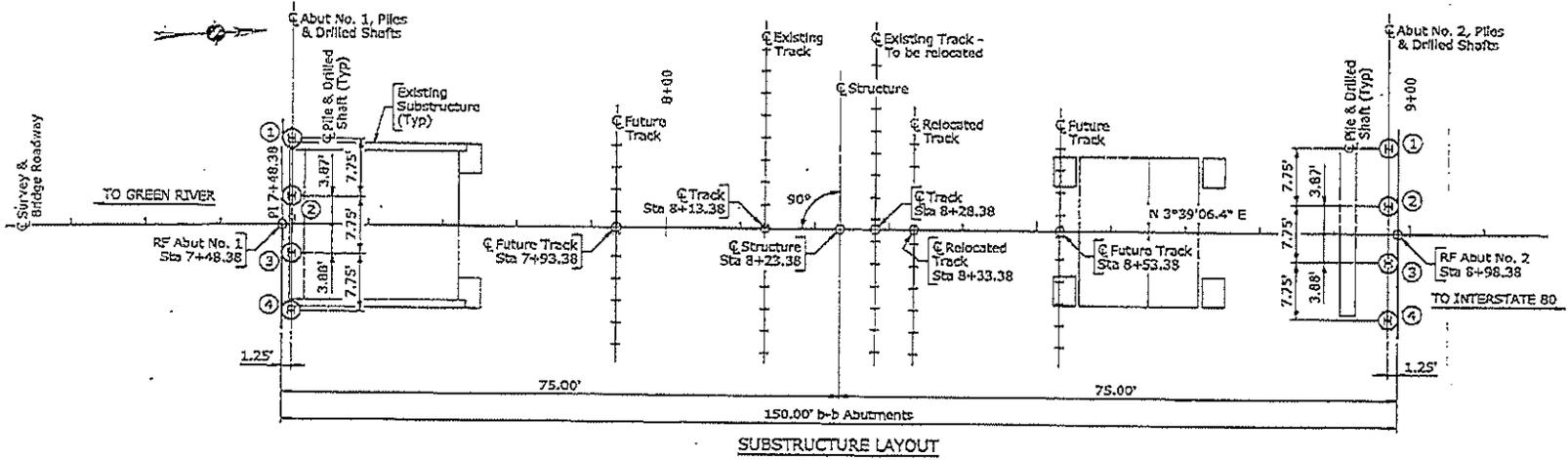
GRADE DATA



SECTION A-A

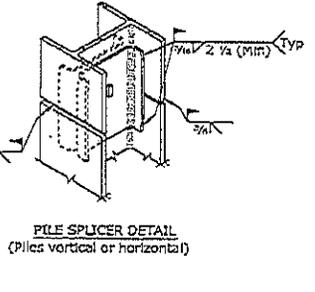
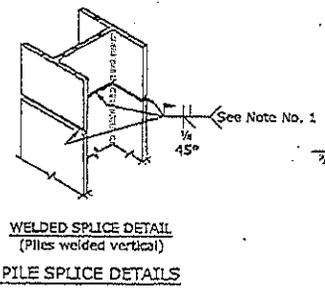
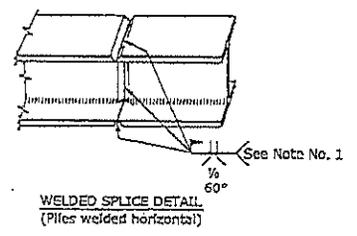
Note: For location of Section A-A, see Sheet No. 3.

WYOMING DEPARTMENT OF TRANSPORTATION BRIDGE PROGRAM	
GENERAL PLAN & ELEVATION	
BRIDGE OVER UPRR	
STA 8+23.38	
Peru Cutoff Road / CN 4-37	
CN04106	Sw
DESIGNED: <i>Heidi R. Bunker</i>	DESIGN SECTION: R T Shields
CHECKED: <i>AM</i>	DATE: 7-16-2015
DATE: 7-16-2015	DRWG NO. 7739
	SHEET 4 OF 20



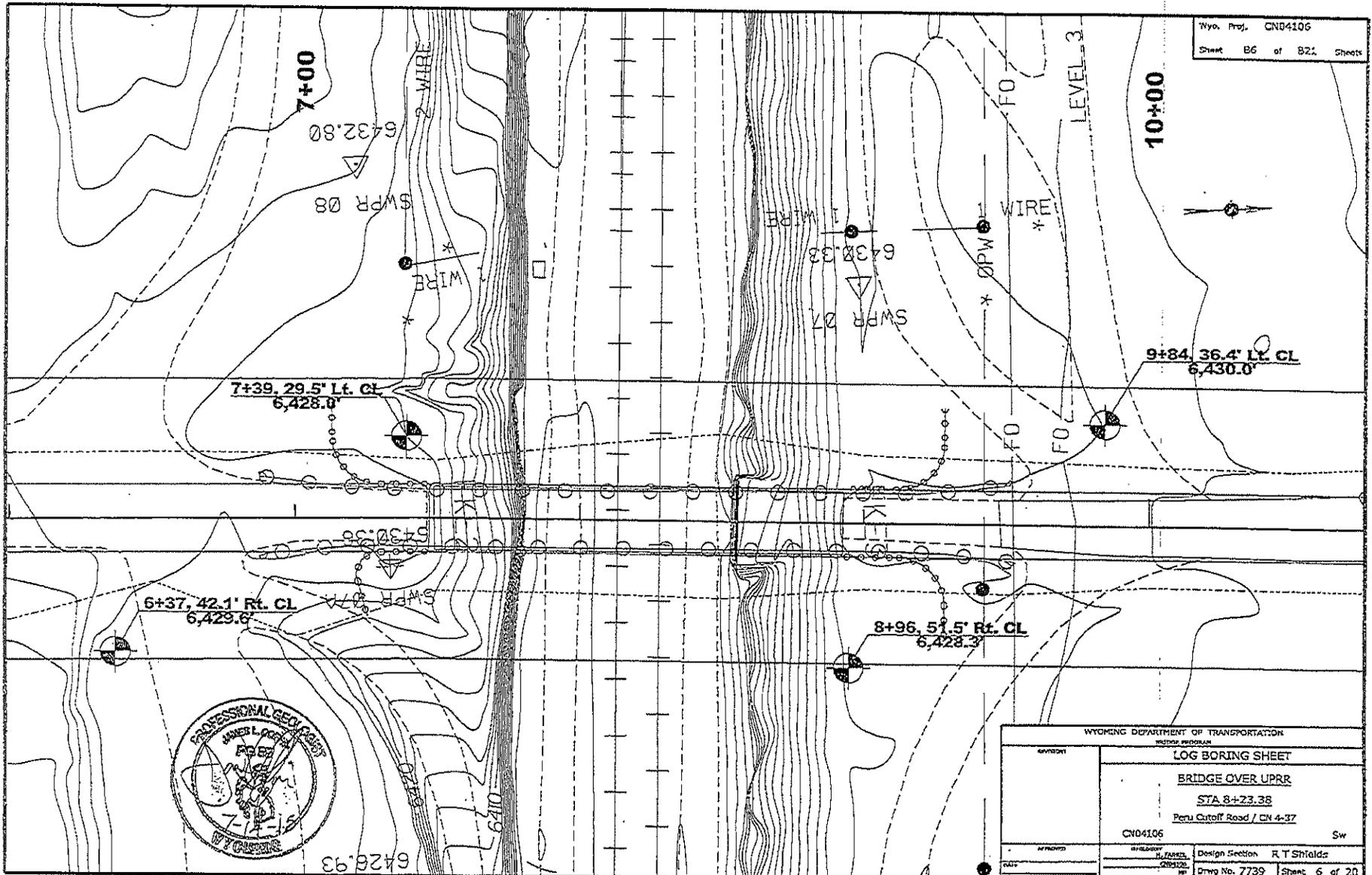
SUBSTRUCTURE LAYOUT

SUBSTRUCTURE DATA				
Location	HP 14 x 89 Pile Elevations		Drilled Shaft Elevations	
	Piles No. (1)-(4)		No. (1)-(4)	
	Top	Bottom	Top	Bottom
Abut No. 1	6422.97	6390.97	6406.97	6390.97
Abut No. 2	6422.22	6390.22	6406.22	6390.22



Note: 1) Gauge root to sound metal before welding second side.
 2) Drilled shafts are 36" diameter.

WYOMING DEPARTMENT OF TRANSPORTATION BRIDGE PROGRAM			
SUBSTRUCTURE LAYOUT			
1 BRIDGE OVER UPRR			
STA 8+23.38			
Paru Cutoff Road / CN 4-37			
CN04106		Sw	
DESIGNED BY <i>John A. Shields</i> DATE 7-16-2015	CHECKED BY AJM RGT	DESIGN SECTION R T Shields	
	DATE AJM RGT	DRWG NO. 7739	SHEET 5 of 20

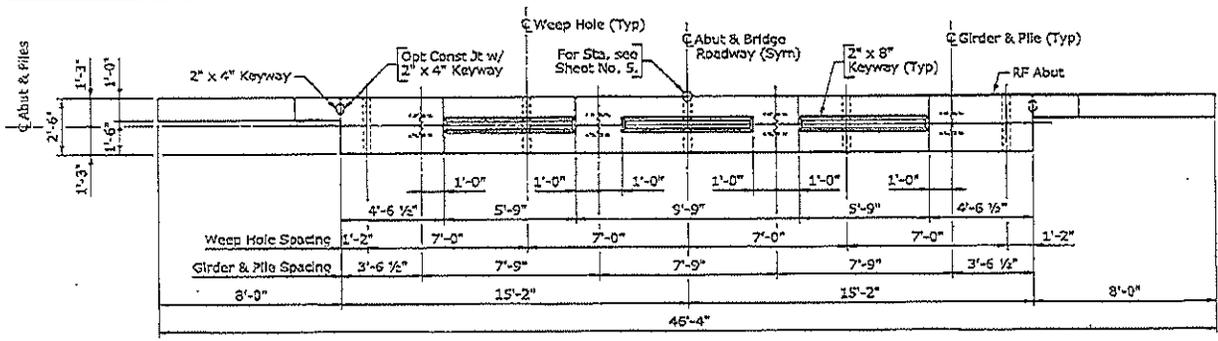


Wyo. Proj. CN04106
 Sheet 06 of 021 Sheets

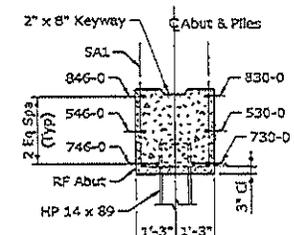


WYOMING DEPARTMENT OF TRANSPORTATION <small>WYDOT PROGRAM</small>			
LOG BORING SHEET			
BRIDGE OVER UPRR			
STA 8+23.38			
Peru Cutoff Road / CN 4-37			
CN04106		Sw	
BY PROJECT	BY DESIGNER	Design Section	R. T. Shields
DATE	DATE	Drawg No. 7739	Sheet 6 of 20

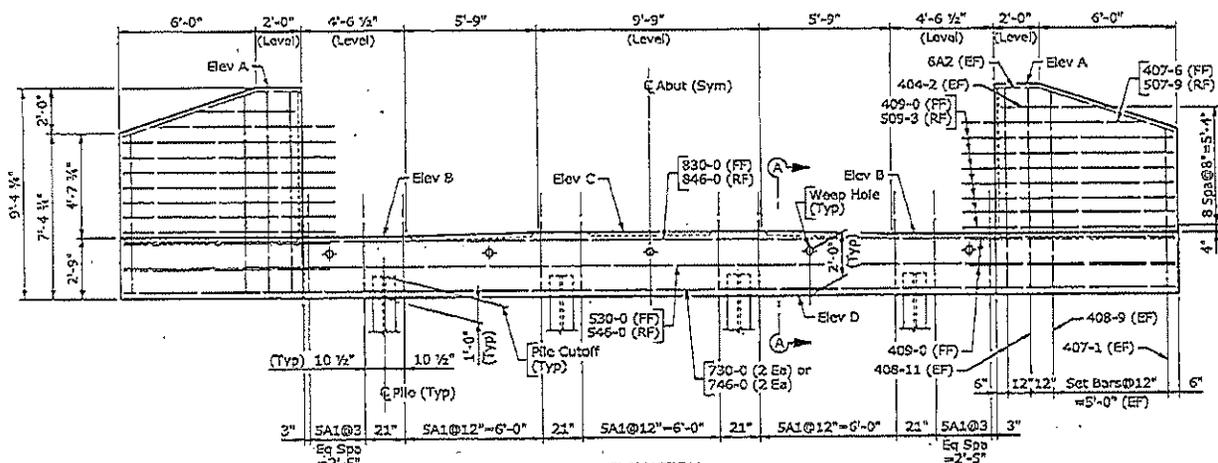
cn04106_b1.dgn



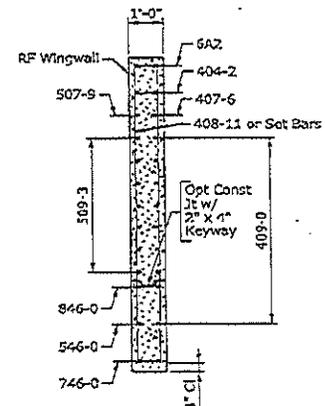
PLAN
 (Drilled shafts not shown)



SECTION A-A

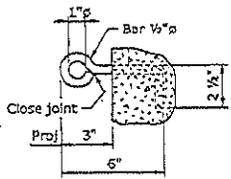


ELEVATION
 (Looking back station at Abut. No. 1, looking ahead station at Abut. No. 2)



TYPICAL WINGWALL ELEVATION

- Note: 1) For pile cutoff elevations, see Sheet No. 5.
 2) For weep hole assembly detail, see Sheet No. 16.

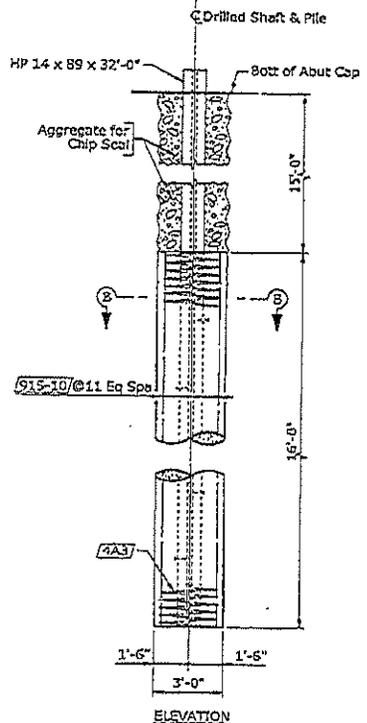


EYEBOLT DETAIL
 (16 req'd for securing fence)

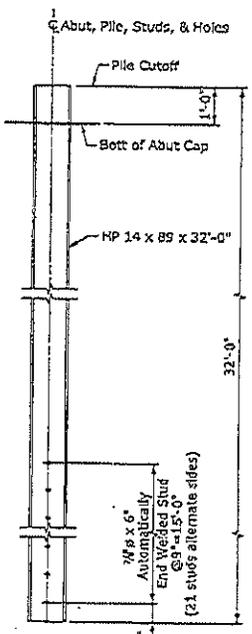
TABLE OF ELEVATIONS				
Location	Elev A	Elev B	Elev C	Elev D
Abut. No. 1	6431.36	6424.72	6424.87	6421.97
Abut. No. 2	6430.61	6423.97	6424.13	6421.22

WYOMING DEPARTMENT OF TRANSPORTATION BRIDGE PROGRAM			
ABUTMENT DETAILS			
BRIDGE OVER UPRR			
STA 8+23.38			
Peru Cutoff Road / CN 4-37			
CNO4106			Sw
DESIGNER RGT	CHKD RGT	DATE 7-16-2015	DRWG No. 7739
DESIGNER RGT	CHKD RGT	DATE 7-16-2015	Sheet 8 of 20

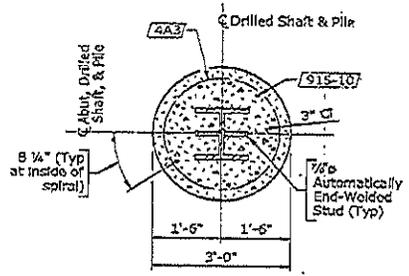
BILL OF REINFORCEMENT			
Location	Mark	Number Required Per Abut	
Cap	409-0	4	
	5A1	29	
	530-0	1	
	546-0	1	
	730-0	2	
	746-0	2	
	830-0	1	
	846-0	1	
	Weight	975 LB	
Wingwalls	404-2	4	
	407-6	2	
	408-11	8	
	409-0	14	
	Set Bars	4	
	507-9	2	
	509-3	14	
	6A2	4	
	Weight	479 LB	
Drilled Shafts	4A3/	4	
	915-10/	44	
	Weight	3072 LB	
Bending Diagrams			
Set Diagrams			
Spirals			
Mark	Core	Pitch	Turns
4A3/	30"	6"	#33.5



ELEVATION



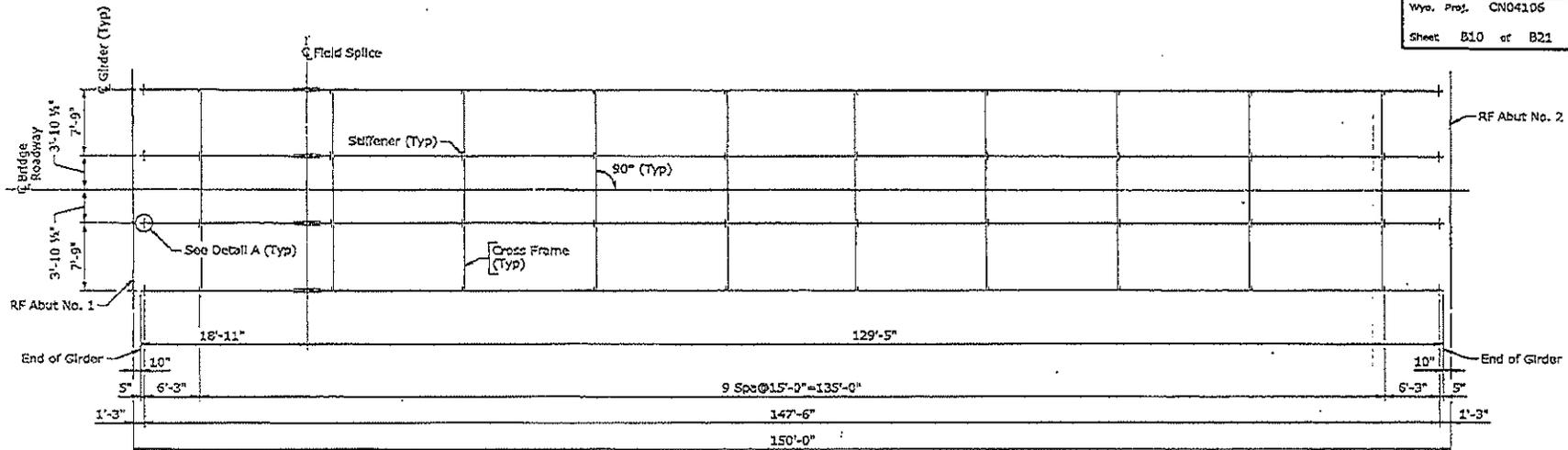
PILE DETAIL
(8 req'd)



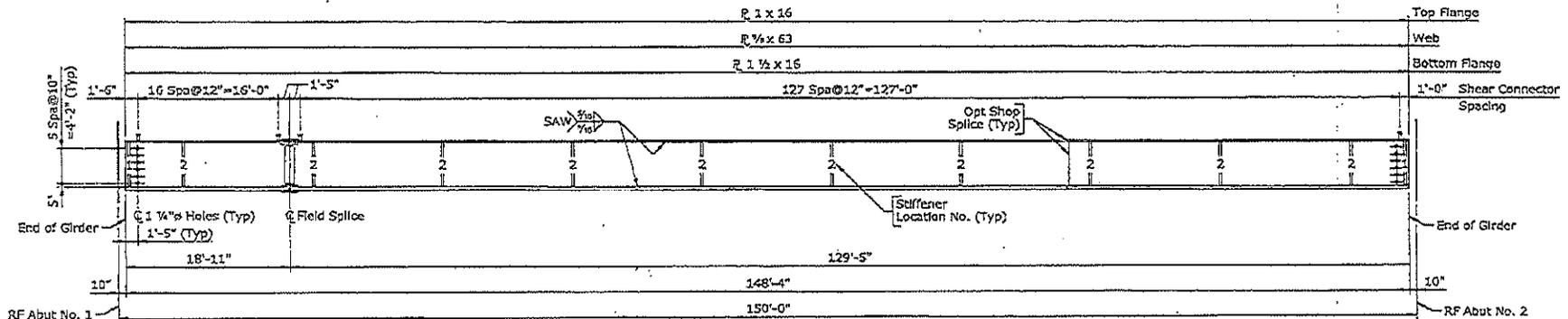
SECTION B-B

- Note:
- 1) Ensure the reinforcing steel fabricator prefixes bar marks this sheet with numeral 1 at Abutment No. 1 and numeral 2 at Abutment No. 2.
 - 2) The number of turns for 4A3/ includes 1 1/2 turns at the top.
 - 3) The estimated quantity of class B concrete is 13.1 CY per abutment.
 - 4) Reinforcing steel shown as 915-10/ is not included in the quantity of reinforcing steel.

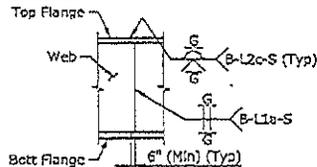
WYOMING DEPARTMENT OF TRANSPORTATION			
BRIDGE PROJECT			
ABUTMENT DETAILS			
BRIDGE OVER UPRR			
STA 8+23.38			
Peru Cutoff Road / CN 4-37			
CN04106		Sw	
DESIGNED BY R.T. Shields	CHECKED BY R.T. Shields	DESIGN SECTION	R.T. Shields
DATE 1-16-2015	BY R.T. Shields	DRWG NO. 7739	SHEET 9 OF 20



FRAMING PLAN
 (Longitudinal dimensions are along bottom of bottom flange and are typical each girder)



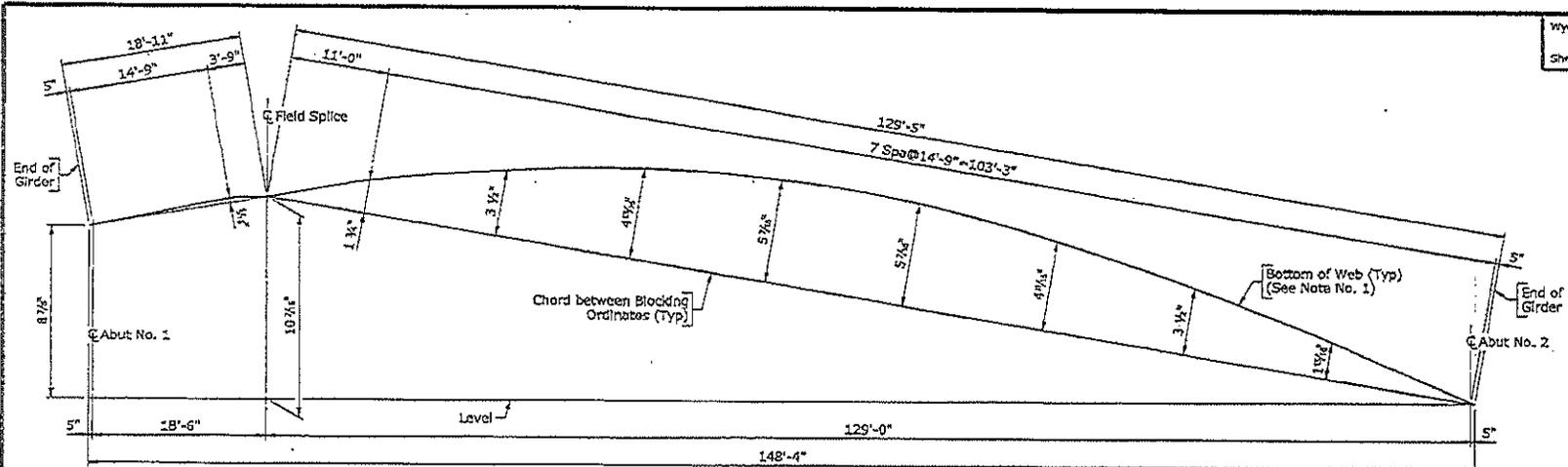
GIRDER ELEVATION
 (Longitudinal dimensions are parallel with finished grade)



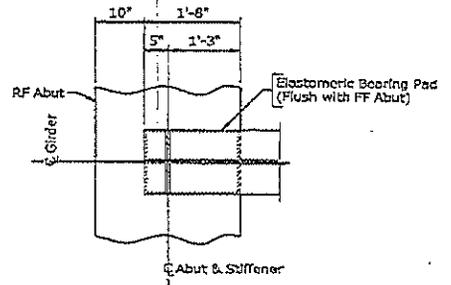
OPTIONAL SHOP SPICE DETAIL

- Notes:**
- 1) If the optional shop splice is used, ensure flange and web splice welds are inspected by ultrasonic testing after being ground flush.
 - 2) The field splice may be eliminated at no additional cost to the department. A revised Web Cutting Diagram will be provided by the WYDOT Bridge program upon request.
 - 3) For Detail A and Field Splice Detail, see Sheet No. 11.

WYOMING DEPARTMENT OF TRANSPORTATION <small>BRIDGE PROGRAM</small>			
SUPERSTRUCTURE DETAILS			
BRIDGE OVER UPRR			
STA 8+23.38			
Peru Cutoff Road / CN 4-37			
CN04106		Sw	
DESIGNED BY <i>M. J. ...</i>	DRAWN BY RGT / KEW AJM / RGT	DESIGN SECTION R T Shields	
CHECKED BY <i>M. J. ...</i>	DATE 7-16-2015	DRWG NO. 7739	SHEET 10 of 20

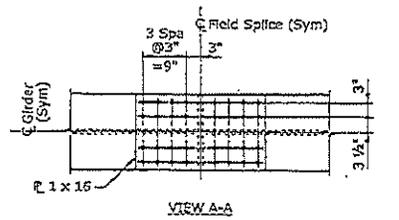


WEB CUTTING DIAGRAM
 (Includes dead load deflections and grade)

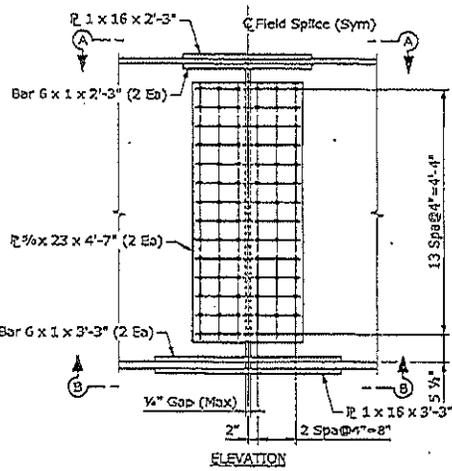


DETAIL A
 (Abut No. 1 shown, Abut No. 2 similar)

- NOTE:**
- 1) Top and bottom of web plates are parallel.
 - 2) The distance from center of bolt holes to edges is 1 1/2" unless noted.
 - 3) For location of Detail A and Optional Field Splice, see Sheet No. 10.

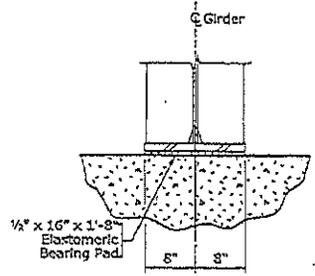


VIEW A-A



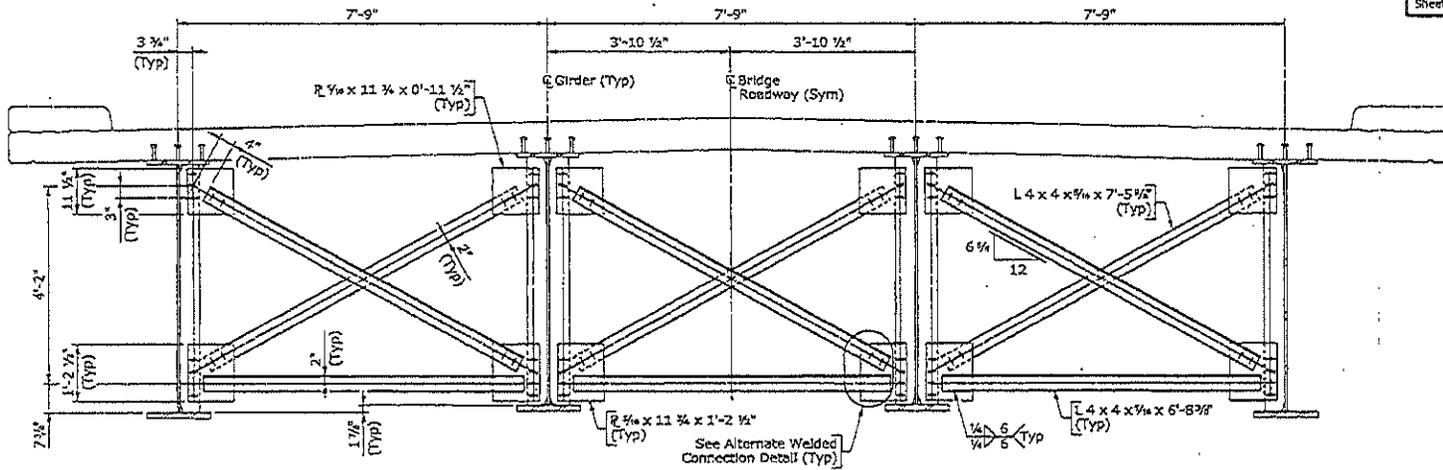
ELEVATION

FIELD SPICE DETAIL
 (4 req'd)

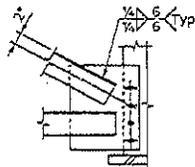


BEARING AT ABUTMENT DETAIL
 (8 req'd)

WYOMING DEPARTMENT OF TRANSPORTATION BRIDGE PROGRAM			
SUPERSTRUCTURE DETAILS			
BRIDGE OVER UPRR			
STA 8+23.38			
Peru Cutoff Road / CV 4-37			
CN04106		SW	
Design Section R T Shields Drawn 7-16-2015	RCT AJM RCT AJM RCT	Design Section R T Shields Drawn No. 7739	Sheet 11 of 20

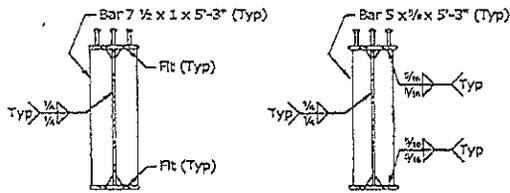


TYPICAL SECTION AT CROSS FRAMES
 (Looking ahead station)
 (30 req'd)

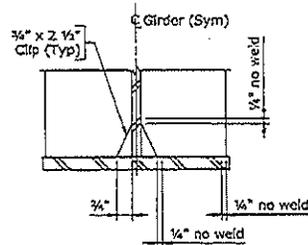


ALTERNATE WELDED CONNECTION DETAIL
 (Bottom connection shown, top connection similar)

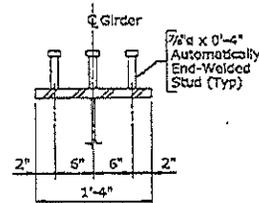
- Note:**
- 1) Terminate cross frame welds 1/4" from edge of members.
 - 2) Bolt pitch is 3" unless noted. The distance from center of bolt holes to edges is 1 1/2" unless noted.
 - 3) Alternate shop welding of bolted cross frame connections and the use of oversized holes in cross frame to stiffener connections will be permitted, at no additional cost to the department. Gusset plates have been sized to accommodate the use of both welded and bolted connections. Ensure oversized holes are in either stiffeners or gusset plates. Ensure the fabricator details the proposed connection on the shop drawings.
 - 4) Shear connectors are intended to be field installed in accordance with Supplementary Specification SS-500F, Automatically End-Welded Studs. If shear connectors are shop applied, ensure compliance with OSHA regulations.
 - 5) For stiffener locations, see Sheet No. 10.



STIFFENER DETAILS

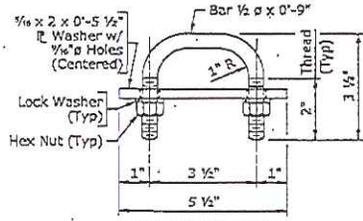


STIFFENER CLIP & WELD DETAIL
 (Typ top & bot)

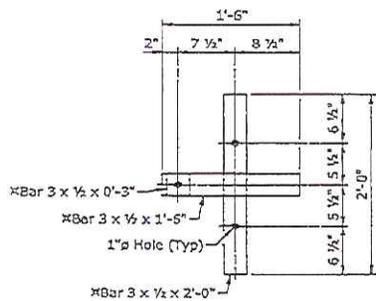


SHEAR CONNECTOR DETAIL
 (1740 studs req'd)

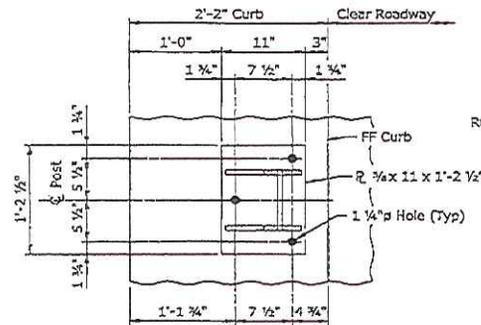
WYOMING DEPARTMENT OF TRANSPORTATION			
PROJECT NUMBER			
SUPERSTRUCTURE DETAILS			
BRIDGE OVER UPRR			
STA 8+23.38			
Peru Cutoff Road / CN 4-37			
CN04106		Sw	
DESIGNER <i>[Signature]</i> DATE 7-16-2015	CHECKED AJM / RCT DATE 7-16-2015	KEY RCT DATE 7-16-2015	Design Section R T Shields Dwg No. 7739 Sheet 12 of 20



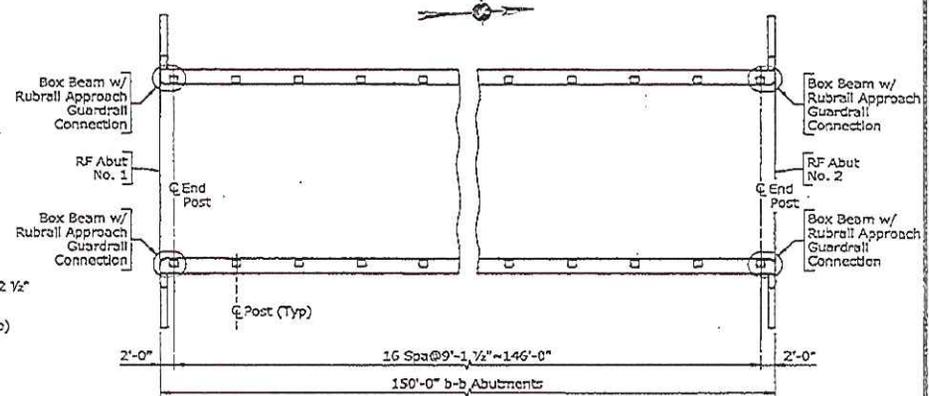
RAIL BOLT DETAIL



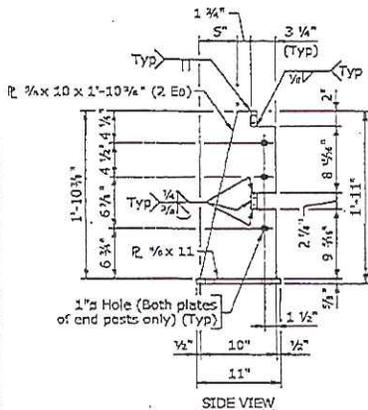
SECTION B-B
 (Not galvanized)
 (Anchor bolts and slab not shown)



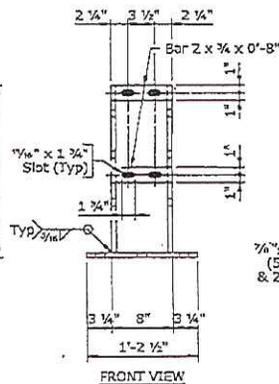
VIEW A-A
 (Anchor bolts, rails, and rail bolts not shown)



PLAN
 (34 posts req'd on bridge)

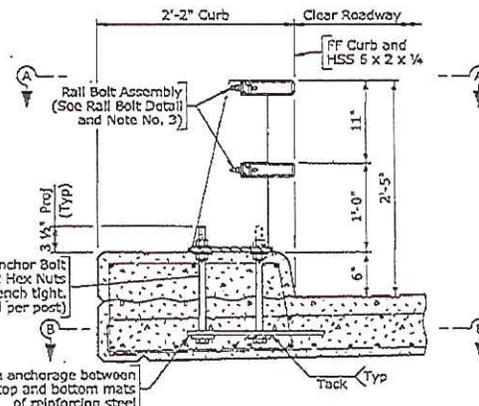


SIDE VIEW



FRONT VIEW

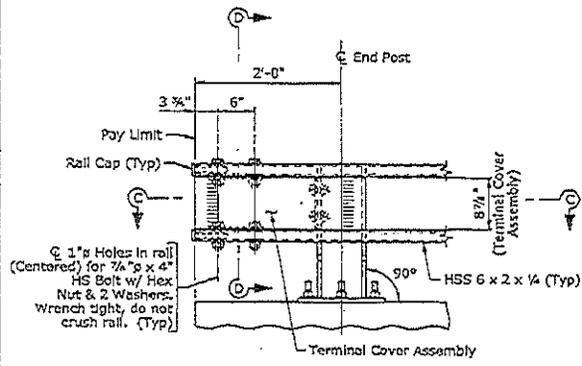
POST DETAILS
 (See View A-A for anchor bolt hole spacing)



ASSEMBLY DETAIL
 (Shown near End Post)

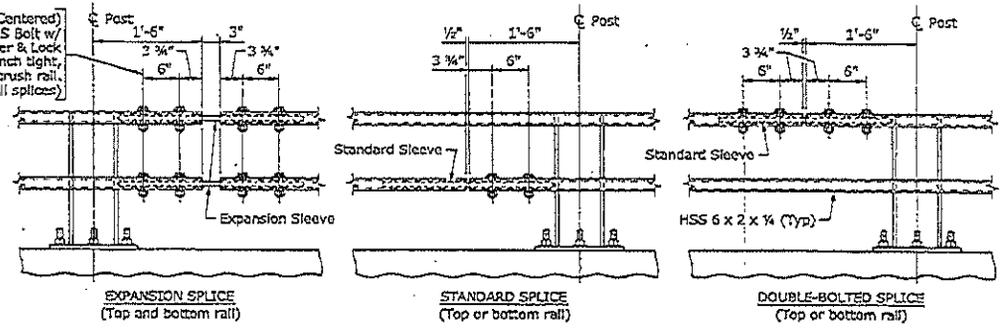
- Note: 1) Anchor bolts may be tack welded to anchor (Shop or field).
 2) At post locations, drill two 1 1/2" holes in each rail to receive rail bolts (Shop or field). See Post Details for hole spacing.
 3) Paint surfaces of the railing components that have been cut, drilled, or otherwise damaged with two coats of zinc-rich paint conforming to ASTM A 780.
 4) After installing rails, paint exposed bolt threads with two coats of zinc-rich paint conforming to ASTM A 780.

WYOMING DEPARTMENT OF TRANSPORTATION BRIDGE PROGRAM			
BRIDGE RAILING DETAILS			
BRIDGE OVER UPRR			
STA 8+23.38			
Peru Cutoff Road / CN 4-37			
CN04106		SW	
DESIGN R.T. Shields	CHECK AJM	DATE 7-16-2015	DRWG NO. 7739
SHEET 13 OF 20		cn04106_br1.dgn	



ELEVATION AT TERMINAL

1/4" Holes in rail (Centered) for 3/4" x 3 1/2" HS Bolt w/ Hex Nut, Washer & Lock Washer. Wrench tight, do not crush rail. (Typ) (All splices)

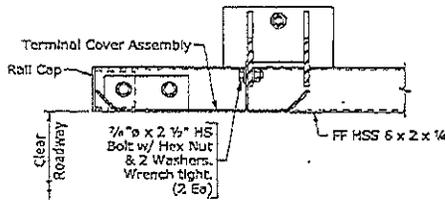


EXPANSION SPLICE (Top and bottom rail)

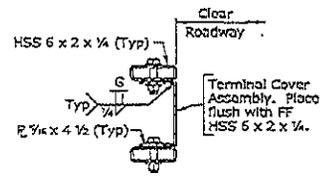
STANDARD SPLICE (Top or bottom rail)

DOUBLE-BOLTED SPLICE (Top or bottom rail)

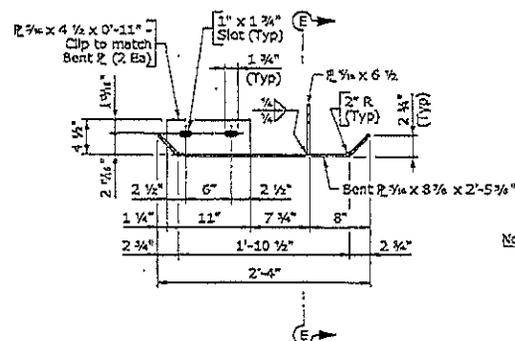
TERMINAL COMPONENT REQUIREMENTS		
Approach Guardrail Connection	Rail Caps Required	Terminal Cover Assembly Required
MGS Approach Guardrail	Yes (Without bolts)	No
Box Beam w/ Rubrail Approach Guardrail	No	No
No Approach Guardrail	Yes (With bolts)	Yes



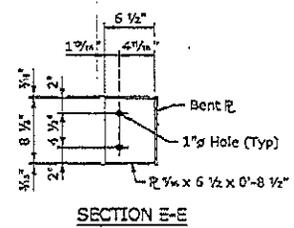
SECTION C-C



SECTION D-D

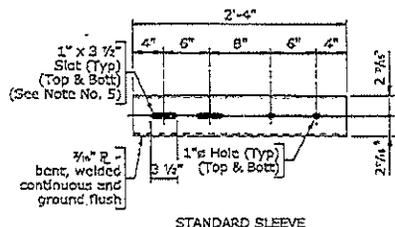


TERMINAL COVER ASSEMBLY DETAIL

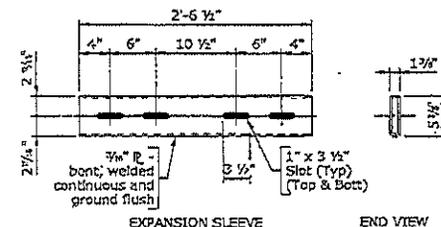


SECTION E-E

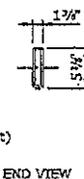
- Note:
- 1) Ensure each rail length is continuous over a minimum of two posts.
 - 2) In rehabilitation work, ensure railing that cannot possibly be made continuous over a minimum of two posts has a double-bolted splice.
 - 3) Splices may be located on either side of post.
 - 4) Not more than one splice is permitted per side of post, except at expansion splices.
 - 5) Slots may be omitted in standard sleeves where bolts are required on one side of splice only.
 - 6) Do not shop splice rails.
 - 7) Terminal components removed during rehabilitation work will remain the property of the department.
 - 8) Installation of MGS approach guardrail will require other fabricated assemblies to be connected to end post. See road plans for details and pay item.



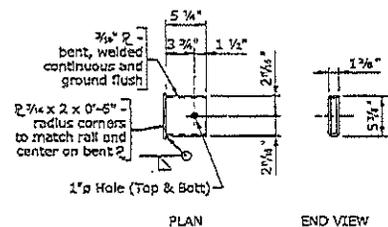
STANDARD SLEEVE



EXPANSION SLEEVE



END VIEW

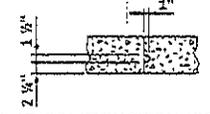
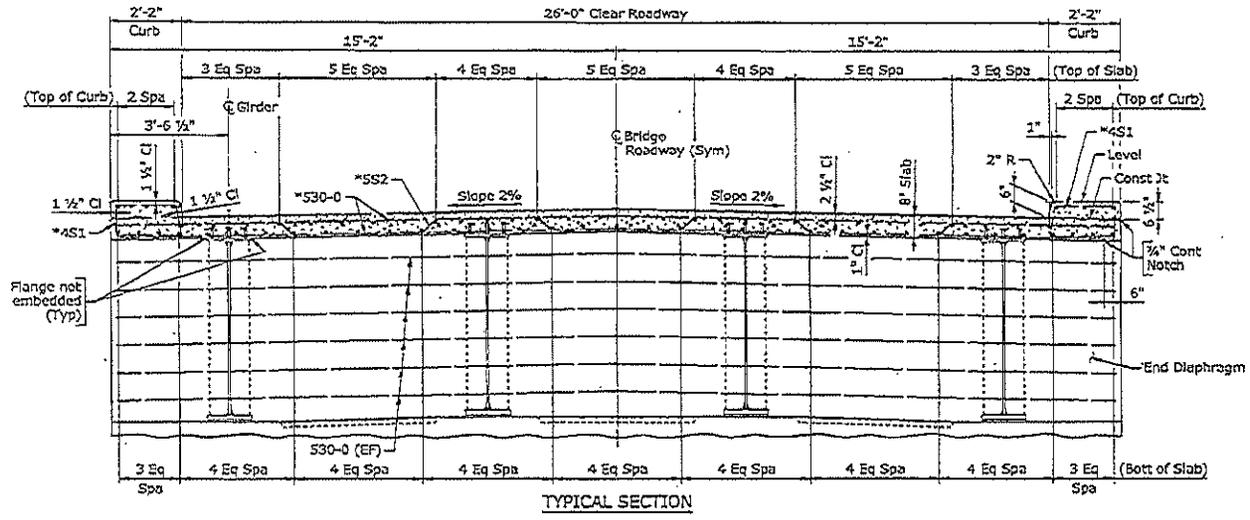
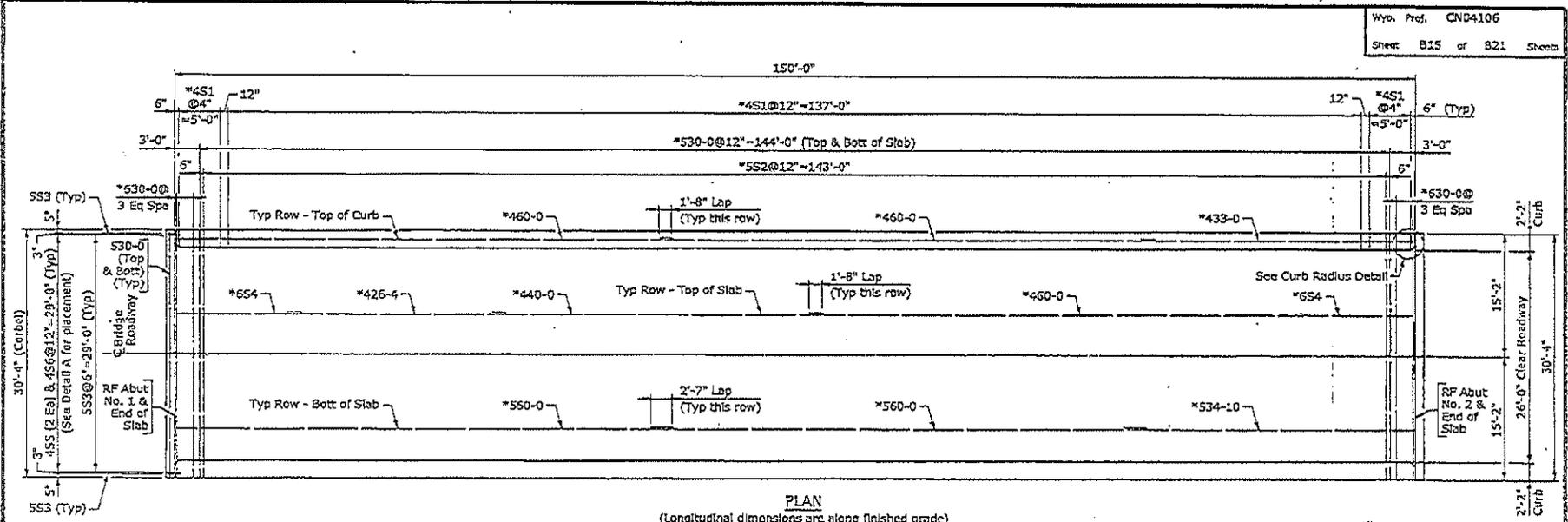


RAIL CAP DETAILS

END VIEW (2 3/4" x 2 not shown)

SLEEVE DETAILS

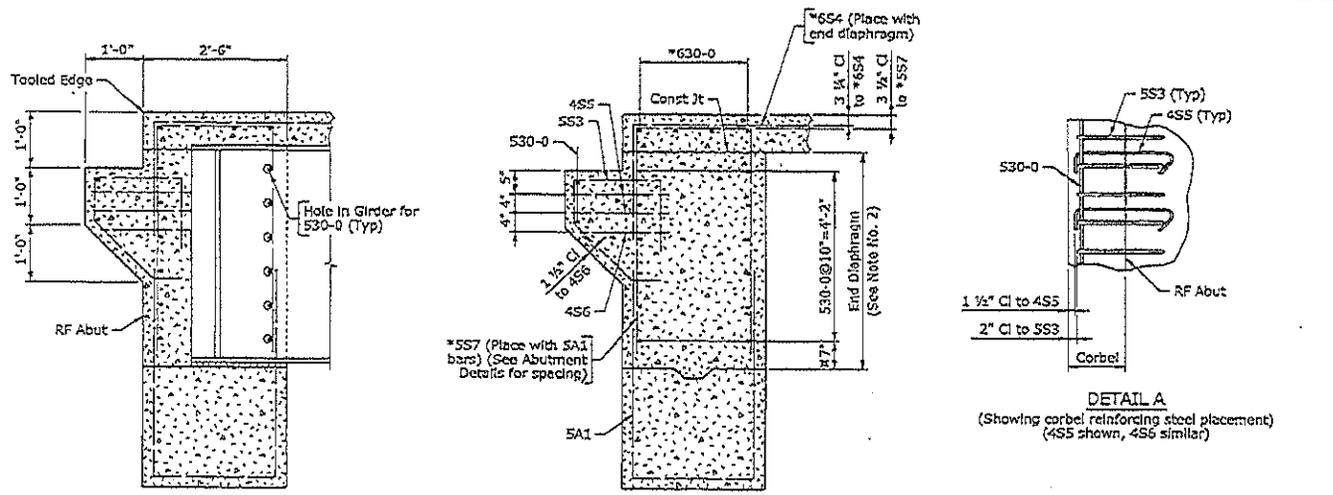
WYOMING DEPARTMENT OF TRANSPORTATION BRIDGE PROGRAM			
BRIDGE RAILING DETAILS			
BRIDGE OVER UPRR			
STA 8+23.38			
Peru Cutoff Road / CN 4-37			
CN04106		Sw	
DESIGN	CHKD	BY	Design Section RT Shields
DRAWN	APP'D	DATE	Drawg No. 7739
DATE	7-16-2015		Sheet 14 of 20



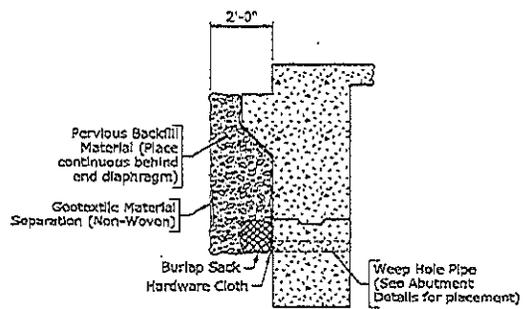
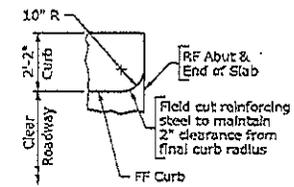
SLAB CONSTRUCTION JOINT DETAIL
 (Place parallel with transverse reinforcing steel)
 (For emergency use only)

- Note: 1) Place concrete in slab in one continuous operation at the minimum rate of 18 feet per hour.
 2) For Bridge Railing Details, see Sheets No. 13 & 14.
 3) For Detail A and Curb Radius Detail, see Sheet No. 15.

WYOMING DEPARTMENT OF TRANSPORTATION BRIDGE PROGRAM			
SLAB DETAILS			
BRIDGE OVER UPRR			
STA 8+23.38			
Peru Cutoff Road / CN 4-37			
CN04106			SW
DESIGN	RCL	KRW	Design Section - R T Shields
CHECK	AJM	RCL	Drwg No. 7739
DATE	7-20-2016	RCL	Sheet 15 of 20



TYPICAL SECTIONS THRU END DIAPHRAGM
(Dimensions are perpendicular to RF Abut)



BILL OF REINFORCEMENT		
Location	Mark	Number Required
End Diaphragms	4S5	120
	4S6	60
	SS3	122
	*SS7	58
	530-0	28
	*6S4	60
	**Weight	**2,189 LB
	Weight	1,860 LB
Slab and Curbs	*4S1	340
	*426-4	30
	*433-0	6
	*440-0	30
	*460-0	42
	*SS2	144
	*530-0	296
	*S24-10	35
	*560-0	70
	*630-0	8
	*Weight	*24,354 LB

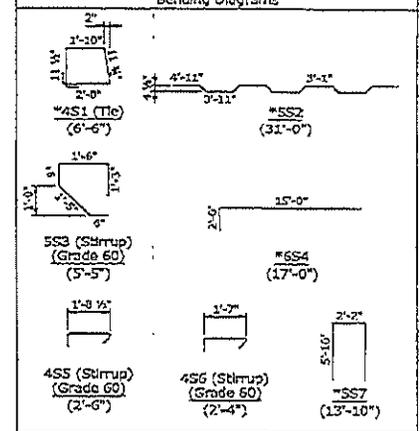


TABLE OF SCREED ELEVATIONS											
Add base elevation 6425.00 to elevations listed in table. Elevations include grade, slope, and correction for dead load deflection. For screed line locations, see Sheet No. 4.											
Screed Line No.	Tenth Points of Span										
	1.0 @ Abut No. 1	1.1	1.2	1.3	1.4	1.5	1.6	1.7	1.8	1.9	2.0 @ Abut No. 2
①	5.81	5.86	5.90	5.92	5.90	5.85	5.75	5.62	5.46	5.27	5.07
②	5.88	5.94	5.97	5.99	5.97	5.92	5.82	5.69	5.53	5.34	5.14
③	6.04	6.09	6.13	6.15	6.13	6.07	5.98	5.85	5.68	5.50	5.30
④	6.12	6.17	6.21	6.22	6.21	6.15	6.06	5.93	5.76	5.57	5.37

- Note:**
- 1) Each weep hole assembly consists of a pipe 4 STD through abutment cap, one 6" x 6" piece of aluminum or galvanized steel wire 4 mesh hardware cloth (Minimum wire diameter 0.03") centered over pipe end and firmly anchored to rear face abutment, and one cubic foot of coarse aggregate in a securely tied burlap sack.
 - 2) Ensure end diaphragms obtain 80% of ultimate design strength (f_c) by cylinder tests before placing slab.
 - 3) Ensure the reinforcing steel fabricator prefixes bar marks this sheet with numeral 3.
 - 4) Dimension is at \bar{c} Girder.
 - 5) The estimated quantity of class A concrete for slab is 112.4 CY.
 - 6) The estimated quantity of class B concrete for end diaphragms is 34.5 CY. The estimated quantity of class B concrete for curbs is 12.1 CY.
 - 7) For location of Detail A and Curb Radius Detail, see Sheet No. 15.
 - 8) For Abutment Details, see Sheets No. 8 & 9.

WYOMING DEPARTMENT OF TRANSPORTATION
BRIDGE PROGRAM

SLAB DETAILS

BRIDGE OVER UPRR

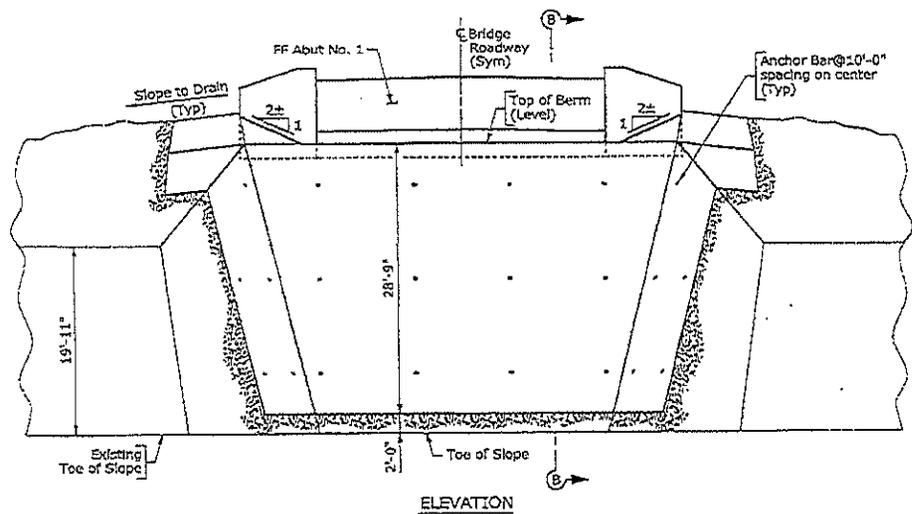
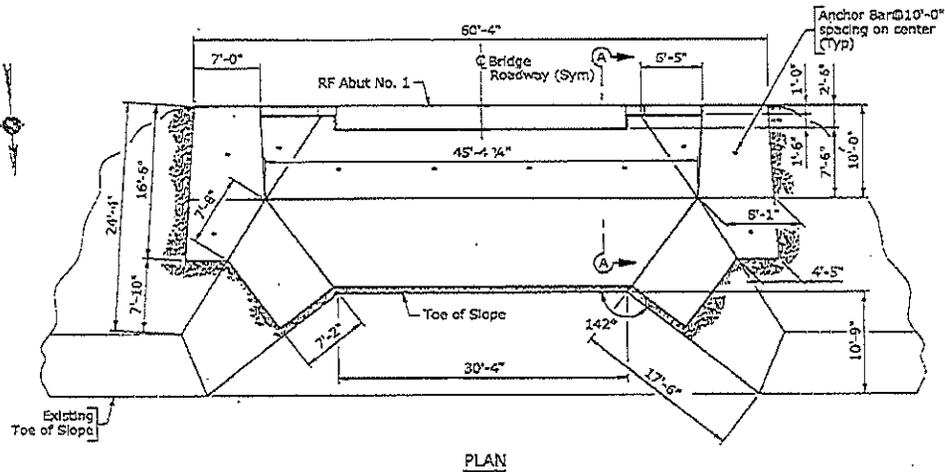
STA 8+23.38

Part Cutoff Road / CN 4-37

CN04106

Design Section: R T Shields
Drawn: RCT
Checked: AJM

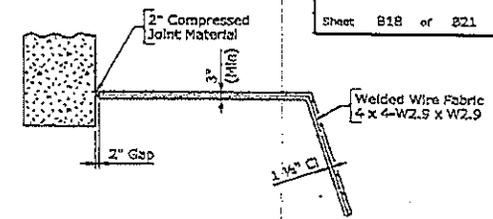
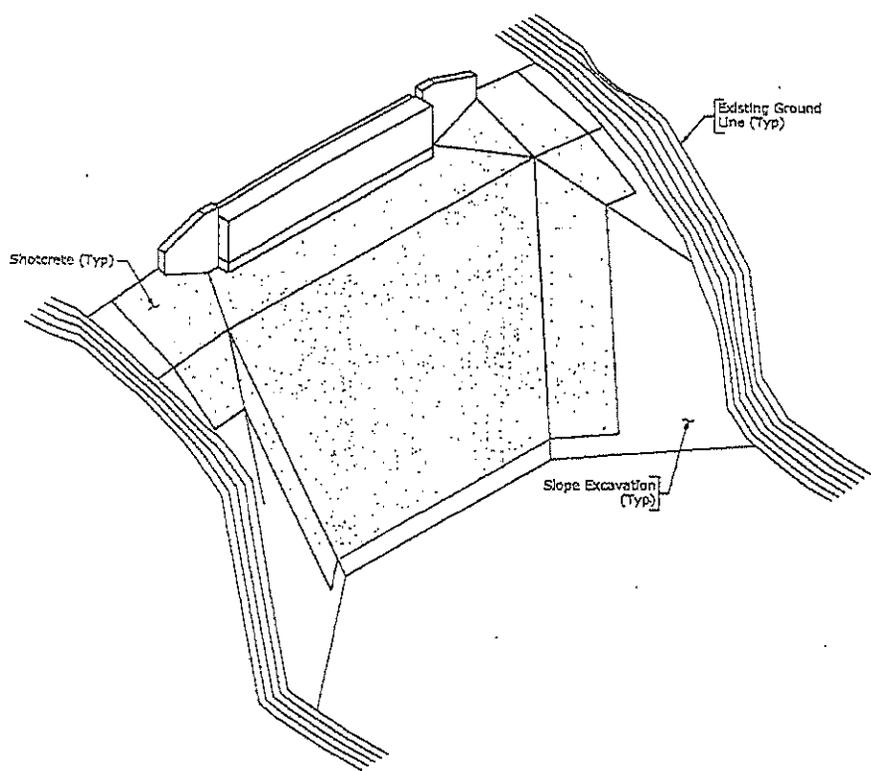
Sheet 16 of 20



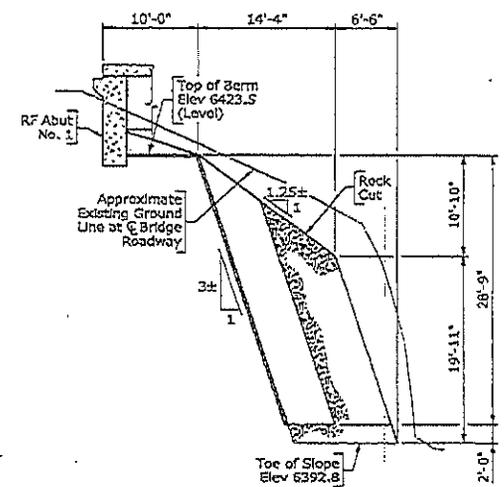
Note: For Sections A-A & B-B, see Sheet No. 18.

ABUTMENT NO. 1

WYOMING DEPARTMENT OF TRANSPORTATION BRIDGE PROGRAM	
KEYWORD	SLOPE PROTECTION DETAILS
BRIDGE OVER UPRR	
STA 8+23.38	
Peru Cutoff Road / CN 4-37	
CNO4106	Sw
DESIGNER: <i>Nick R. Barber</i>	DESIGN SECTION: R.T. Shields
DATE: 7-16-2015	DRWG NO: 7739
	SHEET: 17 of 20



SECTION A-A

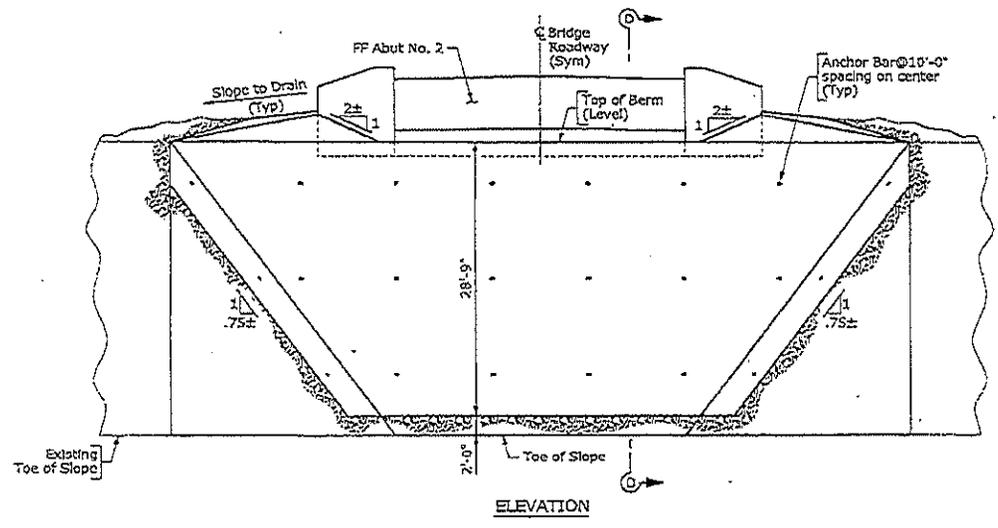
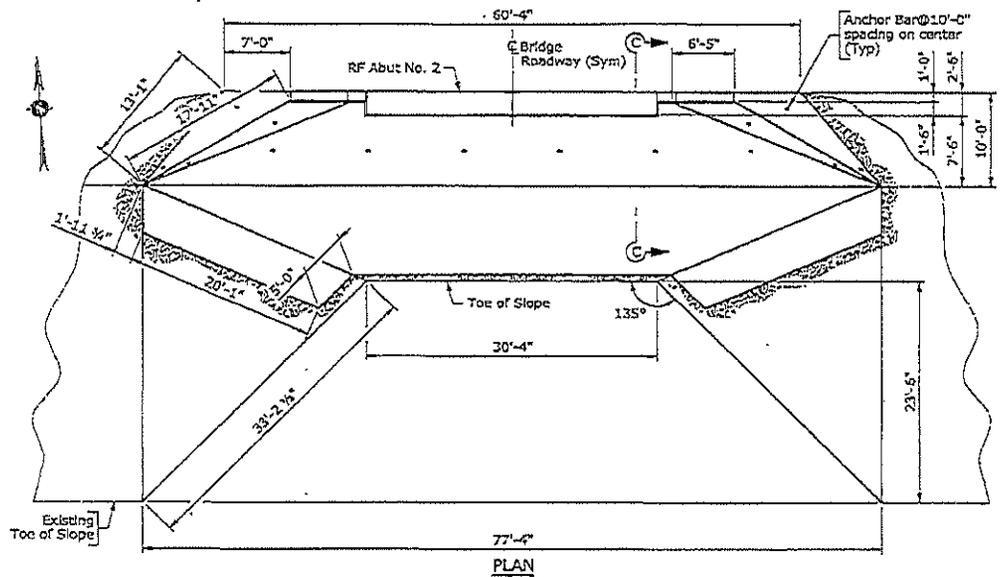


SECTION B-B

Note: For location of Sections A-A & B-B, see Sheet No. 17.

ABUTMENT NO. 1

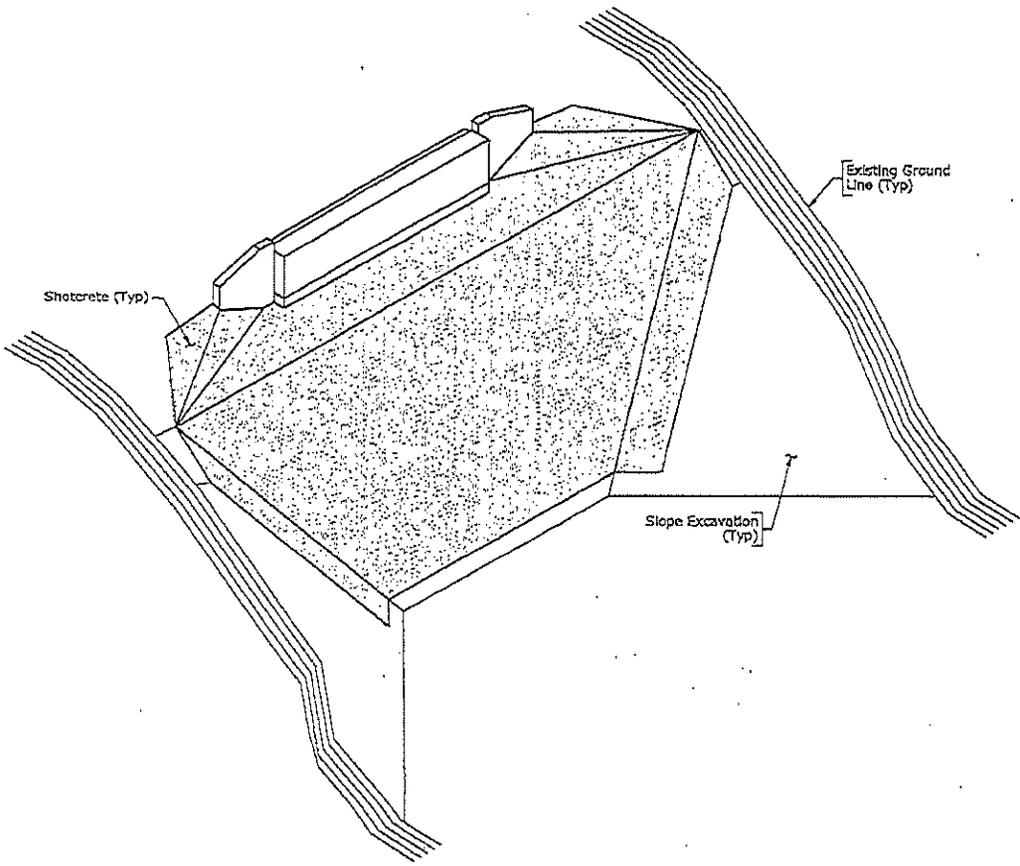
WYOMING DEPARTMENT OF TRANSPORTATION BRIDGE PROGRAM			
SLOPE PROTECTION DETAILS			
BRIDGE OVER UPRR			
STA 8+23.38			
Peru Canyon Road / CN 4-37			
CN04106		SW	
DESIGNER	CHECKED	DESIGN SECTION	R.T. Shields
DATE	APP'D	DRAWING NO.	7735
DRAWN	APPROVED	SHEET NO.	18 of 20



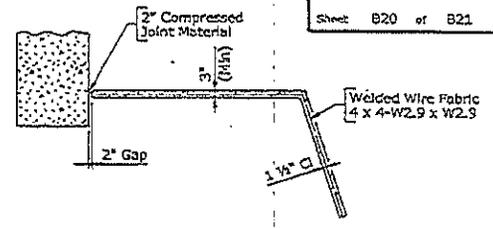
Note: For Sections C-C & D-D, see Sheet No. 20.

ABUTMENT NO. 2

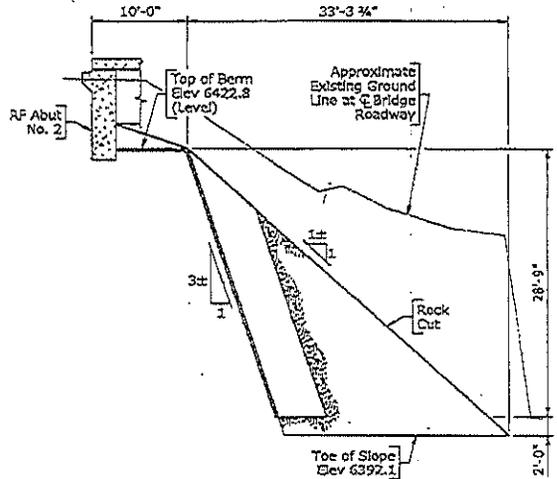
WYOMING DEPARTMENT OF TRANSPORTATION			
SEARCH PROJECT			
SLOPE PROTECTION DETAILS			
BRIDGE OVER UPRR			
STA 8+23.38			
Peru Cutoff Road / CN 4-37			
CN04106		SW	
Design Section R T Shields	Date 7-16-2015	Drawn AJM / RCT	Sheet 19 of 20
Design No. 7739	Project R T Shields	Drawn AJM / RCT	Sheet 19 of 20



ISO VIEW



SECTION C-C



SECTION D-D

Note: For location of Sections C-C & D-D, see Sheet No. 19.

ABUTMENT NO. 2

WYOMING DEPARTMENT OF TRANSPORTATION	
DISTRICT PROGRAM	
SLOPE PROTECTION DETAILS	
BRIDGE OVER UPRR	
STA 8+23.38	
Peru Cutoff Road / CN 4-37	
CN04106	SW
DESIGNER: <i>[Signature]</i>	DESIGN SECTION: R T Shields
DATE: 7-16-2015	DRWG NO. 7739
BY: AJM / RCI	SHEET 20 OF 20

FOR REFERENCE ONLY

Wyo. Proj. CN04106
Sheet B21 of B21 Sheets

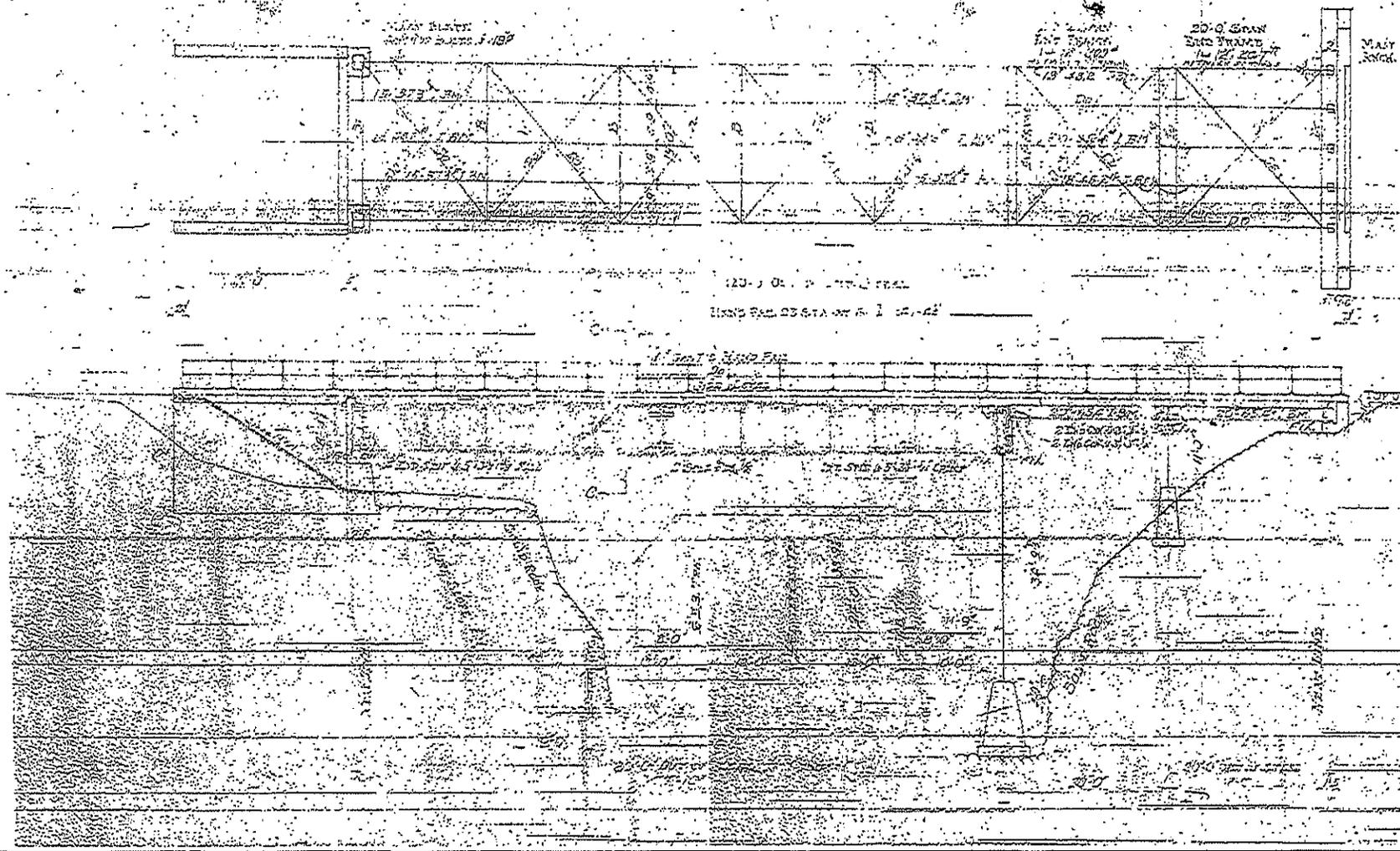


EXHIBIT B

To Public Highway Overpass Crossing
Agreement

Cover Sheet for the
General Terms and Conditions

EXHIBIT B

TO PUBLIC HIGHWAY OVERPASS CROSSING AGREEMENT

GENERAL TERMS AND CONDITIONS

SECTION 1 - CONDITIONS AND COVENANTS

- A. The Railroad makes no covenant or warranty of title for quiet possession or against encumbrances. The Public Bodies shall not use or permit use of the Crossing Area for any purposes other than those described in this Agreement. Without limiting the foregoing, the Public Bodies shall not use or permit use of the Crossing Area for railroad purposes, or for gas, oil or gasoline pipe lines. Any lines constructed on the Railroad's property by or under authority of the Public Bodies for the purpose of conveying electric power or communications incidental to the Public Bodies' use of the property for highway purposes shall be constructed in accordance with specifications and requirements of the Railroad, and in such manner as not adversely to affect communication or signal lines of the Railroad or its licensees now or hereafter located upon said property. No nonparty shall be admitted by the Public Bodies to use or occupy any part of the Railroad's property without the Railroad's written consent. Nothing herein shall obligate the Railroad to give such consent.
- B. The Railroad reserves the right to cross the Crossing Area with such railroad tracks as may be required for its convenience or purposes.
- C. The right hereby granted is subject to any existing encumbrances and rights (whether public or private), recorded or unrecorded, and also to any renewals thereof. The Public Bodies shall not damage, destroy or interfere with the property or rights of nonparties in, upon or relating to the Railroad's property, unless the Public Bodies at their own expense settle with and obtain releases from such nonparties.
- D. The Railroad reserves the right to use and to grant to others the right to use the Crossing Area for any purpose not inconsistent with the right hereby granted, including, but not by way of limitation, the right to construct, reconstruct, maintain, operate, repair, alter, renew and replace tracks, facilities and appurtenances on the property and the right to cross the Crossing Area with all kinds of equipment. The Railroad further reserves the right to attach signal, communication or power lines to the Roadway, provided that such attachments shall comply with Public Bodies' specifications and will not interfere with the Public Bodies' use of the Crossing Area.
- E. So far as it lawfully may do so, the Public Bodies will assume, bear and pay all taxes and assessments of whatsoever nature or kind (whether general, local or special) levied or assessed upon or against the Crossing Area, excepting taxes levied upon and against the property as a component part of the Railroad's operating property.
- F. If any property or rights other than the right hereby granted are necessary for the construction, maintenance and use of the Roadway and its appurtenances, or for the performance of any work in connection with the Project, the Public Bodies will acquire all such other property and rights at its own expense and without expense to the Railroad.

SECTION 2 - CONSTRUCTION OF ROADWAY

- A. The Public Bodies, at their expense, will apply for and obtain all public authority required by law, ordinance, rule or regulation for the Project, and will furnish the Railroad upon request with satisfactory evidence that such authority has been obtained.
- B. Except as may be otherwise specifically provided herein, the Public Bodies, at their expense, will furnish all necessary labor, material and equipment, and shall construct and complete the Roadway and all appurtenances thereof. The appurtenances shall include, without limitation, all necessary and proper drainage facilities, guard rails or barriers, and right of way fences between the Roadway and the railroad tracks. Upon completion of the Project, the Public Bodies shall remove from the Railroad's property all temporary structures and false work, and will leave the Crossing Area in a condition satisfactory to the Railroad.
- C. All construction work of the Public Bodies upon the Railroad's property (including, but not limited to, construction of the Roadway and all appurtenances and all related and incidental work) shall be performed and completed in a manner satisfactory to the Assistant Vice President Engineering-Design of the Railroad or his authorized

representative and in compliance with the Plans, the Railroad's Coordination Requirements set forth in Exhibit D and other guidelines furnished by the Railroad.

- D. All construction work of the Public Bodies shall be performed diligently and completed within a reasonable time. No part of the Project shall be suspended, discontinued or unduly delayed without the Railroad's written consent, and subject to such reasonable conditions as the Railroad may specify. It is understood that the Railroad's tracks at and in the vicinity of the work will be in constant or frequent use during progress of the work and that movement or stoppage of trains, engines or cars may cause delays in the work of the Public Bodies. The Public Bodies hereby assume the risk of any such delays and agrees that no claims for damages on account of any delay shall be made against the Railroad by the Public Bodies and/or the Contractor.

SECTION 3 - INJURY AND DAMAGE TO PROPERTY

If the Public Bodies, in the performance of any work contemplated by this Agreement or by the failure to do or perform anything for which the Public Bodies are responsible under the provisions of this Agreement, shall injure, damage or destroy any property of the Railroad or of any other person lawfully occupying or using the property of the Railroad, such property shall be replaced or repaired by the Public Bodies at the Public Bodies' own expense, or by the Railroad at the expense of the Public Bodies, and to the satisfaction of the Railroad's Assistant Vice President Engineering-Design.

SECTION 4 - RAILROAD MAY USE CONTRACTORS TO PERFORM WORK

The Railroad may contract for the performance of any of its work by other than railroad forces. The Railroad shall notify the Public Bodies of the contract price within ninety (90) days after it is awarded. Unless the Railroad's work is to be performed on a fixed price basis, the Public Bodies shall reimburse the Railroad for the amount of the contract.

SECTION 5 - MAINTENANCE AND REPAIRS

- A. The County, at its expense, shall maintain, repair and renew, or cause to be maintained, repaired and renewed, the entire Roadway, including, but not limited to, the superstructure, substructure, piers, abutments, walls, approaches and all backfill, grading and drainage required by reason of the Roadway, as well as all graffiti removal or overpainting involving the Roadway.
- B. The Railroad, at its expense, will maintain, repair and renew, or cause to be maintained, repaired and renewed, the rails, ties, ballast and communication and signal facilities owned by the Railroad beneath the Roadway.

SECTION 6 - SAFETY MEASURES; PROTECTION OF RAILROAD COMPANY OPERATIONS

It is understood and recognized that safety and continuity of the Railroad's operations and communications are of the utmost importance; and in order that the same may be adequately safeguarded, protected and assured, and in order that accidents may be prevented and avoided, it is agreed with respect to all of said work of the Public Bodies that the work will be performed in a safe manner and in conformity with the following standards:

- A. **Definitions.** All references in this Agreement to the Public Bodies shall also include the Contractor and their respective officers, agents and employees, and others acting under its or their authority; and all references in this Agreement to work of the Public Bodies shall include work both within and outside of the Railroad's property.
- B. **Entry on to Railroad's Property by Public Bodies.** If the Public Bodies' employees need to enter Railroad's property in order to perform an inspection of the Roadway, minor maintenance or other activities, the Public Bodies shall first provide at least ten (10) working days advance notice to the Railroad Representative. With respect to such entry on to Railroad's property, the Public Bodies, to the extent permitted by law, agrees to release, defend and indemnify the Railroad from and against any loss, damage, injury, liability, claim, cost or expense incurred by any person including, without limitation, the Public Bodies' employees, or damage to any property or equipment (collectively the "Loss") that arises from the presence or activities of Public Bodies' employees on Railroad's property, except to the extent that any Loss is caused by the sole direct negligence of Railroad.
- C. **Flagging.**
- (i) If the Public Bodies' employees need to enter Railroad's property as provided in Paragraph B above, the Public Bodies agrees to notify the Railroad Representative at least thirty (30) working days in advance of proposed performance of any work by Public Bodies in which any person or equipment will be within twenty-five (25) feet of



any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad flagman is provided to watch for trains. Upon receipt of such thirty (30) day notice, the Railroad Representative will determine and inform Public Bodies whether a flagman need be present and whether Public Bodies needs to implement any-special protective or safety measures. If flagging or other special protective or safety measures are performed by Railroad, Railroad will bill Public Bodies for such expenses incurred by Railroad. If Railroad performs any flagging, or other special protective or safety measures are performed by Railroad, Public Bodies agree that Public Bodies is not relieved of any of its responsibilities or liabilities set forth in this Agreement.

- (ii) The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Public Bodies shall pay on the basis of the new rates and charges.
- (iii) Reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Public Bodies may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Public Bodies must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Public Bodies will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five day cessation notice has been given to Railroad.

- D. **Compliance With Laws.** The Public Bodies shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work. The Public Bodies shall use only such methods as are consistent with safety, both as concerns the Public Bodies, the Public Bodies' agents and employees, the officers, agents, employees and property of the Railroad and the public in general. The Public Bodies (without limiting the generality of the foregoing) shall comply with all applicable state and federal occupational safety and health acts and regulations. All Federal Railroad Administration regulations shall be followed when work is performed on the Railroad's premises. If any failure by the Public Bodies to comply with any such laws, regulations, and enactments, shall result in any fine, penalty, cost or charge being assessed, imposed or charged against the Railroad, the Public Bodies shall reimburse and, to the extent it may lawfully do so, indemnify the Railroad for any such fine, penalty, cost, or charge, including without limitation attorney's fees, court costs and expenses. The Public Bodies further agree in the event of any such action, upon notice thereof being provided by the Railroad, to defend such action free of cost, charge, or expense to the Railroad.
- E. **No Interference or Delays.** The Public Bodies shall not do, suffer or permit anything which will or may obstruct, endanger, interfere with, hinder or delay maintenance or operation of the Railroad's tracks or facilities, or any communication or signal lines, installations or any appurtenances thereof, or the operations of others lawfully occupying or using the Railroad's property or facilities.
- F. **Supervision.** The Public Bodies, at their own expense, shall adequately police and supervise all work to be performed by the Public Bodies, and shall not inflict injury to persons or damage to property for the safety of whom or

of which the Railroad may be responsible, or to property of the Railroad. The responsibility of the Public Bodies for safe conduct and adequate policing and supervision of the Project shall not be lessened or otherwise affected by the Railroad's approval of plans and specifications, or by the Railroad's collaboration in performance of any work, or by the presence at the work site of the Railroad's representatives, or by compliance by the Public Bodies with any requests or recommendations made by such representatives. If a representative of the Railroad is assigned to the Project, the Public Bodies will give due consideration to suggestions and recommendations made by such representative for the safety and protection of the Railroad's property and operations.

- G. **Suspension of Work.** If at any time the Public Bodies' engineers or the Vice President-Engineering Services of the Railroad or their respective representatives shall be of the opinion that any work of the Public Bodies is being or is about to be done or prosecuted without due regard and precaution for safety and security, the Public Bodies shall immediately suspend the work until suitable, adequate and proper protective measures are adopted and provided.
- H. **Removal of Debris.** The Public Bodies shall not cause, suffer or permit material or debris to be deposited or cast upon, or to slide or fall upon any property or facilities of the Railroad; and any such material and debris shall be promptly removed from the Railroad's property by the Public Bodies at the Public Bodies' own expense or by the Railroad at the expense of the Public Bodies. The Public Bodies shall not cause, suffer or permit any snow to be plowed or cast upon the Railroad's property during snow removal from the Crossing Area.
- I. **Explosives.** The Public Bodies shall not discharge any explosives on or in the vicinity of the Railroad's property without the prior consent of the Railroad's Vice President-Engineering Services, which shall not be given if, in the sole discretion of the Railroad's Vice President-Engineering Services, such discharge would be dangerous or would interfere with the Railroad's property or facilities. For the purposes hereof, the "vicinity of the Railroad's property" shall be deemed to be any place on the Railroad's property or in such close proximity to the Railroad's property that the discharge of explosives could cause injury to the Railroad's employees or other persons, or cause damage to or interference with the facilities or operations on the Railroad's property. The Railroad reserves the right to impose such conditions, restrictions or limitations on the transportation, handling, storage, security and use of explosives as the Railroad, in the Railroad's sole discretion, may deem to be necessary, desirable or appropriate.
- J. **Excavation.** The Public Bodies shall not excavate from existing slopes nor construct new slopes which are excessive and may create hazards of slides or falling rock, or impair or endanger the clearance between existing or new slopes and the tracks of the Railroad. The Public Bodies shall not do or cause to be done any work which will or may disturb the stability of any area or adversely affect the Railroad's tracks or facilities. The Public Bodies, at their own expense, shall install and maintain adequate shoring and cribbing for all excavation and/or trenching performed by the Public Bodies in connection with construction, maintenance or other work. The shoring and cribbing shall be constructed and maintained with materials and in a manner approved by the Railroad's Assistant Vice President Engineering-Design to withstand all stresses likely to be encountered, including any stresses resulting from vibrations caused by the Railroad's operations in the vicinity.
- K. **Drainage.** The Public Bodies, at the Public Bodies' own expense, shall provide and maintain suitable facilities for draining the Roadway and its appurtenances, and shall not suffer or permit drainage water therefrom to flow or collect upon property of the Railroad. The Public Bodies, at the Public Bodies' own expense, shall provide adequate passageway for the waters of any streams, bodies of water and drainage facilities (either natural or artificial, and including water from the Railroad's culvert and drainage facilities), so that said waters may not, because of any facilities or work of the Public Bodies, be impeded, obstructed, diverted or caused to back up, overflow or damage the property of the Railroad or any part thereof, or property of others. The Public Bodies shall not obstruct or interfere with existing ditches or drainage facilities.
- L. **Notice.** Before commencing any work, the Public Bodies shall provide the advance notice that is required under the Contractor's Right of Entry Agreement.
- M. **Fiber Optic Cables.** Fiber optic cable systems may be buried on the Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Public Bodies shall telephone the Railroad during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on the Railroad's premises to be used by the Public Bodies. If it is, Public Bodies will telephone the telecommunications company(ies) involved, arrange for a cable locator, and make arrangements for relocation or other protection of the fiber optic cable prior to beginning any work on the Railroad's premises.



SECTION 7 - INTERIM WARNING DEVICES

If at anytime it is determined by a competent authority, by the Public Bodies, or by agreement between the Parties, that new or improved train activated warning devices should be installed at the Crossing Area, the Public Bodies shall install adequate temporary warning devices or signs and impose appropriate vehicular control measures to protect the motoring public until the construction or reconstruction of the Roadway has been completed.

SECTION 8 - OTHER RAILROADS

All protective and indemnifying provisions of this Agreement shall inure to the benefit of the Railroad and any other railroad company lawfully using the Railroad's property or facilities.

SECTION 9 - BOOKS AND RECORDS

The books, papers, records and accounts of Railroad, so far as they relate to the items of expense for the materials to be provided by Railroad under this Project, or are associated with the work to be performed by Railroad under this Project, shall be open to inspection and audit at Railroad's offices in Omaha, Nebraska, during normal business hours by the agents and authorized representatives of Public Bodies for a period of three (3) years following the date of Railroad's last billing sent to Public Bodies.

SECTION 10 - REMEDIES FOR BREACH OR NONUSE

- A. If the Public Bodies shall fail, refuse or neglect to perform and abide by the terms of this Agreement, the Railroad, in addition to any other rights and remedies, may perform any work which in the judgment of the Railroad is necessary to place the Roadway and appurtenances in such condition as will not menace, endanger or interfere with the Railroad's facilities or operations or jeopardize the Railroad's employees; and the Public Bodies will reimburse the Railroad for the expenses thereof.
- B. Nonuse by the Public Bodies of the Crossing Area for public highway purposes continuing at any time for a period of eighteen (18) months shall, at the option of the Railroad, work a termination of this Agreement and of all rights of the Public Bodies hereunder.
- C. The Public Bodies will surrender peaceable possession of the Crossing Area and Roadway upon termination of this Agreement. Termination of this Agreement shall not affect any rights, obligations or liabilities of the parties, accrued or otherwise, which may have arisen prior to termination.

SECTION 11 - MODIFICATION - ENTIRE AGREEMENT

No waiver, modification or amendment of this Agreement shall be of any force or effect unless made in writing, signed by the Public Bodies and the Railroad and specifying with particularity the nature and extent of such waiver, modification or amendment. Any waiver by the Railroad of any default by the Public Bodies shall not affect or impair any right arising from any subsequent default. This Agreement and Exhibits attached hereto and made a part hereof constitute the entire understanding between the Public Bodies and the Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work or any part thereof.

EXHIBIT C

To Public Highway Overpass Crossing
Agreement

Railroad's Material and Force Account Estimate

EXHIBIT "C"
SUMMARY ESTIMATE

UNION PACIFIC RAILROAD COMPANY
FOR
Wyoming Department of Transportation

DESCRIPTION OF WORK:

Perform Plan Review & Flagging during construction of the Grade Separation project location.
Flagging Services will be billed to WYDOT on an actual cost basis.

LOCATION: Laramie	SERVICE UNIT: 14	STATE: Wyoming	DATE: October 05, 2015
<u>DESCRIPTION</u>	<u>RAILROAD</u>	<u>WYDOT</u>	
<u>PLAN REVIEW & INSPECTION</u>		\$10,000	
<u>RAILROAD FLAGGING</u> 60 DAYS AT \$1,270 / DAY		\$76,020	
TOTAL		\$86,020	
<u>TOTAL PROJECT EXPENSES</u>			<u>\$86,020</u>

EXISTING REUSABLE MATERIAL - NONE

SALVAGE NONUSABLE MATERIAL - NONE

TOTAL ESTIMATED COST OF PROJECT LESS CREDITS \$86,020

THE ABOVE FIGURES ARE ESTIMATES ONLY AND SUBJECT TO FLUCTUATION. IN THE EVENT OF AN INCREASE OR DECREASE IN THE COST OF AMOUNT OF MATERIAL OR LABOR REQUIRED, EL PASO COUNTY AND / OR THEIR CONTRACTOR WILL BE BILLED FOR ACTUAL CONSTRUCTION COST AT THE CURRENT RATES EFFECTIVE THEREOF.

EXHIBIT D

To Public Highway Overpass Crossing
Agreement

Railroad's Coordination Requirements

EXHIBIT D
TO
PUBLIC HIGHWAY OVERPASS AGREEMENT

RAILROAD COORDINATION REQUIREMENTS

1.01 DEFINITIONS

Agreement: Agreement that has been signed, or will be signed, between Railroad and Agency covering the construction and maintenance of the Project.
Agency: Wyoming Department of Transportation and Sweetwater County
AREMA: American Railway Engineering and Maintenance-of-way Association
Contractor: The contractor or contractors hired by the Agency to perform any project work on any portion of Railroad's property and shall also include the Contractor's subcontractors and the Contractor's and subcontractor's respective employees, officers and agents, and others acting under its or their authority.
MUTCD: Manual on Uniform Traffic Control Devices
Project: Agency's Project Number _____ covering reconstruction of an existing overpass.
Railroad: Union Pacific Railroad Company
Railroad Project Representative: Railroad's Manager of Industry and Public Projects for this Project (see Section 1.03)
Railroad MTM Representative: Railroad's Manager of Track Maintenance for this Project (see Section 1.03)
Requirements: The Railroad Coordination Requirements set forth in this Exhibit.

1.02 DESCRIPTION

This Project includes construction work within Railroad's right-of-way. These Requirements describe coordination with the Railroad when work by the Contractor will be performed upon, over or under the Railroad right-of-way or may impact current or future Railroad operations. The Contractor will coordinate with the Railroad while performing the work outlined in this Agreement and shall afford the same cooperation with the Railroad as it does with the Agency. All submittals and work shall be completed in compliance with these Requirements, Railroad guidelines and requirements, AREMA recommendations and/or as directed by the Railroad Local Representative and/or the Railroad MTM Representative.

1.03 UPRR CONTACTS

The Railroad Project Representative for this project is:

LANCE KIPPEN
MGR SPEC PROJ IND &
Work Phone: 303 405-5039
Cell Phone: 402 689-7027
Internet Addr: lkippen@up.com

For Railroad flagging services and track work, contact the following Railroad MTM Representative:

BRADLEY J. COMPTON MGR TRACK MNTCE 109 East Heath Street Rawlins, WY 82301 Cell Phone: 303 501-3221 Internet Addr: bjcompto@up.com

1.04 PLANS / SPECIFICATIONS

The plans and specifications for this Project, affecting the Railroad, are subject to the written approval by the Railroad. Changes in the plans made after the execution of the Agreement and/or the awarding of the Project to the Contractor are subject to the prior review and written approval of the Agency and the Railroad. No construction work shall commence until final stamped plans and/or changes to final stamped plans have been reviewed and approved by the Railroad in writing. The Railroad's review and approval of the Agency's and/or Contractor's plans in no way relieves the Agency and Contractor from their responsibilities, obligations and/or liabilities under this Agreement, Agency's agreement with the Contractor for the Project and/or in the separate Contractor's Right of Entry Agreement referenced in Section 1.08. Railroad's approval will be given with the understanding that the Railroad makes no representations or warranty as to the validity, accuracy, legal compliance or completeness of Agency's and/or Contractor's plans and that any reliance by the Agency or the Contractor with respect to such plans is at the risk of the Agency and the Contractor.

1.05 UTILITIES AND FIBER OPTICS

A. All installations shall be constructed in accordance with current AREMA recommendations and Railroad specifications and requirements. Railroad general guidelines and the required application forms for utility installations can be found on the Railroad website at <http://www.uprr.com/reus/pipeline/install.shtml>.

B. It shall be the responsibility of the Contractor, at its expense, to make arrangements directly with utility companies involving the protection, encasement, reinforcement, relocation, replacement, removing or abandonment in place of non-railroad facilities affected by the Project. Railroad has no obligation to supply additional Railroad property for non-railroad facilities affected by this Project, nor does the Railroad have any obligation to permit non railroad facilities to be abandoned in place or relocated on Railroad's property. Any facility and/or utility that crosses Railroad right of way must be covered under an agreement with the Railroad including, without limitation, any relocations of an existing facility and/or utility.

C. Any longitudinal fiber optic lines on Railroad right of way shall be treated as Railroad facilities. Project design may need to be altered to accommodate such facilities.

D. Any fiber optic relocations or protections that are required due to this Project will be at the Agency's expense.

1.06 GENERAL

A. It is essential that the proposed construction shall be performed without interference to Railroad operations and in compliance with all applicable Railroad and Federal Railroad Administration rules and regulations. The Railroad shall be reimbursed by the Contractor or Agency for train delay costs and lost revenue claims due to any delays or interruption of train operations resulting from the Contractor's construction or other activities.

B. Track protection is required for all work equipment (including rubber tired equipment) operating within 25 feet from nearest rail. All work shall be designed and executed outside the temporary construction clearance envelope defined in Section 1.12.

C. The Contractor is also advised that new facilities within the Project may be scheduled to be built by the Railroad and that certain Contractor's activities cannot proceed until that work is complete. The Contractor shall be aware of the limits of responsibilities, allow sufficient time in the schedule for that work to be accomplished and shall coordinate its efforts with the Railroad.

1.07 RAILROAD OPERATIONS

- A. The Contractor shall be advised that trains and/or equipment should be expected on any track, at any time, and in either direction. The Contractor shall communicate with the Railroad MTM Representative to improve the Contractor's understanding of Railroad traffic volume and operation at the Project site. The Contractor's bid shall be structured assuming intermittent track windows as defined in Section 1.07 C
- B. All Railroad tracks within and adjacent to the Project site are to be assumed as active and rail traffic over these facilities shall be maintained throughout the Project. Activities may include both through moves and switching moves to local customers. Railroad traffic and operations can occur continuously throughout the day and night on these tracks and shall be maintained at all times as defined herein. The Contractor shall coordinate and schedule the work so that construction activities do not interfere with Railroad's operations.
- C. Work windows for this Project shall be coordinated with the Agency or Contractor and the Railroad Project Representative and the Railroad MTM Representative. Types of work windows include Conditional Work Windows and Absolute Work Windows, as defined below:
 1. Conditional Work Window: A period of time in which Railroad's operations have priority over construction activities. When construction activities may occur on and adjacent to the railroad tracks within 25 feet of the nearest track, a Railroad flag person will be required. At the direction of the flag person, upon approach of a train and when trains are present on the tracks, the tracks must be cleared (i.e., no construction equipment, materials or personnel within 25 feet from the nearest active track or as directed by the Railroad MTM Representative). Conditional Work Windows are available for the project subject to Railroad's local operating unit review and approval.
 2. Absolute Work Window: A period of time in which construction activities are given priority over Railroad's operations. During this time the designated Railroad track(s) will be inactive for train movements and may be fouled by the Contractor. Before the end of an Absolute Work Window, all Railroad tracks and signals must be completely operational for normal train operations. Also, all Railroad, Public Utilities Commission and Federal Railroad Administration requirements, codes and regulations for operational tracks must be complied with. Should the operating tracks and/or signals be affected, the Railroad will perform inspections of the work prior to placing the affected track back into service. Railroad flag persons will be required for construction activities requiring an Absolute Work Window. **Absolute Work Windows will generally not be granted. Any request will require a detailed written explanation for Railroad review and approval.**

1.08 RIGHT OF ENTRY, ADVANCE NOTICE AND WORK STOPPAGES

- A. Prior to beginning any work within the Railroad right-of-way, the Contractor shall enter into an agreement with the Railroad in the form of the Contractor's Right of Entry Agreement, attached as Exhibit E, or latest version thereof provided by the Railroad. There is a fee for processing of the agreement which shall be borne by the Contractor. The right of entry agreement shall specify working time frames, flagging, inspection and insurance requirements and any other items specified by the Railroad.
- B. The Contractor shall give advance notice to the Railroad as required in the Contractor's Right of Entry Agreement before commencing work in connection with construction upon or over Railroad's right-of-way and shall observe the Railroad rules and regulations with respect thereto.
- C. All work upon the Railroad right-of-way shall be done at such times and in such a manner as not to interfere with or endanger the operations of the Railroad. Whenever work may affect the operations or safety of trains, the method of doing such work shall first be submitted to the Railroad MTM Representative for approval, but such approval shall not relieve the Contractor from liability. Any work

to be performed by the Contractor, which requires flagging service or inspection service, shall be deferred until the flagging protection required by the Railroad is available at the job site. See Section 1.21 for railroad flagging requirements.

D. The Contractor shall make requests in writing to both the Railroad Project Representative and the Railroad MTM Representative for both Absolute and Conditional Work Windows, at least two weeks in advance of any work. The written request must include:

1. Description of work to be done.
2. The days and hours that work will be performed.
3. The exact location of the work and proximity to the tracks.
4. The type of window and amount of time requested.
5. The designated contact person for the Contractor.

The Contractor shall provide a written confirmation notice to the Railroad MTM Representative at least fifteen (15) days prior to commencing work in connection with the approved work windows when work will be performed within **25 feet of any track center line**. All work shall be performed in accordance with previously approved work plans.

E. Should a condition arise from, or in connection with, the work which requires immediate and unusual actions to be made to protect operations and property of the Railroad, the Contractor shall undertake such actions. If, in the judgment of the Railroad MTM Representative, such actions are insufficient, the Railroad MTM Representative may require or provide such actions as deemed necessary. In any event, such actions shall be at the Contractor's expense and without cost to the Railroad. The Railroad or Agency have the right to order the Contractor to temporarily cease operations in the event of an emergency or if, in the opinion of the Railroad MTM Representative, the Contractor's operations may inhibit the Railroad's operations. In the event such an order is given, the Contractor shall immediately notify the Agency of the order.

1.09 INSURANCE

The Contractor shall not begin work within the Railroad's right-of-way until the Railroad has been furnished the insurance policies, binders, certificates and endorsements required by the Contractor's Right-of-Entry Agreement, and the Railroad Project Representative has advised the Agency that such insurance is in accordance with such Agreement. The required insurance shall be kept in full force and effect during the performance of work and thereafter until the Contractor removes all tools, equipment, and material from Railroad property and cleans the premises in a manner reasonably satisfactory to the Railroad.

1.10 RAILROAD SAFETY ORIENTATION

All personnel employed by the Agency, Contractor and all subcontractors must complete the Railroad's course "Orientation for Contractor's Safety" and be registered prior to working on Railroad property. This orientation is available at www.contractororientation.com. This course is required to be completed annually. The preceding training does not apply for longitudinal fiber optic installations.

1.11 COOPERATION

The Railroad shall cooperate with the Contractor in the scheduling of Project work with the understanding that Railroad's train operations at the job site shall have priority over the Contractor's activities.

1.12 CONSTRUCTION CLEARANCES

The Contractor shall abide by the twenty-one (21) foot temporary vertical construction clearance defined in section 4.4.1.1 and twelve (12) foot temporary horizontal construction clearance defined in section

4.4.1.2 of BNSF and UPRR Guidelines for Railroad Grade Separation Projects. It shall be the Contractor's responsibility to obtain such guidelines from the Agency or Railroad.

Reduced temporary construction clearances, which are less than construction clearances defined above, will require special review and approval by the Railroad.

Any proposed variance on the specified minimum clearances due to the Contractor's operations shall be submitted to the Railroad Project Representative through the Agency at least thirty (30) days in advance of the work. No work shall be undertaken until the variance is approved in writing by the Railroad Project Representative.

1.13 SUBMITTALS

- A. Construction submittals and Requests for Information (RFI) shall be submitted per Section 3.5 of BNSF and UPRR Guidelines for Railroad Grade Separation Projects.
- B. The minimum review times, as indicated in tables 3-1 and 3-2 of Section 3.5 of the BNSF and UPRR Guidelines for Railroad Grade Separation Projects, should be anticipated for review of all submittals. The details of the construction affecting the Railroad tracks and property, not already included in the contract plans, shall be submitted by the Agency to the Railroad Project Representative for the Railroad's review and written approval before such construction is undertaken. The Railroad shall not be liable to Agency, Contractor, and or any other person or entity if the Railroad's review exceeds a four-week review time.
- C. As Built Submittals shall be submitted per Section 3.6 of BNSF and UPRR Guidelines for Railroad Grade Separation Projects.

1.14 MAINTENANCE OF PROPER DRAINAGE AND DAMAGE TO RAILROAD FACILITIES

- A. The Contractor, at its expense, shall be required to maintain all ditches and drainage structures free of silt or other obstructions which may result from the Contractor's operations and to repair and restore any Railroad property, tracks and facilities of Railroad and/or its tenants.
- B. The Contractor must submit a proposed method of erosion control and have the method reviewed and approved by the Railroad prior to beginning any grading on the project site. Erosion control methods must comply with all applicable local, state and federal regulations.

1.15 SITE INSPECTIONS BY RAILROAD PROJECT REPRESENTATIVE, RAILROAD MTM REPRESENTATIVE OR RAILROAD'S CONTRACTOR

- A. In addition to the office reviews of construction submittals, site observations will be performed by the Railroad Project Representative, Railroad MTM Representative or Railroad's Contractor at significant points during construction per Section 4.11 of BNSF and UPRR Guidelines for Railroad Grade Separation Projects.
- B. Site inspections are not limited to the milestone events listed in the guidelines. Site visits to check the progress of work may be performed at any time throughout the construction process as deemed necessary by the Railroad.
- C. A detailed construction schedule, including the proposed temporary horizontal and vertical clearances and construction sequence for all work to be performed, shall be provided by the Contractor to the Agency for submittal to the Railroad's Project Representative for review and approval prior to commencement of work. This schedule shall also include the anticipated dates on which the above listed events will occur. This schedule shall be updated for all critical listed events as necessary but at least monthly so that site visits may be scheduled.

1.16 RAILROAD REPRESENTATIVES

- A. Railroad representatives, conductors, flag persons or watch persons will be provided by the Railroad at the expense of the Agency or Contractor (as stated elsewhere in these bid documents) to protect Railroad facilities, property and movements of its trains and engines. In general, the Railroad will furnish such personnel or other protective services as follows:
1. When any part of any equipment or object, such as erection or construction activities, is standing or being operated within 25 feet, measured horizontally from centerline, of any track on which trains may operate.
 2. For any excavation below the elevation of track subgrade when, in the opinion of the Railroad MTM Representative, the track or other Railroad facilities may be subject to settlement or movement.
 3. During any clearing, grubbing, excavation or grading in proximity to Railroad facilities which, in the opinion of the Railroad MTM Representative, may affect Railroad facilities or inhibit operations.
 4. During any Contractor's operations when, in the opinion of the Railroad MTM Representative, the Railroad facilities, including, but not limited to, tracks, buildings, signals, wire lines or pipe lines, may be endangered.
- B. The Contractor shall arrange with the Railroad Local Representative to provide the adequate number of flag persons to accomplish the work.

1.17 WALKWAYS REQUIRED

Parallel to the outer side of each exterior track of multiple operated track and on each side of single operated track, an unobstructed continuous space suitable for trainman's use in walking along trains, extending in width not less than twelve feet (12') perpendicular from centerline of track, shall be maintained. Any temporary impediments to walkways and track drainage encroachments or obstructions allowed during working hours must be covered, guarded and/or protected as soon as practical. Walkways with railings shall be constructed by the Contractor over open excavation areas when in close proximity of track, and railings shall not be closer than 9' perpendicular from the center line of tangent track or 9' - 6" horizontal from curved track.

1.18 COMMUNICATIONS AND SIGNAL LINES

If required, the Railroad, at Agency's expense, will rearrange its communications and signal lines, grade crossing warning devices, train signals, tracks and facilities that are in use and maintained by Railroad forces in connection with its operation. This work by the Railroad will be done by its own forces or by contractors under a continuing contract and may or may not be a part of the work under this contract.

1.19 TRAFFIC CONTROL

The Contractor's operations which control traffic across or around Railroad facilities shall be coordinated with and approved by the Railroad MTM Representative and shall be in compliance with the MUTCD.

1.20 CONSTRUCTION EXCAVATIONS; CALL BEFORE YOU DIG NUMBER

- A. The Contractor shall be required to take special precautions and care in connection with excavating and shoring. Excavations for construction of footings, piers, columns, walls or other facilities that require shoring shall comply with requirements of OSHA, AREMA and Railroad "Guidelines for Temporary Shoring".

- B. In addition to calling the "811" number and/or the local "one call center", the Contractor shall call the Railroad's "Call Before Your Dig" number at least 48 hours prior to commencing work at 1-800-336-9193 during normal business hours (6:30 a.m. to 8:00 p.m. Central Standard Time, Monday through Friday, except holidays - also a 24 hour, 7 day a week number for emergency calls) to determine location of fiber optics. If a telecommunications system is buried anywhere on or near Railroad property, the Contractor will co-ordinate with the Railroad and the Telecommunication Company(ies) to arrange for relocation or other protection of the system prior to beginning any work on or near Railroad property. The determination of whether fiber optics will be affected by the Project shall be made during the initial design phase of the Project.
- C. The Railroad does not allow temporary at grade crossings unless absolutely necessary and there is no alternative route available to contractor to access the project site. Alternative plans should be considered to avoid crossing Railroad tracks at grade.

1.21 RAILROAD FLAGGING

Performance of any work by the Contractor in which person(s) or equipment will be within twenty-five (25) feet of any track, or that any object or equipment extension (such as, but not limited to, a crane boom) will reach within twenty-five (25) feet of any track, require railroad flagging services or other protective measures. The Contractor shall give an advance notice to the Railroad as required in the Contractor's Right of Entry Agreement before commencing any such work, allowing the Railroad to determine the need for flagging or other protective measures which ensure the safety of Railroad's operations, employees and equipment. Contractor shall comply with all other requirements regarding flagging services covered by the Contractor's Right of Entry Agreement. Any costs associated with failure to abide by these requirements will be borne by the Contractor.

The estimated pay rate for each flag person is \$1,270.00 per day for a(n) 8-hour work day with time and one-half for overtime, Saturdays, Sundays; double time and one-half for holidays. Flagging rates are set by the Railroad and are subject to change due to, but not limited to, travel time, setup plus, per diem and rest time (If work is required at night).

1.22 CLEANING OF RIGHT-OF-WAY

The Contractor shall, upon completion of the work to be performed within the right-of-way and/or properties of the Railroad and adjacent to its tracks, wire lines and other facilities, promptly remove from the Railroad right-of-way all Contractor's tools, implements and other materials whether brought upon the right-of-way by the Contractor or any subcontractors employee or agent of Contractor or of any subcontractor, and leave the right-of-way in a clean and presentable condition to the satisfaction of the Railroad.

1.23 CONTRACTOR'S RESPONSIBILITY OF SUPERVISION

The Contractor, at its expense, shall adequately supervise all work to be performed by the Contractor. Such responsibility shall not be lessened or otherwise affected by Railroad's approval of plans and specifications, or by the presence at the work site of the Railroad Project Representative, Railroad MTM Representative or any other Railroad representative or Railroad contractor providing inspection services, or by the compliance by the Contractor with any requests or recommendations made by such representatives. The Contractor will give due consideration to suggestions and recommendations made by such representatives for the safety and protection of the Railroad's property and operations.

1.24 USE OF EXPLOSIVES AT PROJECT SITE PROHIBITED

The Contractor's use of explosives at the Project site is expressly prohibited unless authorized in advance in writing by the Railroad Project Representative.

EXHIBIT E

To Public Highway Overpass Crossing
Agreement

Cover Sheet for the
Railroad's Form of
Contractor's Right of Entry Agreement

UPRR Folder No. 2936-54
(Folder Number)

UPRR Audit No.: _____
(Audit Number)

CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

(WYOMING DOT)

THIS AGREEMENT is made and entered into as of the _____ day of _____, 20____, by and between UNION PACIFIC RAILROAD COMPANY, a Delaware corporation ("Railroad"); and

_____ *(NAME OF CONTRACTOR)*
a _____ corporation ("Contractor"),
(State of Incorporation)

RECITALS:

Contractor has been hired by the *State of Wyoming, Department of Transportation* ("State") to perform work relating to

_____ *(Work to be Performed)*
(the "work"), with all or a portion of such work to be performed on property of Railroad in the vicinity of Railroad Mile Post _____ on Railroad's _____

DOT No: _____, located at or near _____, in _____ County,
(DOT Number) *(City)* *(County)*

State of Wyoming, as such location is in the general location shown on the Railroad Location Print marked Exhibit A, and as detailed on the Detailed Prints collectively marked Exhibit A-1, each attached hereto and hereby made a part hereof, which work is the subject of a contract dated

_____ between the Railroad and the State.
(Date of C&M Agreement)

The Railroad is willing to permit Contractor to perform the work described above at the location described above subject to the terms and conditions contained in this Agreement

AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between Railroad and Contractor, as follows:

ARTICLE 1 - DEFINITION OF CONTRACTOR.

For purposes of this Agreement, all references in this agreement to Contractor shall include Contractor's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority.

ARTICLE 2 - RIGHT GRANTED; PURPOSE.

Railroad hereby grants to Contractor the right, during the term hereinafter stated and upon and subject to each and all of the terms, provisions and conditions herein contained, to enter upon and have ingress to and egress from the property described in the Recitals for the purpose of performing the work described in the Recitals above. The right herein granted to Contractor is limited to those portions of Railroad's property specifically described herein, or as designated by the Railroad Representative named in Article 4.

ARTICLE 3 - TERMS AND CONDITIONS CONTAINED IN EXHIBITS B, C AND D.

The terms and conditions contained in Exhibit B, Exhibit C and Exhibit D, attached hereto, are hereby made a part of this Agreement.

ARTICLE 4 - ALL EXPENSES TO BE BORNE BY CONTRACTOR; RAILROAD REPRESENTATIVE.

- A. Contractor shall bear any and all costs and expenses associated with any work performed by Contractor, or any costs or expenses incurred by Railroad relating to this Agreement.
- B. Contractor shall coordinate all of its work with the following Railroad representative(s) or his or her duly authorized representative (the "Railroad Representative"):

Name & Address of MTM

Name & Address of MSM

- C. Contractor, at its own expense, shall adequately police and supervise all work to be performed by Contractor and shall ensure that such work is performed in a safe manner as set forth in Section 7 of Exhibit B. The responsibility of Contractor for safe conduct and adequate policing and supervision of Contractor's work shall not be lessened or otherwise affected by Railroad's approval of plans and specifications involving the work, or by Railroad's collaboration in performance of any work, or by the presence at the work site of a Railroad Representative, or by compliance by Contractor with any requests or recommendations made by Railroad Representative.

ARTICLE 5 - SCHEDULE OF WORK ON A MONTHLY BASIS.

The Contractor, at its expense, shall provide on a monthly basis a detailed schedule of work to the Railroad Representative named in Article 4B above. The reports shall start at the execution of this Agreement and continue until this Agreement is terminated as provided in this Agreement or until the Contractor has completed all work on Railroad's property.



ARTICLE 6 - TERM; TERMINATION.

- A. The grant of right herein made to Contractor shall commence on the date of this Agreement, and continue until _____, unless sooner terminated as herein provided, or _____
(Expiration Date)
at such time as Contractor has completed its work on Railroad's property, whichever is earlier. Contractor agrees to notify the Railroad Representative in writing when it has completed its work on Railroad's property.
- B. This Agreement may be terminated by either party on ten (10) days written notice to the other party.

ARTICLE 7 - CERTIFICATE OF INSURANCE.

- A. Before commencing any work, Contractor will provide Railroad with the (i) insurance binders, policies, certificates and endorsements set forth in Exhibit C of this Agreement, and (ii) the insurance endorsements obtained by each subcontractor as required under Section 12 of Exhibit B of this Agreement.
- B. All insurance correspondence, binders, policies, certificates and endorsements shall be sent to:

*Union Pacific Railroad Company
1400 Douglas Street, Mail Stop 1690
Omaha, Nebraska 68179-1690
UPRR Folder No. _____
*(Folder Number)**

ARTICLE 8 - DISMISSAL OF CONTRACTOR'S EMPLOYEE.

At the request of Railroad, Contractor shall remove from Railroad's property any employee of Contractor who fails to conform to the instructions of the Railroad Representative in connection with the work on Railroad's property, and any right of Contractor shall be suspended until such removal has occurred. Contractor shall indemnify Railroad against any claims arising from the removal of any such employee from Railroad's property.

ARTICLE 9- ADMINISTRATIVE FEE.

Upon the execution and delivery of this Agreement, Contractor shall pay to Railroad FIVE HUNDRED DOLLARS (\$500.00) as reimbursement for clerical, administrative and handling expenses in connection with the processing of this Agreement.

ARTICLE 10 - CROSSINGS; COMPLIANCE WITH MUTCD AND FRA GUIDELINES.

- A. No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Railroad's trackage shall be installed or used by Contractor without the prior written permission of Railroad.
- B. Any permanent or temporary changes, including temporary traffic control, to crossings must conform to the Manual of Uniform Traffic Control Devices (MUTCD) and any applicable

Federal Railroad Administration rules, regulations and guidelines, and must be reviewed by the Railroad prior to any changes being implemented. In the event the Railroad is found to be out of compliance with federal safety regulations due to the Contractor's modifications, negligence, or any other reason arising from the Contractor's presence on the Railroad's property, the Contractor agrees to assume liability for any civil penalties imposed upon the Railroad for such noncompliance.

ARTICLE 11 - EXPLOSIVES.

Explosives or other highly flammable substances shall not be stored or used on Railroad's property without the prior written approval of Railroad.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement in duplicate as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY
(Federal Tax ID No. 94-6001323)

Signed By: _____
Kathy Nesser
Manager Real Estate

(NAME OF CONTRACTOR)

Signed By: _____
Printed Name: _____
Title: _____



EXHIBITS A & A-1

TO CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

Shall be the Railroad Location Print & Detailed Prints

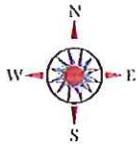
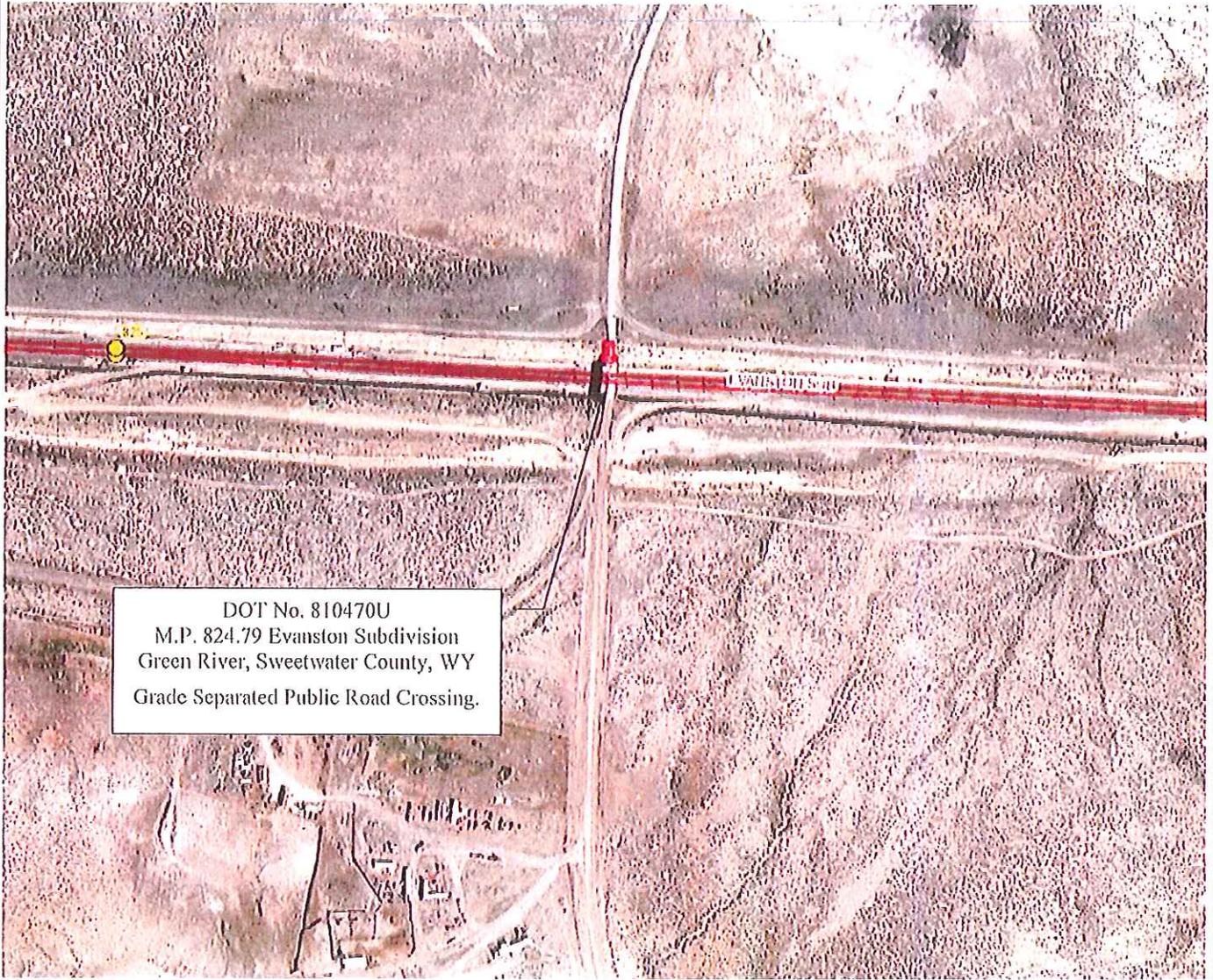


EXHIBIT "A"

RAILROAD LOCATION PRINT FOR AN EXISTING GRADE SEPARATED PUBLIC ROAD CROSSING AGREEMENT



DOT No. 810470U
M.P. 824.79 Evanston Subdivision
Green River, Sweetwater County, WY
Grade Separated Public Road Crossing.

UNION PACIFIC RAILROAD COMPANY

EVANSTON SUBDIVISION
RAILROAD MILE POST 824.79
GREEN RIVER, SWEETWATER COUNTY, WY

To accompany an agreement with
SWEETWATER COUNTY AND ITS CONTRACTOR
covering an Grade Separated Public Road Crossing.

Folder No. 2936-54

Date: July 23, 2015

WARNING

IN ALL OCCASIONS, U.P. COMMUNICATIONS DEPARTMENT MUST BE CONTACTED IN
ADVANCE OF ANY WORK TO DETERMINE EXISTENCE AND LOCATION OF FIBER OPTIC CABLE
PHONE: 1-(800) 336-9193

EXHIBIT B

TO CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

GENERAL TERMS AND CONDITIONS

Section 1. NOTICE OF COMMENCEMENT OF WORK - FLAGGING.

- A. Contractor agrees to notify the Railroad Representative at least ten (10) working days in advance of Contractor commencing its work and at least thirty (30) working days in advance of proposed performance of any work by Contractor in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad flagman is provided to watch for trains. Upon receipt of such thirty (30)-day notice, the Railroad Representative will determine and inform Contractor whether a flagman need be present and whether Contractor needs to implement any special protective or safety measures. If flagging or other special protective or safety measures are performed by Railroad, Railroad will bill Contractor for such expenses incurred by Railroad, unless Railroad and a federal, state or local governmental entity have agreed that Railroad is to bill such expenses to the federal, state or local governmental entity. If Railroad will be sending the bills to Contractor, Contractor shall pay such bills within thirty (30) days of Contractor's receipt of billing. If Railroad performs any flagging, or other special protective or safety measures are performed by Railroad, Contractor agrees that Contractor is not relieved of any of its responsibilities or liabilities set forth in this Agreement.
- B. The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Contractor (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.
- C. Reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Contractor may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Contractor must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Contractor will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five day cessation notice has been given to Railroad.

Section 2. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED

- A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Railroad to use and maintain its entire property including the right and power of Railroad to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, roadways, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Railroad without liability to Contractor or to any other party for compensation or damages.

- B. The foregoing grant is also subject to all outstanding superior rights (whether recorded or unrecorded and including those in favor of licensees and lessees of Railroad's property, and others) and the right of Railroad to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

Section 3. NO INTERFERENCE WITH OPERATIONS OF RAILROAD AND ITS TENANTS.

- A. Contractor shall conduct its operations so as not to interfere with the continuous and uninterrupted use and operation of the railroad tracks and property of Railroad, including without limitation, the operations of Railroad's lessees, licensees or others, unless specifically authorized in advance by the Railroad Representative. Nothing shall be done or permitted to be done by Contractor at any time that would in any manner impair the safety of such operations. When not in use, Contractor's machinery and materials shall be kept at least fifty (50) feet from the centerline of Railroad's nearest track, and there shall be no vehicular crossings of Railroads tracks except at existing open public crossings.
- B. Operations of Railroad and work performed by Railroad personnel and delays in the work to be performed by Contractor caused by such railroad operations and work are expected by Contractor, and Contractor agrees that Railroad shall have no liability to Contractor, or any other person or entity for any such delays. The Contractor shall coordinate its activities with those of Railroad and third parties so as to avoid interference with railroad operations. The safe operation of Railroad train movements and other activities by Railroad takes precedence over any work to be performed by Contractor.

Section 4. LIENS.

Contractor shall pay in full all persons who perform labor or provide materials for the work to be performed by Contractor. Contractor shall not create, permit or suffer any mechanic's or materialmen's liens of any kind or nature to be created or enforced against any property of Railroad for any such work performed. Contractor shall indemnify and hold harmless Railroad from and against any and all liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished. If Contractor fails to promptly cause any lien to be released of record, Railroad may, at its election, discharge the lien or claim of lien at Contractor's expense.

Section 5. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

- A. Fiber optic cable systems may be buried on Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Contractor shall telephone Railroad during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on Railroad's property to be used by Contractor. If it is, Contractor will telephone the telecommunications company(ies) involved, make arrangements for a cable locator and, if applicable, for relocation or other protection of the fiber optic cable. Contractor shall not commence any work until all such protection or relocation (if applicable) has been accomplished.
- B. In addition to other indemnity provisions in this Agreement, Contractor shall indemnify, defend and hold Railroad harmless from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) arising out of any act or omission of Contractor, its agents and/or employees, that causes or contributes to (1) any damage to or destruction of any telecommunications system on Railroad's property, and/or (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on Railroad's property. Contractor shall not have or seek recourse against Railroad for any claim or cause of action for alleged loss of profits or revenue or loss of service or other consequential damage to a telecommunication company using Railroad's property or a customer or user of services of the fiber optic cable on Railroad's property.

Section 6. PERMITS - COMPLIANCE WITH LAWS.

In the prosecution of the work covered by this Agreement, Contractor shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work including, without limitation, all applicable Federal Railroad Administration regulations.

Section 7. SAFETY.

- A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of the work performed by Contractor. Contractor shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the work. Contractor shall at a minimum comply with Railroad's safety standards listed in

Exhibit D, hereto attached, to ensure uniformity with the safety standards followed by Railroad's own forces. As a part of Contractor's safety responsibilities, Contractor shall notify Railroad if Contractor determines that any of Railroad's safety standards are contrary to good safety practices. Contractor shall furnish copies of **Exhibit D** to each of its employees before they enter the job site.

- B. Without limitation of the provisions of paragraph A above, Contractor shall keep the job site free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the job.
- C. Contractor shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Contractor shall promptly notify Railroad of any U.S. Occupational Safety and Health Administration reportable injuries. Contractor shall have a nondelegable duty to control its employees while they are on the job site or any other property of Railroad, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any work.
- D. If and when requested by Railroad, Contractor shall deliver to Railroad a copy of Contractor's safety plan for conducting the work (the "Safety Plan"). Railroad shall have the right, but not the obligation, to require Contractor to correct any deficiencies in the Safety Plan. The terms of this Agreement shall control if there are any inconsistencies between this Agreement and the Safety Plan.

Section 8. INDEMNITY.

- A. To the extent not prohibited by applicable statute, Contractor shall indemnify, defend and hold harmless Railroad, its affiliates, and its and their officers, agents and employees (individually an "Indemnified Party" or collectively "Indemnified Parties") from and against any and all loss, damage, injury, liability, claim, demand, cost or expense (including, without limitation, attorney's, consultant's and expert's fees, and court costs), fine or penalty (collectively, "Loss") incurred by any person (including, without limitation, any Indemnified Party, Contractor, or any employee of Contractor or of any Indemnified Party) arising out of or in any manner connected with (i) any work performed by Contractor, or (ii) any act or omission of Contractor, its officers, agents or employees, or (iii) any breach of this Agreement by Contractor.
- B. The right to indemnity under this Section 8 shall accrue upon occurrence of the event giving rise to the Loss, and shall apply regardless of any negligence or strict liability of any Indemnified Party, except where the Loss is caused by the sole active negligence of an Indemnified Party as established by the final judgment of a court of competent jurisdiction. The sole active negligence of any Indemnified Party shall not bar the recovery of any other Indemnified Party.
- C. Contractor expressly and specifically assumes potential liability under this Section 8 for claims or actions brought by Contractor's own employees. Contractor waives any immunity it may have under worker's compensation or industrial insurance acts to indemnify the Indemnified Parties under this Section 8. Contractor acknowledges that this waiver was mutually negotiated by the parties hereto.
- D. No court or jury findings in any employee's suit pursuant to any worker's compensation act or the Federal Employers' Liability Act against a party to this Agreement may be relied upon or used by Contractor in any attempt to assert liability against any Indemnified Party.
- E. The provisions of this Section 8 shall survive the completion of any work performed by Contractor or the termination or expiration of this Agreement. In no event shall this Section 8 or any other provision of this Agreement be deemed to limit any liability Contractor may have to any Indemnified Party by statute or under common law.

Section 9. RESTORATION OF PROPERTY.

In the event Railroad authorizes Contractor to take down any fence of Railroad or in any manner move or disturb any of the other property of Railroad in connection with the work to be performed by Contractor, then in that event Contractor shall, as soon as possible and at Contractor's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed. Contractor shall remove all of Contractor's tools, equipment, rubbish and other materials from Railroad's property promptly upon completion of the work, restoring Railroad's property to the same state and condition as when Contractor entered thereon.

Section 10. WAIVER OF DEFAULT.

Waiver by Railroad of any breach or default of any condition, covenant or agreement herein contained to be kept, observed and performed by Contractor shall in no way impair the right of Railroad to avail itself of any remedy for any subsequent breach or default.

Section 11. MODIFICATION - ENTIRE AGREEMENT.

No modification of this Agreement shall be effective unless made in writing and signed by Contractor and Railroad. This Agreement and the exhibits attached hereto and made a part hereof constitute the entire understanding between Contractor and Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work to be performed by Contractor.

Section 12. ASSIGNMENT - SUBCONTRACTING.

Contractor shall not assign or subcontract this Agreement, or any interest therein, without the written consent of the Railroad. Contractor shall be responsible for the acts and omissions of all subcontractors. Before Contractor commences any work, the Contractor shall, except to the extent prohibited by law; (1) require each of its subcontractors to include the Contractor as "Additional Insured" in the subcontractor's Commercial General Liability policy and Business Automobile policies with respect to all liabilities arising out of the subcontractor's performance of work on behalf of the Contractor by endorsing these policies with ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage); (2) require each of its subcontractors to endorse their Commercial General Liability Policy with "Contractual Liability Railroads" ISO Form CG 24 17 10 01 (or a substitute form providing equivalent coverage) for the job site; and (3) require each of its subcontractors to endorse their Business Automobile Policy with "Coverage For Certain Operations In Connection With Railroads" ISO Form CA 20 70 10 01 (or a substitute form providing equivalent coverage) for the job site.

EXHIBIT C

TO CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

INSURANCE PROVISIONS

Contractor shall, at its sole cost and expense, procure and maintain during the course of the Project and until all Project work on Railroad's property has been completed and the Contractor has removed all equipment and materials from Railroad's property and has cleaned and restored Railroad's property to Railroad's satisfaction, the following insurance coverage:

- A. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Commercial general liability (CGL) with a limit of not less than \$5,000,000 each occurrence and an aggregate limit of not less than \$5,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance:

- Contractual Liability Railroads ISO form CG 24.17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.
- Designated Construction Project(s) General Aggregate Limit ISO Form CG 25 03 03 97 (or a substitute form providing equivalent coverage) showing the project on the form schedule.

- B. **BUSINESS AUTOMOBILE COVERAGE INSURANCE.** Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less \$5,000,000 for each accident and coverage must include liability arising out of any auto (including owned, hired and non-owned autos).

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.
- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.

- C. **WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE.** Coverage must include but not be limited to:

- Contractor's statutory liability under the workers' compensation laws of the State of Wyoming.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Contractor is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

The policy must contain the following endorsement, which must be stated on the certificate of insurance:

- Alternate Employer endorsement ISO form WC 00 03 01 A (or a substitute form providing equivalent coverage) showing Railroad in the schedule as the alternate employer (or a substitute form providing equivalent coverage).

- D. **RAILROAD PROTECTIVE LIABILITY INSURANCE.** Contractor must maintain "Railroad Protective Liability" (RPL) insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad as named Insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this agreement. Contractor shall provide this Agreement to Contractor's insurance agent(s) and/or broker(s) and Contractor shall instruct such agent(s) and/or broker(s) to procure the insurance coverage required by this Agreement. A BINDER STATING THE POLICY IS IN PLACE MUST BE SUBMITTED TO RAILROAD BEFORE THE WORK MAY COMMENCE AND UNTIL THE ORIGINAL POLICY IS FORWARDED TO UNION PACIFIC RAILROAD.

- E. **UMBRELLA OR EXCESS INSURANCE.** If Contractor utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.

- F. **POLLUTION LIABILITY INSURANCE.** Pollution liability coverage must be included when the scope of the work as defined in the Agreement includes installation, temporary storage, or disposal of any "hazardous" material that is injurious in or upon land, the atmosphere, or any watercourses; or may cause bodily injury at any time.

If required, coverage may be provided in separate policy form or by endorsement to Contractors CGL or RPL. Any form coverage must be equivalent to that provided in ISO form CG-24-15 "Limited Pollution Liability Extension Endorsement" or CG 28 31 "Pollution Exclusion Amendment" with limits of at least \$5,000,000 per occurrence and an aggregate limit of \$10,000,000.

If the scope of work as defined in this Agreement includes the disposal of any hazardous or non-hazardous materials from the job site, Contractor must furnish to Railroad evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of \$1,000,000 per loss, and an annual aggregate of \$2,000,000.

OTHER REQUIREMENTS

- G. All policy(ies) required above (except worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 26, and CA 20 48 provide coverage for Railroad's negligence whether sole or partial, active or passive, and shall not be limited by Contractor's liability under the indemnity provisions of this Agreement.
- H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless the law governing this Agreement prohibits all punitive damages that might arise under this Agreement.
- I. Contractor waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees. This waiver must be stated on the certificate of insurance.
- J. Prior to commencing the work, Contractor shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this Agreement.
- K. All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the State of Wyoming.
- L. The fact that insurance is obtained by Contractor or by Railroad on behalf of Contractor will not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railroad from Contractor or any third party will not be limited by the amount of the required insurance coverage.

EXHIBIT D

TO CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

MINIMUM SAFETY REQUIREMENTS

The term "employees" as used herein refer to all employees of Contractor as well as all employees of any subcontractor or agent of Contractor.

I. CLOTHING

- A. All employees of Contractor will be suitably dressed to perform their duties safely and in a manner that will not interfere with their vision, hearing, or free use of their hands or feet.

Specifically, Contractor's employees must wear:

- i. Waist-length shirts with sleeves.
- ii. Trousers that cover the entire leg. If flare-legged trousers are worn, the trouser bottoms must be tied to prevent catching.
- iii. Footwear that covers their ankles and has a defined heel. Employees working on bridges are required to wear safety-toed footwear that conforms to the American National Standards Institute (ANSI) and FRA footwear requirements.

- B. Employees shall not wear boots (other than work boots), sandals, canvas-type shoes, or other shoes that have thin soles or heels that are higher than normal.

- C. Employees must not wear loose or ragged clothing, neckties, finger rings, or other loose jewelry while operating or working on machinery.

II. PERSONAL PROTECTIVE EQUIPMENT

Contractor shall require its employees to wear personal protective equipment as specified by Railroad rules, regulations, or recommended or requested by the Railroad Representative.

- i. Hard hat that meets the American National Standard (ANSI) Z89.1 – latest revision. Hard hats should be affixed with Contractor's company logo or name.
- ii. Eye protection that meets American National Standard (ANSI) for occupational and educational eye and face protection, Z87.1 – latest revision. Additional eye protection must be provided to meet specific job situations such as welding, grinding, etc.
- iii. Hearing protection, which affords enough attenuation to give protection from noise levels that will be occurring on the job site. Hearing protection, in the form of plugs or muffs, must be worn when employees are within:
 - 100 feet of a locomotive or roadway/work equipment
 - 15 feet of power operated tools
 - 150 feet of jet blowers or pile drivers
 - 150 feet of retarders in use (when within 10 feet, employees must wear dual ear protection -- plugs and muffs)
- iv. Other types of personal protective equipment, such as respirators, fall protection equipment, and face shields, must be worn as recommended or requested by the Railroad Representative.

III. ON TRACK SAFETY

Contractor is responsible for compliance with the Federal Railroad Administration's Roadway Worker Protection regulations – 49CFR214, Subpart C and Railroad's On-Track Safety rules. Under 49CFR214, Subpart C, railroad contractors are responsible for the training of their employees on such regulations. In addition to the instructions contained in Roadway Worker Protection regulations, all employees must:

- i. Maintain a distance of twenty-five (25) feet to any track unless the Railroad Representative is present to authorize movements.
- ii. Wear an orange, reflectorized workwear approved by the Railroad Representative.

- iii. Participate in a job briefing that will specify the type of On-Track Safety for the type of work being performed. Contractor must take special note of limits of track authority, which tracks may or may not be fouled, and clearing the track. Contractor will also receive special instructions relating to the work zone around machines and minimum distances between machines while working or traveling.

IV. EQUIPMENT

- A. It is the responsibility of Contractor to ensure that all equipment is in a safe condition to operate. If, in the opinion of the Railroad Representative, any of Contractor's equipment is unsafe for use, Contractor shall remove such equipment from Railroad's property. In addition, Contractor must ensure that the operators of all equipment are properly trained and competent in the safe operation of the equipment. In addition, operators must be:
 - i. Familiar and comply with Railroad's rules on lockout/tagout of equipment.
 - ii. Trained in and comply with the applicable operating rules if operating any hy-rail equipment on-track.
 - iii. Trained in and comply with the applicable air brake rules if operating any equipment that moves rail cars or any other railbound equipment.
- B. All self-propelled equipment must be equipped with a first-aid kit, fire extinguisher, and audible back-up warning device.
- C. Unless otherwise authorized by the Railroad Representative, all equipment must be parked a minimum of twenty-five (25) feet from any track. Before leaving any equipment unattended, the operator must stop the engine and properly secure the equipment against movement.
- D. Cranes must be equipped with three orange cones that will be used to mark the working area of the crane and the minimum clearances to overhead powerlines.

V. GENERAL SAFETY REQUIREMENTS

- A. Contractor shall ensure that all waste is properly disposed of in accordance with applicable federal and state regulations.
- B. Contractor shall ensure that all employees participate in and comply with a job briefing conducted by the Railroad Representative, if applicable. During this briefing, the Railroad Representative will specify safe work procedures, (including On-Track Safety) and the potential hazards of the job. If any employee has any questions or concerns about the work, the employee must voice them during the job briefing. Additional job briefings will be conducted during the work as conditions, work procedures, or personnel change.
- C. All track work performed by Contractor meets the minimum safety requirements established by the Federal Railroad Administration's Track Safety Standards 49CFR213.
- D. All employees comply with the following safety procedures when working around any railroad track:
 - i. Always be on the alert for moving equipment. Employees must always expect movement on any track, at any time, in either direction.
 - ii. Do not step or walk on the top of the rail, frog, switches, guard rails, or other track components.
 - iii. In passing around the ends of standing cars, engines, roadway machines or work equipment, leave at least 20 feet between yourself and the end of the equipment. Do not go between pieces of equipment if the opening is less than one car length (50 feet).
 - iv. Avoid walking or standing on a track unless so authorized by the employee in charge.
 - v. Before stepping over or crossing tracks, look in both directions first.
 - vi. Do not sit on, lie under, or cross between cars except as required in the performance of your duties and only when track and equipment have been protected against movement.
- E. All employees must comply with all federal and state regulations concerning workplace safety.

BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

Requested Meeting Date: September 6, 2016	Name & Title of Presenter: Gene Legerski, P.E. SWC Public Works Director
Department or Organization: SWC Engineering	Contact Phone & E-mail: 307-872-3921 legerskig@sweet.wy.us
Exact Wording for Agenda: Approve Resolution 16-09-EN-01 accepting public road dedication from Rock Springs Energy Group, LLC for a portion of Reliance Road.	Preference of Placement on Agenda & Amount of Time Requested for Presentation: Morning 10 minutes
Will there be Handouts? (If yes, include with meeting request form) Yes - Included with Request	Will handouts require SIGNATURES: Yes
Additional Information: Rock Springs Energy Group is dedicating a portion of their property as a public road. Reliance Road currently exists in this portion of their property.	

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

RESOLUTION 16-09-EN-01

ACCEPTANCE OF PUBLIC ROAD DEDICATION FOR RELIANCE ROAD (COUNTY ROAD 4-42)

WHEREAS, Rock Springs Energy Group, LLC owns property upon which a portion of Reliance Road (CR 4-42) was constructed; and,

WHEREAS, Rock Springs Energy Group, LLC has dedicated said property to Sweetwater County and the public for Reliance Road (CR 4-42); and,

WHEREAS, the Sweetwater County Board of County Commissioners finds it in the best interest of the County and the public to accept said dedication;

NOW THEREFORE BE IT RESOLVED that the Sweetwater County Board of County Commissioners accepts the public road dedication dated August 29, 2016 from Rock Springs Energy Group, LLC for a portion of Reliance Road (CR 4-42).

Dated this 6th day of September, 2016.

Sweetwater County
Board of County Commissioners

Wally J. Johnson, Chairman

John K. Kolb, Member

Don Van Matre, Member

Randal M. Wendling, Member

Attest:

Steven Dale Davis, County Clerk

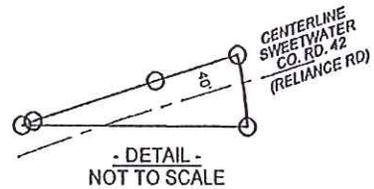
Reid O. West, Member

10

SECTION 35, TOWNSHIP 20 NORTH, RANGE 105 WEST, of the 6th P.M.



SCALE 1" = 500'
250' 0 500'



#	DIRECTION	DISTANCE
L1	N 89°43'00" W	336.20'
L2	N 69°07'11" E	17.39'
L3	N 72°13'50" E	190.38'
L4	N 73°18'43" E	129.35'

STATE OF WYOMING
COUNTY OF SWEETWATER

APPARENT OWNERSHIP:

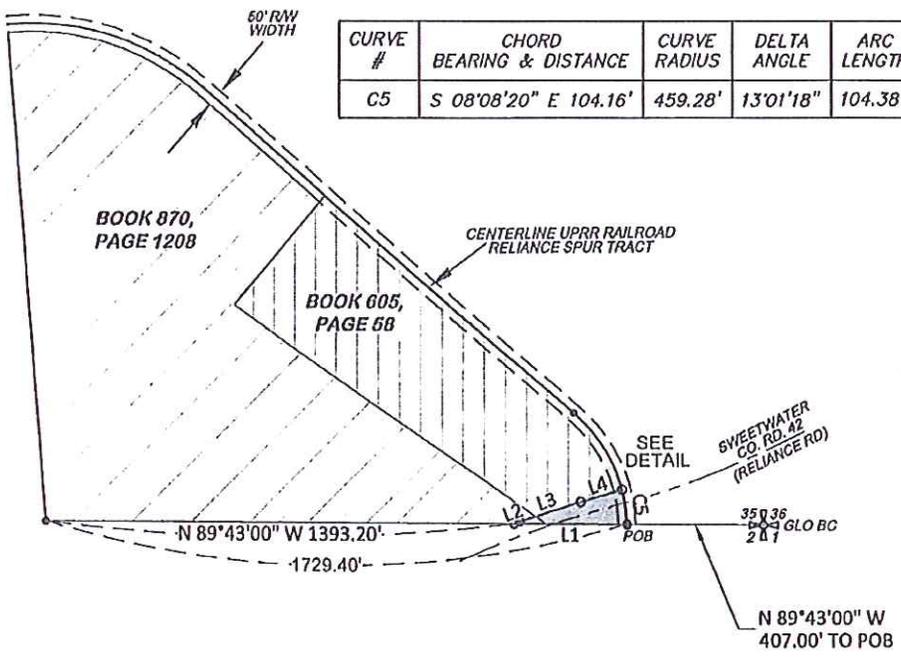
ROCK SPRINGS
ENERGY GROUP, LLC

- FOUND MONUMENT SECTION CORNER
- FOUND MONUMENT QUARTER CORNER
- FOUND PROPERTY CORNER
- PUBLIC ROAD DEDICATION

BASIS OF BEARINGS

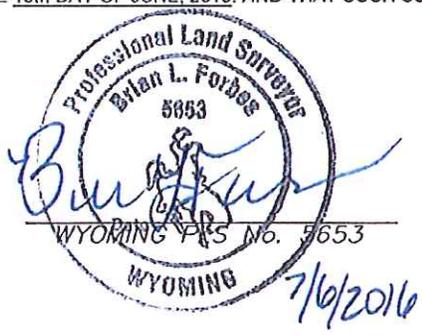
BOOK 0870, PAGE 1208
EXHIBIT A
&
BOOK 605, PAGE 58
EXHIBIT A
AS RECORDED IN
SWEETWATER CO., WY

CURVE #	CHORD BEARING & DISTANCE	CURVE RADIUS	DELTA ANGLE	ARC LENGTH
C5	S 08°08'20" E 104.16'	459.28'	13°01'18"	104.38



STATEMENT OF SURVEYOR:

BRIAN L. FORBES STATES HE IS BY OCCUPATION A REGISTERED LAND SURVEYOR EMPLOYED BY ROCK SPRINGS ENERGY GROUP, LLC TO MAKE A SURVEY OF A PROPOSED PUBLIC ROAD DEDICATION AS DESCRIBED AND SHOWN HEREON; THAT THE SURVEY OF SAID WORK WAS MADE UNDER HIS SUPERVISION AND AUTHORITY, COMMENCING ON THE 16th DAY OF JUNE, 2016; AND THAT SUCH SURVEY IS ACCURATELY REPRESENTED UPON THIS RECORD OF SURVEY.



Total Public Road Dedication Area:
17930.29 Square Feet, 0.412 Acres.

DRG GRIFFIN & ASSOCIATES, INC.
(507) 382-6028 1414 ELK ST., ROCK SPRINGS, WY 82001

DRAWN: 6/24/16 - KRH	SCALE: 1" = 500'
REVISED: 7/06/16 - KRH	DRG JOB No. 21062
MISC. REVISIONS PER S.W.C.O.	EXHIBIT A

A RECORD OF SURVEY SHOWING A
PROPOSED PUBLIC ROAD DEDICATION
PREPARED FOR:
ROCK SPRINGS ENERGY GROUP, LLC

BOARD OF COUNTY COMMISSIONERS

MEETING REQUEST FORM

Meeting Date Requested: 9/6/2016	Presenters Name & Title: Mike Lowell, Sheriff Garry McLean, HR Director
Department or Organization: Sheriff's Office Human Resources	Contact Phone and E-mail: 922-5301 8872-3910
Exact Wording for Agenda: Request to replace vacant position in Detention Center	Preference of Placement on Agenda & Amount of Time Requested for Presentation: 5 min
Will there be Handouts? (If yes, include with meeting request form) yes	Will handouts require SIGNATURES: yes
Additional Information:	

• **INSTRUCTIONS**

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

**Sweetwater County
Request to Restaff Vacant Position**

Board Meeting Date: 9/6/2016

Department: Sheriff's Office - Detention Center

Position: Detention Officer

Vacancy Date: 9/6/2016

Reason for vacancy: Employee was transferred to vacant Court Security Officer position, leaving a Detention Officer vacancy

Department Request: Re-staff Detention Officer, immediately, in a full time capacity with full benefits

Anticipated Re-staff Date 9/15/2016

Board Action	
Approved _____	Date: <u>9/6/2016</u>
Denied _____	
Full time _____	
Part time _____	# Hours (if part time) _____
Restaff Immediately _____	Delay restaffing until (month) _____

	Position	Hire Date	Monthly							Workers Compensation	Total benefits	Total cost of employment (salary + benefits)	Annual Cost of employment
			Salary	Retirement	Health Insurance	LTD	FICA						
Current costs for Detention Employee	Detention Officer (6 years, Grade 18, step 4 rate of pay)	5/5/2008	\$ 4,852.61	\$ 851.21	\$ 1,296.50	\$ 17.40	\$ 369.69	\$ 95.69	\$ 2,610.49	\$ 7,443.10	\$ 89,317.16		
Anticipated Costs to restaff Position Vacancy	Detention Officer (grade 15, step 1)	9/15/2016	\$ 3,820.35	\$ 657.10	\$ 1,948.14	\$ 13.75	\$ 292.26	\$ 75.64	\$ 2,986.89	\$ 6,807.24	\$ 81,686.92		
Net Difference (savings)			\$ (1,012.26)	\$ (174.11)	\$ 651.64	\$ (3.64)	\$ (77.44)	\$ (20.04)	\$ 576.41	\$ (635.85)	\$ (7,630.24)		

NOTES

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

Brenda Rao
Reviewed by HR Representative (signature)

Mike Lund
Reviewed by Department Head/ Elected Official (signature)

Commission Chair (signature)

8-31-2016
Date:

Date:

Date: