

NOTICE

**THE SWEETWATER COUNTY BOARD OF COUNTY COMMISSIONERS
WILL MEET ON TUESDAY, November 15, 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: November 1, 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 Castle Rock Hospital Bond Defeasance

9:55 Approval of the Revised Attachment A to the FY 2017
Services to Victims of Crime Grant Contract

10:00 Request to Replace Vacant Position in Detention

Center

10:05 Title 25 Discussion

OTHER

PUBLIC HEARING- PLANNING & ZONING

- 11:30**
1. Ryan & Nicole Scott- Zoning Map Amendment
R-2/SF to RR
 2. SWC Public Works- Zoning Zmap Amendment
A to MD-1

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)**

November 1, 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 West moved to approve the agenda. Commissioner Wendling seconded the motion. The motion carried.

Approval of Minutes: October 18, 2016

Commissioner Kolb moved to approve the minutes dated October 18, 2016. Commissioner Van Matre seconded the motion. The motion carried.

Acceptance of Bills

Approval of County Vouchers/Warrants, and Bonds

Commissioner Wendling moved to approve the county vouchers/warrants. Commissioner Van Matre seconded the motion. The motion carried with Commissioner Kolb recusing himself. Commissioner Wendling moved to approve the acceptance of the bonds. Commissioner West seconded the motion. The motion carried.

WARRANT NO.s	PAYEE	DESCRIPTION	AMOUNT
71605 & ADVICE	EMPLOYEES AND PAYROLL VENDORS	PAYROLL RUN	1,072.84
18693	OPTUM BANK 76411492	CONTRIBUTIONS	355.88
71606	CHEMICAL TESTING PROGRAM	KITS	199.00
71607	DEPARTMENT OF TRANSPORTATION	PLATE	5.00
71608	GROATHOUSE CONSTRUCTION, INC	CONSTRUCTION	744,989.00
71609	HOME DEPOT CREDIT SERVICES	SUPPLIES	685.71
71610	PAYMENT REMITTANCE CENTER - 3009	SUPPLIES/SHOVELS	172.31
71611	PAYMENT REMITTANCE CENTER - 7860	LODGING/CLASSES/REGISTRATION/ SUPPLIES/DUES	3,571.73
71612	PAYMENT REMITTANCE CENTER - 2452	MEALS	353.48
71613	PAYMENT REMITTANCE CENTER - 4720	MEALS	252.25
71614	PAYMENT REMITTANCE CENTER - 2486	MEALS	59.03
71615	PAYMENT REMITTANCE CENTER - 2478	MEALS	62.25
71616	PAYMENT REMITTANCE CENTER - 2460	MEALS	238.76
71617	PAYMENT REMITTANCE CENTER - 3065	MEALS	332.88
71618	QUESTAR GAS	UTILITIES	4,033.08
71619	ROCKY MTN POWER	UTILITIES	6,578.26
71620	UNION TELEPHONE COMPANY INC	PHONES	207.48
71621	UNION TELEPHONE COMPANY INC	PHONES/AIRCARDS/EQUIPMENT	2,774.41
71622	VERIZON WIRELESS	PHONES/AIRCARDS/EQUIPMENT	3,976.46
71623	WALMART COMMUNITY/RFCSELLC- PURCHASING	SUPPLIES	10.02
71624	WALMART COMMUNITY/RFCSELLC-FAC	SUPPLIES	9.96
71625	WEX BANK	FUEL	4,131.05
71626	AMAZON	OFFICE SUPPLIES/SUPPLIES/EQUIPMENT	1,396.24
71627	CENTURYLINK	PHONE	27.05
71628	CENTURYLINK	PHONE BILL	256.49
71629	DIRECTV	TV'S	74.99
71630	QUESTAR GAS	UTILITIES	1,787.26
71631	ROCKY MTN POWER	UTILITIES	9,177.00
71632	VERIZON WIRELESS	BROADBAND	423.20
71633	VONAGE BUSINESS INC	PHONE BILL	2,423.78
71634	AARMS	SUBSCRIPTION	530.00
71635	ACE HARDWARE	SUPPLIES	215.66
71636	ACE HARDWARE #11263-C	SUPPLIES	67.95
71637	AIRGAS USA LLC	SUPPLIES	25.41
71638	ALPHA PETROLEUM SERVICE INC	SERVICES	2,480.00
71639	ALPINE PURE WATER	RENTAL/WATER	126.00
71640	AUTOSPA INC	CLEANING	14.15
71641	BEST WESTERN - RAMKOTA HOTEL CASPER	LODGING	249.00
71642	BI	MONITORING	142.80
71643	BOOKCLIFF SALES INC	PARTS/SUPPLIES	142.16
71644	CARQUEST AUTO PARTS	PARTS	45.39
71645	CDW GOVERNMENT	TONER	488.92
71646	CIGNA	PREMIUMS	21,870.33
71647	CITY OF ROCK SPRINGS	BILLING	12,715.83
71648	CITY OF ROCK SPRINGS	RENT	1,218.92
71649	COMMUNICATION TECHNOLOGIES INC	RENT/SUPPLIES	863.96
71650	COPIER & SUPPLY CO INC	CONTRACTS	1,766.30
71651	DELL MARKETING L P	EQUIPMENT	106,181.48
71652	DELTA DENTAL	FEES	2,023.00
71653	ELECTION SYSTEMS & SOFTWARE INC	CARDS	913.77
71654	EMPLOYERS COUNCIL SERVICES INC	PRE-EMPLOYMENT	45.00
71655	F B MCFADDEN WHOLESALE COMPANY	SUPPLIES	432.28
71656	F B MCFADDEN WHOLESALE COMPANY	COMMISSARY/INMATE FOOD	5,527.09

71657	G & K SERVICES	SERVICES	288.28
71658	GOLDEN HOUR SENIOR CENTER INC	BUDGET ALLOCATION	20,250.00
71659	GRAINGER	SUPPLIES	799.50
71660	GREEN RIVER STAR	AD/SUBSCRIPTION	296.00
71661	HOMAX OIL SALES INC	FUEL/OIL	2,422.40
71662	HORIZON LABORATORY LLC	TOXICOLOGY	841.50
71663	IBS INCORPORATED	SUPPLIES	83.02
71664	IDENTISYS INC	SUPPLIES	124.74
71665	INBERG-MILLER ENGINEERS	SPEED STUDIES	1,246.90
71666	INDUSTRIAL HOIST AND CRANE	INSPECTION	171.38
71667	INDUSTRIAL SUPPLY	VESTS	135.00
71668	INFOGROUP	DIRECTORIES	1,525.00
71669	JACK'S TRUCK & EQUIPMENT	PARTS	41.64
71670	JFC ENGINEERS & SURVEYORS	TESTING	948.00
71671	LEVIN STRATEGIC RESOURCES LLC	SPONSORSHIP	232.55
71672	LEXISNEXIS RISK SOLUTIONS	SUBSCRIPTION	305.96
71673	MACY'S TRUCK REPAIR INC	PARTS/REPAIRS	1,043.81
71674	MATHEY LAW OFFICE - ASSIGNOR	FEES	1,910.00
71675	MATTHEW BENDER & CO INC	BOOKS	126.43
71676	MCKEE FOODS CORPORATION	INMATE FOOD	815.36
71677	MEADOW GOLD DAIRIES SLC	INMATE FOOD	1,502.35
71678	MEDICAL PRODUCTS LTD INC	SUPPLIES	949.84
71679	MEMORIAL HOSPITAL OF SWEETWATER CO	INMATE MEDICAL	2,733.00
71680	MOORE MEDICAL, LLC	SUPPLIES	617.38
71681	MOUNTAIN WEST BUSINESS SOLUTIONS	CONTRACT	15.00
71682	NICHOLAS & COMPANY	INMATE FOOD	2,288.21
71683	NUTECH SPECIALTIES INC	SUPPLIES	313.55
71684	OCEGUERA ALVAREZ, MIREYA YASMIN	TRANSLATION	50.00
71685	LAW OFFICE OF BOBBY W PINEDA	FEES	740.00
71686	PLAINS TIRE CO	TIRES	1,096.40
71687	PM AUTOGLASS INC	REPAIRS	193.00
71688	PROFESSIONAL SYSTEMS TECHNOLOGY INC	REPAIRS	593.75
71689	PTS OF AMERICA LLC	EXTRADITION	1,531.80
71690	ROCK SPRINGS CHAMBER OF COMMERCE	ADVERTISING/FEES	3,620.00
71691	ROCK SPRINGS NEWSPAPERS INC	ADS	5,714.94
71692	ROCKY MOUNTAIN SERVICE BUREAU INC	COMMISSION	239.74
71693	S & L INDUSTRIAL	STRIPING	188,271.77
71694	SECRETARY OF STATE	FEES	30.00
71695	SHADOW MOUNTAIN WATER OF WYOMING INC	RENTAL	27.00
71696	SHOPKO HOMETOWN - PHARMACY	INMATE PRESCRIPTIONS	3,392.37
71697	SKAGGS COMPANIES INC	UNIFORMS/EMBROIDERY	1,002.73
71698	SLAUGHTER, ROBERT D	MILEAGE	87.48
71699	SMYTH PRINTING INC	SUPPLIES	6,783.12
71700	SNAP-ON CREDIT LLC	SUBSCRIPTION	108.25
71701	SOLARWINDS INC	MAINTENANCE	102.00
71702	SOURCE OFFICE & TECHNOLOGY	OFFICE SUPPLIES	87.77
71703	SPECIALIZED PATHOLOGY CONSULTANTS	AUTOPSIES	3,495.00
71704	STAPLES ADVANTAGE - DEPT LA	OFFICE SUPPLIES	187.63
71705	SWCO CONSERVATION DISTRICT	BUDGET ALLOCATION	25,832.36
71706	SWEETWATER COUNTY INSURANCE	PREMIUMS/BENEFITS/CLAIMS	358,033.61
71707	SWEETWATER TRANSIT AUTHORITY	BUDGET ALLOCATION	29,497.50
71708	SWEETWATER TROPHIES	SHIPPING	85.99
71709	SWISHER	SUPPLIES	472.13
71710	THE TIRE DEN INC	REPAIRS/TIRES	1,011.95
71711	THE UPS STORE - #3042	SHIPPING	31.33
71712	TRUSTED NETWORK SOLUTIONS INC	INSTALLATION	2,000.00
71713	U S FOODS INC	INMATE FOOD	2,777.74
71714	UMR INC	FEES	11,638.70
71715	UNION PACIFIC RAILROAD COMPANY	RENT	2,884.00
71716	UNITED HEALTHCARE INSURANCE COMPANY	FEES	16,515.84
71717	UNITED SITE SERVICES	RESTROOM	192.00
71718	VAN MATRE, DON	MEALS/MILEAGE	451.40
71719	VENTURE TECHNOLOGIES	SERVICE	416.25
71720	VIRS	BUDGET ALLOCATION	26,246.38
71721	VISION SERVICE PLAN	PREMIUMS	7,574.17
71722	WATCH SYSTEMS LLC	MAILINGS	218.55
71723	WESTERN RELIEF LLC	RESTROOMS	228.00
71724	WESTERN WYOMING FAMILY HEALTH	BUDGET ALLOCATION	2,870.28
71725	WORKFORCEQA LLC	TESTING	200.00
71726	WYOMING CLERKS DISTRICT COURT ASSN	DUES	125.00
71727	WYOMING LAW ENFORCEMENT ACADEMY	TRAINING	455.00
71728	WYOMING MACHINERY COMPANY	PARTS/REPAIRS	907.95
71729	WYOMING SHERIFF'S ASSOCIATION	DUES/FEES	587.00
71730	WYOMING WORK WAREHOUSE	SUPPLIES	99.99
71731	YOUNG AT HEART CENTER	BUDGET ALLOCATION	23,223.14
71732	YOUTH HOME INC	BUDGET ALLOCATION	15,075.00

GRAND TOTAL: 1,736,755.06

The following bonds were placed on file:

Commissioner Comments/Reports**Chairman Johnson**

Chairman Johnson read aloud the facility report received from Facilities Manager Chuck Radosevich. Chairman Johnson reported that he, along with Public Lands Specialist Mark Kot, attended the Rock Springs RMP meeting. Chairman Johnson further reported that he, along with Commissioner Kolb, met with Hospital Board Sub-Committee members Richard Mathey and Joe Manatos to address diverse interpretations of Wyoming Statutes applicable to Memorial Hospital.

Commissioner Van Matre

Commissioner Van Matre reported on the meetings he attended including the Meet and Greet at the Golden Hour Senior Center and the two County Commissioner Forums. Commissioner Van Matre noted that he visited with County Treasurer Robb Slaughter.

Commissioner West

Commissioner West reported that he, along with Commissioner Kolb, attended a meeting called by Judge James relative to Title 25. Commissioner West further reported on meetings he attended for the Fair Board, and the Southwest Counseling Board. Commissioner West reported that he, along with Commissioner Wendling and Representative Don Hartley, attended a meeting for Communities Protecting the Green where General Manager of the Colorado River Conservation District Eric Kuhn addressed the study to determine the risk to current users of additional diversions from the Colorado/Green River System.

Commissioner Kolb

Commissioner Kolb reported that he, along with Chairman Johnson met with Hospital Board Sub-Committee members Richard Mathey and Joe Manatos to address diverse interpretations of Wyoming Statutes applicable to Memorial Hospital. Commissioner Kolb reported that he attended the County Commissioners debate at the White Mountain Library. Commissioner Kolb reported that he, along with Commissioner West, attended a meeting called by Judge James relative to Title 25. Commissioner Kolb further reported that he attended a Memorial Hospital Foundation Board meeting in regards to a recent impact study and took a tour of the new stall project at the Fairgrounds. Commissioner Kolb noted that he spoke with County Attorney Danny Erramouspe, Land Use Director Eric Bingham, Grants Manager Krisena Marchal and Human Resource Director Garry McLean. Lastly, Commissioner Kolb expressed his displeasure with a comment made by one of the radio personalities that he was on his smart phone during a meeting. Commissioner Kolb reiterated that he can multi-task and, more specifically, was reviewing documents on his phone pertaining to the meeting.

Commissioner Wendling

Commissioner Wendling reported on the meetings he attended including the Rock Springs City Council, the Rock Springs Resource Management Plan, the Sweetwater Economic Development Coalition, the Sweetwater County Commissioner Forum, the Rock Springs Young at Heart Board, and the Joint Communications Board meeting. Commissioner Wendling reported that he, along with Commissioner West, Public Lands Specialist Mark Kot, and Communities Protecting the Green River representative Don Hartley attended a presentation at the Joint Water Powers building by the General Manager of the Colorado River Conservation District Eric Kuhn who addressed the risk study to determine the risk to current users of additional diversions from the Colorado/Green River System. Commissioner Wendling noted that he listened in on a conference call with the WCCA (Wyoming County Commissioners Association) and the BLM quarterly meeting. Commissioner Wendling met with the BLM in regards to County Road Right of Way renewal as well as the Sage Grouse Focal area. Lastly, Commissioner Wendling reported that he sat in on the WPLI (Wyoming Public Lands Initiative) Commissioner Roundtable Conference Call.

Break

Chairman Johnson called for a break.

After coming back from break, Commissioner West explained that Events Complex Director Larry Lloyd requested a letter of support for an appointment to the Wyoming Tourism Board for District 4. ***Commissioner West moved to send a letter of support to the Governor in him appointing Larry Lloyd to the Wyoming State Tourism Board and authorize the Chairman to sign. Commissioner Van Matre seconded the motion.*** Following discussion, ***Commissioner Kolb moved to amend the motion to have all commissioners sign the letter of support. Commissioner West seconded the motion.*** Following discussion, both motions carried.

County Resident Concerns

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

Action/Presentation Items**Inventorizing Lands with Wilderness Characteristics in the BLM Rock Springs Planning Area**

BLM Wild Lands Community Organizer Shaleas Harrison provided a PowerPoint Presentation and requested two letters of support, one to release preliminary management alternatives for the Rock Springs RMP and the second regarding field tour to citizen-proposed lands with wilderness characteristics. Following discussion, the commission expressed their appreciation for Ms. Harrison's presentation.

Letter of Support by the County Commissioners to Southwest Counseling Service for Gatekeeping in SWCO in Southwest

Southwest Counseling Director Linda Acker and Outpatient Manager Mike Bauer requested a letter of support to complete an application for funding to develop and implement gatekeeping in relationship to Title 25. Following discussion, Chairman Johnson entertained a motion to approve the letter of support for the gatekeeping application for Southwest Counseling to be designated as the gatekeeper for the Title 25 process and authorize the Chairman to sign. ***Commissioner West so moved. Commissioner Kolb seconded the motion.*** The motion carried.

Request Adoption of Bond Resolution to Refund Certain Tax Exempt Bonds and Approval of Related Documents

Ryan Bjerke from the law firm of Chapman and Cutler LLP, representing FMC, presented Resolution 16-11-CC-01. Following discussion, Chairman Johnson entertained a motion to approve Resolution 16-11-CC-01. *Commissioner Kolb so moved. Commissioner Wendling seconded the motion.* Following further discussion, the motion carried.

RESOLUTION No. 16-11-CC-01

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF \$90,000,000 SOLID WASTE DISPOSAL REFUNDING REVENUE BONDS (FMC CORPORATION PROJECT) SERIES 2016 OF SWEETWATER COUNTY, WYOMING, TO REFUND REFUNDING REVENUE BONDS PREVIOUSLY ISSUED TO REFUND BONDS ISSUED TO FINANCE COSTS OF CERTAIN SOLID WASTE DISPOSAL FACILITIES FOR FMC CORPORATION; AUTHORIZING THE EXECUTION AND DELIVERY OF AN INDENTURE OF TRUST FROM SAID COUNTY TO THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., AS TRUSTEE, WITH RESPECT TO SAID BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT BETWEEN SAID COMPANY AND SAID COUNTY PROVIDING FOR THE REPAYMENT OF THE LOAN OF THE PROCEEDS OF SAID BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT AMONG SAID COUNTY, SAID COMPANY AND MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED, AS THE UNDERWRITER OF SAID BONDS; AND RELATED MATTERS.

WHEREAS, Sweetwater County, Wyoming (the "County"), is authorized pursuant to the provisions of Sections 15-1-701 to 15-1-710, inclusive, Wyoming Statutes, 1977, as amended (the "Act"), to issue revenue bonds to defray the cost of acquiring or improving any land, building, pollution control facility, including solid waste disposal facilities, or other improvement and all necessary and appurtenant real and personal properties, whether or not in existence, suitable for manufacturing, industrial, commercial or business enterprises, and to refund the same; and

WHEREAS, pursuant to and in accordance with the provisions of the Act, the County has heretofore issued its \$90,000,000 Solid Waste Disposal Refunding Revenue Bonds (FMC Corporation Project) Series 2005 (the "Prior Bonds") in order to refund certain bonds previously issued by the County to finance the costs of acquiring, improving, constructing and installing certain facilities for the disposal of solid wastes (the "Project") at the trona mining and soda ash manufacturing facilities previously owned by FMC Corporation, a Delaware corporation (the "Company") and now owned by Tronox US Holdings Inc. and operated by Tronox Alkali Wyoming Corporation, a subsidiary of Tronox US Holdings Inc., each a Delaware corporation (together, the "Owner/Operator"), located in the County; and

WHEREAS, the Company completed the acquisition, construction and installation of the Project prior to the sale of the Project to the Owner/Operator; and

WHEREAS, the County has determined that it is in the public interest to issue its \$90,000,000 Solid Waste Disposal Refunding Revenue Bonds (FMC Corporation Project) Series 2016 (the "Bonds"), pursuant to and in accordance with the provisions of the Act, in order to refund the Prior Bonds; and

WHEREAS, this Board of County Commissioners deems it necessary and desirable to authorize the issuance and sale of the Bonds; and

WHEREAS, the proceeds of the Bonds will be loaned to the Company for the purpose described above pursuant to a Loan Agreement, to be dated as of November 1, 2016 (the "Loan Agreement"), by and between the Company and the County, whereby the Company will covenant and agree (i) to make payments sufficient to provide for the payment of the principal of and interest and premium, if any, on the Bonds, as when the same become due and payable, and (ii) to make such other payments and satisfy such other obligations as may be required by the Act or the Loan Agreement; and

WHEREAS, the Bonds will be issued under and pursuant to, and are to be secured by, an Indenture of Trust, to be dated as of November 1, 2016 (the "Indenture"), by and between the County and The Bank of New York Mellon Trust Company, N.A., as Trustee (the "Trustee"), by which the County will, among other things, pledge to the Trustee as security for the Bonds all of its rights and interests in the Loan Agreement except for certain reserved rights; and

WHEREAS, it is proposed that the Bonds will be sold by the County to Merrill Lynch, Pierce, Fenner & Smith Incorporated (the "Underwriter"), pursuant to a Bond Purchase Agreement (the "Bond Purchase Agreement") among the County, the Company and the Underwriter; and

WHEREAS, it is necessary for the County, the Trustee and the Company to enter into a Tax Exemption Certificate and Agreement (the "*Tax Agreement*"), to be dated the date of the issuance and delivery of the Bonds, in order to implement certain procedures with respect to the tax-exempt status of interest on the Bonds; and

WHEREAS, it will be necessary for the Underwriter to distribute a Preliminary Official Statement (the "*Preliminary Official Statement*") and a final Official Statement (the "*Official Statement*") in connection with the offering and sale of the Bonds; and

WHEREAS, it is necessary that certain other instruments be executed and certain other actions be taken in connection therewith; and

WHEREAS, the County has caused to be prepared and presented to this meeting proposed forms of the Indenture, the Loan Agreement, the Bond Purchase Agreement, the Tax Agreement, the Preliminary Official Statement and the Bonds:

NOW, THEREFORE, Be It Resolved by the Board of County Commissioners of Sweetwater County, Wyoming, as follows:

Section 1. That pursuant to the provisions of the Act, and particularly pursuant to the provisions of Section 15-1-710(b)(ii) thereof, it is hereby found, determined and declared as follows:

(a) It is deemed desirable and in the best interests of the County for the purpose of reducing, preventing, abating and eliminating pollution in the County in order to facilitate and promote the protection of the natural environment of the County that the County issue the Bonds to refund the Prior Bonds which were issued for the purpose of providing funds to refund bonds issued to finance the costs of acquiring, improving, constructing and installing the Project, it having been and being hereby determined that the Project will assist in reducing, preventing, abating or eliminating pollution in the County and will facilitate and promote the protection of the natural environment of the County.

(b) The amount necessary to pay the principal and interest on the Bonds is set forth in the Loan Agreement as a formula.

(c) The payments to be received by the County pursuant to the Loan Agreement, and assigned to the Trustee under the Indenture, are designed to be sufficient to pay the principal of and premium, if any, and interest on the Bonds proposed to be issued by the County.

(d) It is not necessary to establish a reserve fund for the retirement of any of the Bonds or the maintenance of the Project or to determine the estimated cost of maintaining the Project in good repair and keeping it properly insured since the Owner/Operator is responsible for such costs, and the Project and any revenues therefrom are not pledged as security for the Bonds and furthermore as under the terms of the Loan Agreement the Company is obligated to make payments fully sufficient to pay the principal of, premium, if any, and interest on the Bonds.

(e) It is not necessary for the Loan Agreement to require that the Company pay any charge or fee in lieu of ad valorem taxes, because the Project will not be exempt from ad valorem taxes, with the Owner/Operator being responsible for ad valorem taxes and, furthermore, the Project and any revenues therefrom are not pledged as security for the Bonds.

(f) The Loan Agreement requires that the proceeds of the Bonds be used to refund the Prior Bonds and further requires the Company to pay the County amounts sufficient: (i) to pay, when due, the principal of, premium, if any, and interest on the Bonds, and to pay any other expenses incurred by the County in connection therewith, and (ii) to build up and maintain any reserves deemed by this Board to be necessary and advisable in connection therewith, it being determined that no such payments are necessary and advisable; it being further determined that it is not necessary to include provisions in the Loan Agreement relating to payment of taxes on the Project or maintenance and insurance of the Project since the Owner/Operator is responsible for such items and the Project and any revenues therefrom are not pledged as security for the Bonds.

Section 2. That, in order to refund the Prior Bonds, the Bonds be and the same are hereby authorized and ordered to be issued at an interest rate not to exceed six percent (6%) per annum, with a maturity date not later than December 1, 2035, which interest rate and maturity date shall be determined on or prior to the issuance and delivery of the Bonds and shall be approved by the Chairman of the Board of County Commissioners (the "*Chairman*") (his execution of the Bond Purchase Agreement to constitute conclusive evidence of such approval), and in the aggregate principal amount of \$90,000,000 pursuant to the Indenture, such Bonds to be in substantially the form submitted to this meeting, to be dated the date of issuance and delivery thereof, to be executed in the manner, to be in such denominations and tenor, in fully registered form, payable at the places, may be subject to redemption (including optional redemption at a redemption price or redemption prices not in excess of 102% of the principal amount redeemed plus accrued interest, if any, to the redemption date) and containing substantially the terms and provisions set forth therein and in the Indenture, and the forms, terms and provisions of the Bonds and the Indenture are hereby approved, and the Chairman and the County Clerk of the County (the "*County Clerk*") are hereby authorized and directed to execute, attest, seal and deliver the Indenture, with

such changes therein as shall be approved by the Chairman (his execution thereof to constitute conclusive evidence of such approval), and the Chairman and the County Clerk are hereby authorized and directed to execute, attest, seal and deliver the Bonds as provided in the Indenture, with such changes therein as shall be approved by the Chairman (his execution thereof to constitute conclusive evidence of such approval), including the use of facsimile signatures on the Bonds, which Bonds shall not constitute nor give rise to a pecuniary liability of the County or a charge against the general credit or taxing powers. In accordance with Section 15-1-703(b) of the Act, it is hereby deemed that the foregoing form, terms and provisions of the Bonds are in the best interest of the County. If any of the officers who shall have signed or sealed any of the Bonds shall cease to be such officers of the County before the Bonds so signed and sealed shall have been actually authenticated by the Trustee or delivered by the County, such Bonds nevertheless may be authenticated, issued and delivered with the same force and effect as though the person or persons who signed or sealed such Bonds had not ceased to be such officer or officers of the County, and also any such Bonds may be signed and sealed on behalf of the County by those persons who, at the actual date of the execution of such Bonds, shall be the proper officers of the County, although at the nominal date of such Bonds any such person shall not have been such officer of the County.

Section 3. That the County lend the proceeds of the Bonds to the Company to refund the Prior Bonds pursuant to the Loan Agreement in substantially the form submitted to this meeting and containing substantially the terms and provision set forth therein, and the form, terms and provisions of the Loan Agreement are hereby approved, and the Chairman and the County Clerk are hereby authorized and directed to execute, attest, seal and deliver the Loan Agreement, with such changes therein as shall be approved by the Chairman (his execution thereof to constitute conclusive evidence of such approval).

Section 4. That the sale of the Bonds to the Underwriter at a purchase price of 100% of the principal amount thereof, there being no accrued interest, with the Underwriter's fee to be paid by the Company, pursuant to the Bond Purchase Agreement, in substantially the form submitted to this meeting and containing substantially the terms and provisions set forth therein, is hereby authorized and approved, and the form, terms and provisions of the Bond Purchase Agreement are hereby approved, and the Chairman is hereby authorized and directed to execute and deliver the Bond Purchase Agreement, with such changes therein as shall be approved by the Chairman (his execution thereof to constitute conclusive evidence of such approval).

Section 5. That the form, terms and provisions of the Tax Agreement, in substantially the form submitted to this meeting and containing substantially the terms and provisions set forth therein, are hereby authorized and approved and the Chairman is hereby authorized and directed to execute and deliver the Tax Agreement, with such changes therein as shall be approved by the Chairman (his execution thereof to constitute conclusive evidence of such approval).

Section 6. That the use by the Underwriter of the Preliminary Official Statement, in substantially the form presented at this meeting, is hereby ratified and approved, and the use by the Underwriter of the final Official Statement, in substantially the form of the Preliminary Official Statement, is hereby authorized and approved, with such changes therein as shall be approved by the Chairman; *provided*, that this authorization does not extend to the information contained in or incorporated by reference in Appendix A to said Preliminary Official Statement or in Appendix A to said Official Statement, but nothing herein shall be construed as prohibiting the Underwriter from including such information in each said Appendix A pursuant to authorization from the Company.

Section 7. That the Chairman and the County Clerk are each hereby authorized and directed to execute, attest, seal and deliver any and all documents, including without limitation an Information Return for Private Activity Bond Issues (Form 8038) to be filed with the Internal Revenue Service, Uniform Commercial Code Financing Statements and escrow agreements related to the defeasance of the Prior Bonds if deemed desirable by the Company, and do any things deemed necessary or advisable to effect the issuance and delivery of the Bonds and the execution and delivery of the Loan Agreement, the Indenture, the Bond Purchase Agreement, the Tax Agreement and the Official Statement and to carry out the intent and purpose of this Resolution, including the preambles hereto.

Section 8. That the determinations of the County with respect to the Bonds of the matters set forth in Section 16-5-502, Wyoming Statutes, 1977, as amended, shall be as set forth herein and in the Indenture.

Section 9. The appointment and designation of The Bank of New York Mellon Trust Company, N.A., as Trustee, with respect to the Bonds as provided in the Indenture, is hereby approved.

Section 10. That the forms of Indenture, the Loan Agreement, the Tax Agreement, the Bond Purchase Agreement and the Preliminary Official Statement authorized by this Resolution are on file in the office of the County Clerk for public inspection.

Section 11. That this Resolution and the entire proceedings had in its adoption shall forthwith be published in the *Rock Springs Daily Rocket-Miner*, a newspaper published in Rock Springs, Wyoming, and of general circulation in Sweetwater County, Wyoming.

Section 12. That the provisions of this Resolution are hereby declared to be separable and if any section, phrase or provision shall for any reason be declared to be invalid, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions.

Section 13. That all resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 14. Immediately after its adoption, this Resolution shall be signed by the Chairman and the County Clerk, shall be recorded in a book kept for that purpose and shall take immediate effect.

Passed and approved November 1, 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

Vehicle Transfer/Exchange

Purchasing Manager Marty Dernovich presented two vehicle transfer requests. The first request was to transfer a 2004 Chevrolet Malibu from the County Attorney's Office to the Pool/GR/VSO. The second request was to transfer a 2007 Jeep from the Facilities Department to the County Attorney's Office. Following discussion, Chairman Johnson entertained a motion to accept the recommendation from staff to transfer the vehicles involved. ***Commissioner Kolb so moved. Commissioner Van Matre seconded the motion.*** The motion carried.

Break

Chairman Johnson called for a break.

Acceptance of 2016-2017 MOA with the City of Rock Springs for the DSP Program

DSP Program Coordinator/Caseworker Kimmie Diehl Rouse and Juvenile Probation Director Karin Kelly presented the MOA between the City of Rock Springs and Sweetwater County for the DSP Program. Following discussion, Chairman Johnson entertained a motion to approve the Memorandum of Understanding. ***Commissioner Wendling so moved. Commissioner Van Matre seconded the motion.*** The motion carried.

Approval of the Amendment to the Volunteers of America Northern Rockies 2014/2015 Subaward Grant Agreement

Grants Manager Krisena Marchal and Juvenile Probation Director Karin Kelly presented the amendment to the Volunteers of America Northern Rockies 2014-2015 Subaward Grant Agreement. ***Commissioner West moved to approve, and authorize the Chairman to sign, the Amendment to the Volunteers of America Northern Rockies 2014/2015 Subaward Grant Agreement. Commissioner Kolb seconded the motion.*** The motion carried.

Approval of the FY 2017 Selective Traffic Enforcement Grant Agreement

Grants Manager Krisena Marchal and Sheriff Lowell presented the Fiscal Year 2017 Selective Traffic Enforcement Grant Agreement. Following discussion, Chairman Johnson entertained a motion to approve. ***Commissioner Wendling moved to***

approve, and authorize the Chairman to sign, the Fiscal Year 2017 Selective Traffic Enforcement Grant Agreement. Commissioner West seconded the motion. The motion carried.

MOU between DCI and the Sweetwater County Sheriff's Office- Livescan Fingerprint Machine

Sheriff Lowell presented the MOU between DCI and the Sweetwater County Sheriff's Office. Following discussion, Chairman Johnson entertained a motion to approve the MOU between the State of Wyoming, Office of the Attorney General, Division of Criminal Investigation and the Sweetwater County Sheriff's Office for a livescan fingerprint machine. *Commissioner West so moved. Commissioner Van Matre seconded the motion.* The motion carried.

Request Approval of Health Insurance Plan Summary Plan Description

Human Resource Manager Garry McLean presented the UMR Health Insurance Summary Plan Description Amendment. Following discussion, Chairman Johnson entertained a motion to accept staff recommendation for the UMR plan summary plan description amendments. *Commissioner West moved to approve and authorize the Chairman to sign. Commissioner Wendling seconded the motion.* The motion carried.

Other

The commission addressed the joint press release between the Sweetwater County Board of County Commissioners and the Memorial Hospital of Sweetwater County Board of Trustees regarding the two boards reconciling interpretations of hospital statutes. Chairman Johnson entertained a motion to approve the press release as drafted and proceed accordingly. *Commissioner Kolb moved to approve the wording of the press release. Commissioner Van Matre seconded the motion.* The motion carried.

Break

Chairman Johnson called for a break.

Updates between the SWCO Board of County Commissioners and the Memorial Hospital Board of Trustees

Memorial Hospital Attorney George Lemich, Board Chairman Joe Manatos, Board Members Grant Christensen, Richard Mathey, Taylor Jones, Artis Kalivas were present and shared that each board unanimously approved the press release regarding the two boards reconciling interpretations of hospital statutes. Each board expressed appreciation for the improved relationship and the opportunity to move forward in working together for the public.

The commission addressed the deed to the women's clinic. Mr. Manatos explained that they will make a motion to deed the property to the county during their regular Board of Trustees meeting tomorrow.

Executive Session(s)-Personnel/Legal

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

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

Adjourn

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

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

THE BOARD OF COUNTY COMMISSIONERS
OF SWEETWATER COUNTY, WYOMING

Wally J. Johnson, Chairman

John K. Kolb, Member

Don Van Matre, Member

Randal M. Wendling, Member

Reid O. West, Member

ATTEST:

Steven Dale Davis, County Clerk

	DATE	AMOUNT	WARRANT #'S	ADVICE #'S
EAL	11/2/2016	2,108.40	71770-71799	
EAL	11/4/2016	244,975.12	71800-71813	
EAL	11/10/2016	290,959.50		
EAL	11/15/2016	1,140,199.97		
EAL				
EAL				
EAL				
			Check #	Advice #
	Payroll Run	1,351,391.40	Payroll: 71733-71769	18694-18958
	Payroll Run			
	Payroll Run			
TOTAL AMOUNT		\$3,029,634.39		

Vouchers in the above amount are hereby approved and ordered paid this date of 11/15/16

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
11-15-16

1. County Clerk

THE BOARD OF COUNTY COMMISSIONERS
FOR SWEETWATER COUNTY, WYOMING

Wally J. Johnson, Chairman

John K. Kolb, Member

Attest:

Donald Van Matre, Member

Randal M. Wendling, Member

Steven Dale Davis, County Clerk

Reid O. West, Member

MONTHLY STATEMENT

Statement of the Earnings of Collections of STEVEN DALE DAVIS COUNTY CLERK within and for the County of Sweetwater, State of Wyoming, for the month ending October 2016 and reported to the Board of County Commissioners of said County.

COUNTY CLERK		
Recording Fees	13,622.00	
Marriage Licenses	600.00	
Chattel Mortgages	11,529.00	
Motor Certificates of Title	(1316 /TITLES) 19,740.00	18,424.00
Sale of County Property	-	
Miscellaneous Receipts	1,292.75	
Total Receipts		46,783.75
	Abandoned Vehicle	(1,316.00)
		45,467.75

STATE OF WYOMING)
) ss.
 COUNTY OF SWEETWATER)

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

Witness my hand and seal this 01 day of November 2016



/s/ Steven Dale Davis COUNTY CLERK

Rose Clayton DEPUTY

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

Chairman

Commissioner

Commissioner

Authorization for Bonds

11-15-16

Ann Rudoff Sweetwater Board of Coop Services, Sec/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. 54529164

That we Ann Rudoff

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

unto Sweetwater Board of Cooperative Services, 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 19th day of August, 2016.

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

Principal was duly Appointed Elected to the office of Secretary/Treasurer

in the Sweetwater Board of Cooperative Services

and State aforesaid for the term beginning December 11, 2016, and ending

December 11, 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 Secretary/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.



Ann Rudoff
Principal

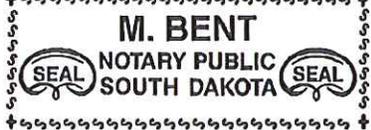
WESTERN SURETY COMPANY
By Paul T. Bruhat
Paul T. Bruhat, Vice President

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA }
County of Minnehaha } ss

On this 19th day of August, 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

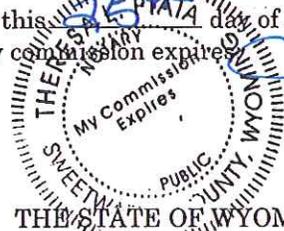
OATH OF OFFICE

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.

Ann Rudoff

State of Wyoming }
County of Sweetwater } ss

This Oath of Office was subscribed and sworn to before me by *Ann Rudoff*
on this 25th day of October, 2016
My commission expires January 17, 2019



Theresa L. Prada
Notary Public, Wyoming

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF WYOMING }
County of Sweetwater } ss

On this 25th day of October, 2016, before me, personally appeared

Ann Rudoff, 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

January 17, 2019



Theresa L. Prada

Notary Public, Wyoming

Authorization for Abate/Rebate of Ad Valorem Taxes

November 15, 2016

NOVC	TAXPAYER	ACCOUNT	TAX DIST	VALUATION	TAX YEAR	ADJUSTMENTS	REASON	A/R NUMBER
2016-0634	CHEVRON USA INC	51961	200	-6,720	2014	-452.30	DOR	11116
2016-0714	CROWN ENERGY PARTNERS LLC	147976	200	-8,599	2014	-578.77	DOR	11216
2016-0735	CROWN ENERGY PARTNERS LLC	147975	102	-8,714	2014	-605.24	DOR	11316
2016-0735	CROWN ENERGY PARTNERS LLC	147976	200	-69,645	2014	-4,687.60	DOR	11416
2016-0720	MEMORIAL PRODUCTION OPERATING LLC	151734	102	-42	2014	-2.92	DOR	11516
2016-0720	MEMORIAL PRODUCTION OPERATING LLC	151736	200	-19,054	2014	-1,282.47	DOR	11616
2016-0745	LEGACY RESERVES OPERATING LP	149593	101	-204	2014	-13.80	DOR	11716
2016-0746	KERR MCGEE OIL & GAS ONSHORE LP	138979	200	-3,512	2014	-236.38	DOR	11816
2016-0666	MONCRIEF W A	56001	200	-53	2011	-3.56	DOR	11916
2016-0666	MONCRIEF W A	146870	200	-1	2011	-0.07	DOR	111016
	KAISER FRANCIS OIL CO	102659	202	-679	2016	-47.32	LATE FILING HIGGINS FED 1 P&A	111116
2016-0716	QEP ENERGY CO	147991	100	-1,830	2014	-117.26	DOR	111216
2016-0719	BP AMERICA PRODUCTION CO	62880	100	-97,615	2014	-6,254.88	DOR	111316

BOARD OF COUNTY COMMISSIONERS

MEETING REQUEST FORM

Meeting Date Requested: November 15, 2016	Presenters Name & Title: Bailie Dockter, CEO Barbara Bonds, Bond Counsel
Department or Organization: Castle Rock Hospital District	Contact Phone and E-mail: 307-872-4510
Exact Wording for Agenda: Castle Rock Bond Defeasance	Preference of Placement on Agenda & Amount of Time Requested for Presentation: 9:40 a.m. - 30 minutes
Will there be Handouts? (If yes, include with meeting request form) Yes, will send by end of day on November 9th	Will handouts require SIGNATURES:
Additional Information:	
<hr/>	

• **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.

Sally Shoemaker

From: Sharon Chapman <Sharon.Chapman@crhd.org>
Sent: Wednesday, November 09, 2016 12:54 PM
To: Sally Shoemaker
Subject: Meeting Request Form
Attachments: Meeting Request Form.pdf

Sally:

Attached please find a Board of County Commissioners Meeting Request Form for the November 15th meeting.

Please feel free to contact me if you have any questions.

Sharon R. Chapman
Executive Secretary

Castle Rock Hospital District
1400 Uinta Drive
Green River, WY 82935

Email: sharon.chapman@crhd.org
Office: 307-872-4581



Sally Shoemaker

From: Barbara Bonds <Barbara@wyolaw.com>
Sent: Thursday, November 10, 2016 11:31 AM
To: Sally Shoemaker
Cc: Reid West; Bailie Dockter; George Lemich; swcotresrobb@yahoo.com
Subject: Resolution and Exhibit A for November 15, 2016 Commissioners Meeting
Attachments: Scanned from cadm00001.pdf; SWEETWATER COUNTY DEFEASANCE RESOLUTION.doc; SWEETWATER COUNTY DEFEASANCE RESOLUTION.pdf

Good Morning, Sally – Attached hereto in PDF form are the Resolution and its Exhibit A for consideration by the Commissioners' at next Tuesday's meeting.

As we have done before, I am also attaching a Word form that I have converted for your use. I apologize for you having to do the "clean up" – I am just too old to learn Word – I need those reveal codes.

If you have any questions, please give me a ring. I am working at home today – (307) 632-4024.

I will be at the meeting on Tuesday – thanks a million for getting me on the agenda early – I just need to get back to the office and do some work that day.

Barb

RESOLUTION NO. ____

A RESOLUTION RELATING TO THE DEFEASANCE OF A PORTION OF THE LEASE REVENUE BONDS, SERIES 2013, DATED JULY 30, 2013, THAT WERE ISSUED BY THE SWEETWATER COUNTY 2013 SPECIFIC PURPOSE TAX JOINT POWERS BOARD TO PROVIDE FINANCING FOR IMPROVEMENTS FOR CASTLE ROCK SPECIAL HOSPITAL DISTRICT.

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

WHEREAS, after a successful election on November 6, 2012, the County imposed a 1% specific purpose sales and use tax to collect a total of \$60,506,091 (the "2013 Tax"), for the purpose of paying for the acquisition of equipment and construction of projects (the "Improvements") by and for the County, the Towns of Granger, Superior and Wamsutter, the Cities of Green River and Rock Springs, and Castle Rock Special Hospital District ("Castle Rock," and collectively with the County and the municipalities, the "Participating Agencies"); and

WHEREAS, the Participating Agencies entered into that certain Sweetwater County Roadway/Castle Rock/Municipalities' Improvements Specific Purpose Tax Escrow Agreement, dated as of July 30, 2013 (the "Escrow Agreement"), with the Sweetwater County Treasurer, as escrow agent (the "Sweetwater County Treasurer" or "Treasurer"), which established an escrow account (the "Escrow Account") into which are deposited the collections of the 2013 Tax, which the Sweetwater County Treasurer further allocates to sub-accounts the percentages set forth in the Escrow Agreement; and

WHEREAS, the Escrow Agreement specifically provides that 5.5814% of the 2013 Tax is allocated for the Improvements for the County and 3.0054% is allocated for the Improvements for Castle Rock; and

WHEREAS, the Participating Agencies formed the Sweetwater County 2013 Specific Purpose Tax Joint Powers Board (the "Joint Powers Board"), a 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, for the purpose of providing financing for the Improvements in anticipation of the collection of the 2013 Tax; and

WHEREAS, the Joint Powers Board issued \$51,080,000 Lease Revenue Bonds, Series 2013 (the "Series 2013 Bonds") pursuant to the provisions of that certain Indenture of Trust, dated as of July 30, 2013 (the "Indenture") between the Joint Powers Board and Wells Fargo Bank, National Association, as trustee; and

WHEREAS, Series 2013 Bonds were issued in the aggregate principal amount of \$3,900,000 for the County and in the aggregate principal amount of \$2,100,000 for Castle Rock; and

WHEREAS, the Participating Agencies specifically budget and appropriate 2013 Tax moneys for the payment of Rental Payments (as defined in the Indenture) under a Lease and Option to Purchase Agreement dated July 30, 2013, between the Participating Agencies and the Joint Powers Board, which Rental Payments are used by the Joint Powers Board to pay principal and interest on the Series 2013 Bonds; and

WHEREAS, for unrelated business purposes, Castle Rock has determined that it is necessary to defease the outstanding \$1,200,000 Series 2013 Bonds that were issued to finance the Castle Rock Improvements (the "Castle Rock Bonds"); and

WHEREAS, on October 25, 2016, the Castle Rock Board of Trustees adopted a resolution (the "Castle Rock Defeasance Resolution," a copy of which is attached hereto as EXHIBIT A and by this

specific reference made a part hereof) wherein the need for and the procedures for the defeasance are set forth; and

WHEREAS, Castle Rock's sub-account of the Escrow Account currently does not contain sufficient 2013 Tax moneys to effect the defeasance, and Castle Rock has requested that the County, as the original sponsor for Castle Rock's participation in the proceeds of the 2013 Tax, provide the balance of the funds needed from its sub-account of the Escrow Account and be repaid from future 2013 Tax collections that would have been attributable to Castle Rock; and

WHEREAS, the County desires to approve Castle Rock's request and, to the extent necessary, assist in the defeasance of the Castle Rock Bonds;

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

Section 1. Acknowledgment of Castle Rock Resolution. The Board of County Commissioners (the "Commissioners") hereby acknowledges the Castle Rock Resolution and approves the County's participation in the defeasance process, as specifically provided for therein.

Section 2. Authorization to Execute Defeasance Agreement and Amendment to Escrow Agreement. The Chairman of the Commissioners and the County Clerk shall, and they are hereby authorized and directed to, along with the Sweetwater County Treasurer, take all necessary or appropriate action toward the preparation and execution of (i) a Defeasance Agreement with Castle Rock, the Joint Powers Board and the Trustee concerning the deposits in and disbursements from the Defeasance Account, the details of which are set forth in the Castle Rock Resolution, (ii) an amendment to the Escrow Agreement, and (iii) such other agreements or documents as may be necessary or desirable to effectuate the provisions of this resolution and the Castle Rock Resolution and comply with the requirements of law.

Section 3. Repealer Clause. All orders, bylaws and resolutions of the Commissioners, or parts thereof, inconsistent with this resolution are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any order, bylaw, resolution, or part thereof, heretofore repealed.

Section 4. Severability. If any section, paragraph, clause or provision of this resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this resolution, the intent being that the same are severable.

Section 5. Recording and Authentication. This resolution, after its passage and approval, shall be recorded by the County Clerk in a book kept for that purpose.

THIS RESOLUTION is made and duly executed this 15th day of November, 2016, in accordance with the authorization by a majority vote of the duly elected members of the governing body of Sweetwater County.

SWEETWATER COUNTY, WYOMING

By: _____

ATTESTED:

Title: Chairman, Board of County Commissioners

By: _____

Title: County Clerk

EXHIBIT A

RESOLUTION

A RESOLUTION RELATING TO THE (I) DONATION OF CERTAIN DISTRICT PROPERTY, AND (II) DEFEASANCE OF A PORTION OF THE LEASE REVENUE BONDS, SERIES 2013, DATED JULY 30, 2013, THAT WERE ISSUED BY THE SWEETWATER COUNTY 2013 SPECIFIC PURPOSE TAX JOINT POWERS BOARD TO PROVIDE FINANCING FOR DISTRICT IMPROVEMENTS.

WHEREAS, Castle Rock Special Hospital District (the "District"), the administrative offices of which are located at 1400 Uinta Drive, Green River, Wyoming 82935, is a body corporate duly organized and existing under the laws of the State of Wyoming (the "State"), authorized to acquire vehicles, own property and provide improvements thereto; and

WHEREAS, the District owns, and until May 1, 2014, operated the following facilities, all of which are located in Green River, Wyoming: Castle Rock Medical Center, Castle Rock Convalescent Center, The Villa and the Ambulance Garage; and

WHEREAS, the Board of Trustees of the District (the "Board of Trustees"), in order to protect the District, its patients and its residents, determined that it would be a benefit to all if the District entered into a long term operating lease with an outside party for the Castle Rock Convalescent Center and The Villa (collectively, the "Premises"); and

WHEREAS, the District, acting as landlord (the "Landlord"), pursuant to an Operating Lease dated January 30, 2014 (the "Operating Lease"), leased the Premises to Mission Health Services, a Utah nonprofit corporation, 2825 Virginia Way, Ogden, Utah 84403 (the "Tenant"), for an initial term of six (6) years, commencing May 1, 2014, with automatic one (1) year renewals thereafter; and

WHEREAS, Section 24 of the Operating Lease provides:

Transfer of Premises - After any outstanding bonds or other debts have been paid in full, and Landlord obtains the legal authority to donate the Premises, Landlord shall donate the Premises to Tenant, together with all fixtures, furnishings, equipment and inventory to Tenant, subject to the condition that the Premises be operated as a licensed skilled nursing facility and licensed board and care facility or assisted living facility, and should the Premises cease to be operated as a licensed skilled nursing facility and licensed board and care facility or assisted living facility, the Premises will revert back to Landlord; and

WHEREAS, the District currently has the following bond issue outstanding: Refunding and Improvement Revenue Bond, Series 2003, dated May 22, 2003 (the "Series 2003 Bond"), owned by the Bank of the West in Green River, Wyoming, which principal amount is prepayable at any time without penalty; and

WHEREAS, after a successful election on November 6, 2012, Sweetwater County, Wyoming ("Sweetwater County"), imposed a 1% specific purpose sales and use tax to collect a total of \$60,506,091 (the "2013 Tax"), for various projects for the District, Sweetwater County, Granger, Wyoming, Green River, Wyoming, Rock Springs, Wyoming, Superior, Wyoming and Wamsutter, Wyoming (collectively, the "Participating Agencies"); and

WHEREAS, \$2,458,883 (3.0054%) of the 2013 Tax was allocated to fund renovations and equipment for the District (collectively, the "Castle Rock Improvements"); and

WHEREAS, the Participating Agencies entered into that certain Sweetwater County Roadway/Castle Rock/Municipalities' Improvements Specific Purpose Tax Escrow Agreement, dated as of July 30, 2013 (the

“Escrow Agreement”), with the Sweetwater County Treasurer, as escrow agent (the “Sweetwater County Treasurer” or “Treasurer”), which established an escrow account (the “Escrow Account”) into which are deposited the collections of the 2013 Tax; and

WHEREAS, the District was given a front-end distribution of 2013 Tax receipts from the Escrow Account in the amount of \$150,000, for reimbursement of funds spent for the purchase and installation of a Nurse Call and Fire Alarm System, leaving the District with \$2,308,883 in 2013 Tax to further collect; and

WHEREAS, the Participating Agencies also formed the *Sweetwater County 2013 Specific Purpose Tax Joint Powers Board*, a body corporate and politic (the “Joint Powers Board”) pursuant to a Joint Powers Agreement entered into among the Participating Agencies as of March 1, 2013, pursuant to the provisions of the Wyoming Joint Powers Act, Wyo. Stat. §§ 16-1-102 through 16-1-109; and

WHEREAS, the Joint Powers Board issued \$51,080,000 Lease Revenue Bonds, Series 2013 (the “Series 2013 Bonds”) pursuant to the provisions of that certain Indenture of Trust, dated as of July 30, 2013 (the “Indenture”), between the Joint Powers Board and Wells Fargo Bank, National Association, as trustee (the “Trustee”), to finance the Participating Agencies’ projects prior to the collection of the 2013 Tax; and

WHEREAS, the Participating Agencies specifically budget and appropriate 2013 Tax Revenues for the payment of Rental Payments (as defined in the Indenture) under a Lease and Option to Purchase Agreement dated July 30, 2013 (the “Lease”), between the Participating Agencies and the Joint Powers Board, which Rental Payments are used by the Joint Powers Board to pay principal and interest on the Series 2013 Bonds, which currently remain outstanding as follows:

<u>PERIOD ENDING</u>	<u>PRINCIPAL</u>	<u>INTEREST RATE</u>	<u>INTEREST</u>	<u>FISCAL TOTAL</u>
12/15/2016	\$ 4,535,000	5.000%	\$ 708,662.50	\$
06/15/2017	2,500,000	3.000	37,500.00	
06/15/2017	2,120,000	4.000	557,787.50	10,458,950.00
12/15/2017	5,370,000	5.000	515,387.50	
06/15/2018	5,760,000	4.000	381,137.50	12,026,525.00
12/15/2018	10,000,000	5.000	250,000.00	
12/15/2018	<u>1,500,000</u>	2.125	<u>15,937.50</u>	<u>11,765,937.50</u>
TOTALS	\$31,785,000		\$2,466,412.50	\$34,251,412.50

WHEREAS, Series 2013 Bonds maturing on and after June 15, 2018, are subject to redemption prior to their respective stated maturities, at the option of the Joint Powers Board, in whole or in part on any date, on or after December 15, 2017 (the “Prior Redemption Date”); and

WHEREAS, George K. Baum & Company, the original underwriter of the Series 2013 Bonds (the “Underwriter”) has advised the District that \$1,260,000 of the foregoing Series 2013 Bonds allocated to the financing of the Castle Rock Improvements remain outstanding (hereinafter, the “Series 2013 Castle Rock Bonds”):

<u>PERIOD ENDING</u>	<u>PRINCIPAL</u>	<u>INTEREST RATE</u>	<u>INTEREST</u>	<u>PRINCIPAL AND INTEREST</u>	<u>FISCAL TOTAL</u>
12/15/2016	\$ 180,000	5.000%	\$ 28,062.50	\$208,062.50	\$
06/15/2017	100,000	3.000			
06/15/2017	85,000	4.000	23,562.50	208,562.50	416,625.00
12/15/2017	210,000	5.000	20,362.50	230,382.50	
06/15/2018	230,000	4.000	15,112.50	245,112.50	475,475.00
12/15/2018	395,000	5.000			
12/15/2018	<u>60,000</u>	2.125	10,512.50		<u>465,512.50</u>
TOTALS	\$1,260,000		\$ 97,612.50		\$1,357,612.50

WHEREAS, the District desires to move forward with the donation of the Premises (the "Donation") to the Tenant pursuant to the provisions of Section 24 of the Operating Lease, effective _____, 2016 (the "Donation Effective Date"), and recognizes that provision must be made for the payment of the Series 2003 Bond and defeasance of the Series 2013 Castle Rock Bonds prior thereto; and

WHEREAS, the Tenant has notified the District of its willingness to provide funds to pay the Series 2003 Bond, plus accrued interest thereon, and the District desires to provide funds to defease the Series 2013 Castle Rock Bonds, so that the District shall have no outstanding obligations; and

WHEREAS, ARTICLE VI of the Indenture provides that the Joint Powers Board may defease the Series 2013 Castle Rock Bonds by placing in trust with the Trustee cash in an amount which shall be sufficient to pay when due the principal of and interest due on each maturity date, or to become due on the Prior Redemption Date, for the Series 2013 Castle Rock Bonds; and

WHEREAS, the Underwriter has advised the District that it would take \$1,331,987.50 (the "Defeasance Deposit") to defease the Series 2013 Castle Rock Bonds, which amount would provide the payment of principal of and interest on the Bonds maturing on December 15, 2016, June 15, 2017 and December 15, 2017, and would, on December 15, 2017, redeem and pay prior to maturity Bonds maturing on June 15, 2018 and December 15, 2018; and

WHEREAS, currently the 2013 Tax funds held by the Sweetwater County Treasurer in the District's subaccount in the Escrow Account are not sufficient to pay the Defeasance Deposit; and

WHEREAS, the District and Sweetwater County have agreed as follows: (i) 2013 Tax funds being held by the County Treasurer in Sweetwater County's subaccount in the Escrow Account shall be applied by the Treasurer to make up the amount necessary to provide the Defeasance Deposit to the Trustee (the Defeasance Deposit Differential), (ii) 2013 Tax collections received by the Treasurer that would have been deposited to the District's subaccount within the Escrow Account shall be deposited to Sweetwater County's subaccount until such time that the Defeasance Deposit Differential shall be repaid to Sweetwater County's subaccount; and (iii) the District and Sweetwater County shall provide an authorizing amendment to the Escrow Agreement to memorialize this transaction and to assure the Participating Agencies and the owners

of the Series 2013 Bonds that at no time shall any of these actions affect the payment of principal or interest on the Series 2013 Bonds; and

WHEREAS, the Board of Trustees needs to approve and provide direction for the Donation and the defeasance of the Series 2013 Castle Rock Bonds;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF CASTLE ROCK SPECIAL HOSPITAL DISTRICT:

Section 1. Approval of Donation of Premises. The Board hereby approves the Donation of the Premises and directs that counsel for the District work with counsel for the Tenant to (i) assure the full payment of the Series 2003 Bond to Bank of the West in Green River, Wyoming, prior to the Donation Effective Date, and (ii) draft any documents and take any other action that may be necessary to effect the Donation free and clear of any tax-related liens.

Section 2. Defeasance Account; Use of Defeasance Deposit. On _____, 2016, the District shall cause the Sweetwater County Treasurer to deposit the Defeasance Deposit with the Trustee for deposit into the Extraordinary Revenue Fund held by the Trustee pursuant to Section 3.02 of the Indenture (the "Castle Rock Defeasance Account"). The Castle Rock Defeasance Account shall hold no other moneys and shall not be invested. Moneys shall be held in the Castle Rock Defeasance Account exclusively for the purpose of paying the principal of and interest on the Series 2013 Castle Rock Bonds in accordance with the following schedule:

(A) Series 2013 Castle Rock Bonds maturing as follows shall be paid and retired at their respective maturity dates according to their original terms:

<u>Bonds Maturing</u>	<u>Principal Amount</u>	<u>CUSIP Number</u>	<u>Interest Rate</u>
12/15/2016	\$180,000	870480 AG5	5.000%
06/15/2017	\$100,000	870480 AM2	3.000%
06/15/2017	\$ 85,000	870480 AH3	4.000%
12/15/2017	\$210,000	870480 AJ9	5.000%

(B) Series 2013 Castle Rock Bonds maturing as follows shall be called for redemption in advance of their respective maturity date, on the date set forth below and at the following price:

<u>Maturity</u>	<u>Principal Amount</u>	<u>CUSIP Number</u>	<u>Interest Rate</u>	<u>Prior Redemption Date and Price</u>
06/15/2018	\$230,000	870480 AK6	4.000%	12/15/2017, at par
12/15/2018	\$395,000	870480 AL4	5.000%	plus accrued
12/15/2018	\$ 60,000	870480 AN0	2.125	

(C) Interest becoming due on the Series 2013 Castle Rock Bonds in the years 2016 and thereafter shall be paid semiannually each year on June 15 and December 15 according to their original terms, until the Series 2013 Castle Rock Bonds are called for prior redemption and paid in full.

The Trustee is hereby authorized and directed to use the Defeasance Deposit to cash fund the Defeasance Account.

Section 3. Authorization to Execute Defeasance Agreement and Amendment to Escrow Agreement. The Chairman and Clerk of the Board shall, and they are hereby authorized and directed to, take all necessary or appropriate action toward the execution of (i) a Defeasance Agreement with Sweetwater County, the Joint Powers Board and the Trustee concerning the deposits in and disbursements from said Defeasance Account, (ii) an amendment to the Escrow Agreement, and (iii) such other agreements as may

be necessary or desirable to effectuate the provisions of this Resolution and comply with the requirements of law.

Section 4. Notice of Defeasance, Call and Prior Redemption. The Trustee is hereby authorized and directed to either give or cause to be given notice of defeasance, call and prior redemption at the time of the defeasance of the Series 2013 Castle Rock Bonds and again not less than thirty (30) days nor more than sixty (60) days prior to the December 15, 2017 (the Prior Redemption Date).

Notice of Defeasance, Call and Prior Redemption shall be sent by e-mail to the following at the last known address thereof:

Wells Fargo Bank
Attn: _____ - Corporate Trust Operations

as Paying Agent for the Outstanding Bonds

The Depository Trust Company
redemptionnotification@dtcc.com.

Section 5. Authorization to District Administration and Counsel to the District. District Administration and Counsel to the District are hereby authorized and directed to take any and all other actions necessary or appropriate to effectuate the provisions of this Resolution, including, but not being limited to, the completion of all documents and the execution of any certificates and agreements as may reasonably be required to effect the Donation of the Premises free and clear of any bond-related liens and the defeasance of the Series 2013 Castle Rock Bonds.

Section 6. Ratification and Approval of Prior Action. All actions heretofore taken by the District and Counsel to the District, not inconsistent with the provisions of this Resolution, relating to the Donation of the Premises and defeasance of the Series 2013 Castle Rock Bonds, are hereby ratified, approved and confirmed.

Section 7. Resolution Irrepealable. This Resolution shall constitute an irrevocable contract between the Board and the holders of the Series 2013 Castle Rock Bonds and this Resolution shall be and remain irrepealable until both the principal of and interest on said Series 2013 Castle Rock Bonds shall have been fully paid, satisfied, and discharged.

Section 8. Repealer Clause. All orders, bylaws and resolutions of the Board, or parts thereof, inconsistent with this Resolution are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any order, bylaw, resolution, or part thereof, heretofore repealed.

Section 10. Severability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution, the intent being that the same are severable.

Section 11. Recording and Authentication. This Resolution, after its passage and approval, shall be recorded by the Board Clerk in a book kept for that purpose.

THIS RESOLUTION is made and duly executed this ____ day of _____, 2016, in accordance with the authorization by a majority vote of the duly elected members of the governing body of Castle Rock Special Hospital District.

CASTLE ROCK SPECIAL HOSPITAL DISTRICT

By: *Jardee Jenter*
Title: Chairman, Board of Trustees

ATTESTED:

By: *Lisa Robison*
Title: Secretary, Board of Trustees

BOARD OF COUNTY COMMISSIONERS

MEETING REQUEST FORM

Meeting Date Requested: November 15, 2016	Presenters Name & Title: Krisena Marchal, County Grants Manager
Department or Organization: Grants Administration	Contact Phone and E-mail: (307) 872-3888 marchalk@sweet.wy.us
Exact Wording for Agenda: Approval of the Revised Attachment A to the FY 2017 Services to Victims of Crime Grant Contract	Preference of Placement on Agenda & Amount of Time Requested for Presentation: 5 minutes
Will there be Handouts? (If yes, include with meeting request form) Yes - attached	Will handouts require SIGNATURES: Yes - by the Chairman (1 original)
Additional Information:	
<div style="text-align: center;">Requested Action:</div>	
<div style="text-align: center;">Motion to approve and authorize the Chairman to sign, the Revised Attachment A to the</div>	
<div style="text-align: center;">Fiscal Year 2017 Services to Victims of Crime Grant Contract</div>	

To: Sweetwater County Commissioners
From: Krisena Marchal
Subject: BOCC Meeting 11/15/16
 Approval of the Revised Attachment A to the
 FY 2017 Services to Victims of Crime Grant Contract

Executive Summary:

On August 8, 2016 the Sweetwater County Board of County Commissioners approved the FY 2017 Services to Victims of Crime grant documents in the amount of \$122,070. Since then Attachment A of the contact has been revised with changes to the assurances and special conditions that need to get approved again. These changes pertain to the use of the funding and rules from the Office of Justice Program (OJP) under the U.S. Department of Justice.

As a reminder, this grant award is used specifically to assist victims of crime by acting as a liaison between attorneys and victims, assisting with dispositions, phone calls, etc. It is overseen by the County Attorney's Office.

FY 2017 SERVICES TO VICTIMS OF CRIME GRANT BUDGET (July 1, 2016 – June 30, 2017)			
Cost Descriptions	Grant Award	County Cash Match	Total Budget
• Payroll and Benefits For one Grade 16 and one Grade 15 employee (35 hrs/wk and 25 hrs/wk)	99,501.51	0	\$99,501.51
• Travel Includes registration, travel, hotel and meals	13,823.59	0	\$13,823.59
• Emergency Assistance To victims	3,444.90	0	\$3,444.90
• Other - Supplies/Supportive Services Includes publications, advertising, outreach, engagement and supplies	5,300.00	0	\$5,300.00
• Office Space, Phone, Computers, etc. Included the County Attorney's Office budget	0	In-kind	N/A
TOTAL	\$122,070 100%	\$0 0%	\$122,070 100%

Staff Comments:

Staff notes that among several items the Revised Assurances encourages the County to adopt policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant (Page 2).

Requested Action:

Motion to approve and authorize the Chairman to sign the Revised Attachment A to the Fiscal Year 2017 Services to Victims of Crime Grant Contract.

REVISED CERTIFIED ASSURANCES & SPECIAL CONDITIONS
FOR 2015 VOCA-ASSISTANCE RECIPIENTS

Attachment A of the Fiscal Year 2017 Contract for Services to Victims of Crime between the Office of the Attorney General, Division of Victim Services and Sweetwater County Attorney's Office Victim Witness Program dated August 22, 2016 is hereby replaced by this Revised Attachment A:

- The Contractor agrees to comply with the Department of Justice Grants Financial Guide as posted on the OJP website (currently, the "2015 DOJ Grants Financial Guide").
- The Contractor understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.
- The Contractor must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, subcontractor, or other person has-(1) submitted a claim for award funds that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving award funds. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by-mail: Office of the Inspector General U.S. Department of Justice Investigations Division 950 Pennsylvania Avenue, N.W. Room 4706 Washington, DC 20530 email: oig.hotline@usdoj.gov hotline: (contact information in English and Spanish): (800) 869-4499 or hotline fax: (202) 616-9881 Additional information is available from the DOJ OIG website at www.usdoj.gov/oig
- **Restrictions and certifications regarding non-disclosure agreements and related matters.** No Contractor or entity that receives a contract or subcontract with any funds under this award, may require an employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information. The foregoing is not intended, and shall not be understood by the agency making the award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any form issued by a federal department or agency governing the nondisclosure of classified information.
 1. In accepting this award, the Contractor—
 - a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict)

REVISED
Attachment A

*To the Contract for Services with
The Office of the Attorney General, Division of Victim Services
Page 1 of 4*

employees or contractors from reporting waste, fraud, or abuse as described above; and

- b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
- Contractor understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express written approval of OJP.
 - The Contractor agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and OJP). The Contractor also agrees to comply with applicable restrictions on subawards to first-tier sub-Contractors that do not acquire and provide a Data Universal Numbering System (DUNS) number. The details of Contractor obligations are posted on the Office of Justice Programs website at <http://www.ojp.gov/funding/sam.htm>
 - Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Division encourages Contractors to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
 - The Contractor understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.
 - The Contractor understands and agrees that (a) No award funds any be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.
 - The Contractor must collect, maintain, and provide to OJP, data that measure the performance and effectiveness of activities under this award, in the manner, and within the timeframes specified in the program solicitation, or as otherwise specified by OJP.

REVISED

Attachment A

To the Contract for Services with

The Office of the Attorney General, Division of Victim Services

Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA modernization Act, and other applicable laws.

- The Grantee authorizes Office for Victims of Crime (OVC) and/or the Office of the Chief Financial Officer (OCFO), and its representatives, access to and the right to examine all records, books, paper or documents related to the VOCA grant. The State will further ensure that all VOCA subgrantees will authorize representatives of OVC and OCFO access to and the right to examine all records, books, paper or documents related to the VOCA grant.
- The Contractor will comply with the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 42 U.S.C. 10603(a)(2) and (b)(1) and (2) (and the applicable program guidelines and regulations), as required. Specifically, the State certifies that funds under this award will:
 - (a) Be awarded only to eligible victim assistance organizations, 42 U.S.C. 10603(a)(2);
 - (b) Not be used to supplant State and local public funds that would otherwise be available for crime victim assistance, 42 U.S.C. 10603(a)(2); and
 - (c) Be allocated in accordance with program guidelines or regulations implementing 42 U.S.C. 10603(a)(2)(A) and 42 U.S.C. 10603(a)(2)(B) to, at a minimum, assist victims in the following categories: sexual assault, child abuse, domestic violence, and underserved victims of violent crimes as identified by the State.
- The Contractor will collect and maintain demographic data on race, sex, national origin, age, and disability of victims receiving assistance, where such information is voluntarily furnished by the victim.
- The Contractor agrees to submit performance reports on the performance metrics identified by OVC, and in the time and manner required by the Division. The information on the activities supported by the award funding will assist in assessing the effects that VOCA Victim Assistance funds have had on services to crime victims within the jurisdiction. Beginning October 1, 2015, the Contractor agrees to submit such information quarterly.
- All Contractors who are a non-profit receiving VOCA Assistance funding under this award must make their financial statements available online (either on the Contractor's, the Division's or another publicly available website). OVC will consider organizations that have Federal 501(c)(3) tax status as in compliance with this requirement, with no further action needed, to the extent that such organization files IRS Form 990 or similar tax document (e.g., 990-EZ), as several sources already provide searchable online databases of such financial statements.

REVISED

Attachment A

To the Contract for Services with

The Office of the Attorney General, Division of Victim Services

- All Contractors who are a non-profit recipient of VOCA Assistance funding under this award to certify their non-profit status. Contractor may certify their non-profit status by submitting a statement to the Division (to be placed in grant file) affirmatively asserting that the Contractor is a non-profit organization, and indicating that it has on file, and available upon audit, either-(1) a copy of the Contractor's 501(c)(3) designation letter; (2) a letter from the Contractor's state/territory taxing body or state/territory attorney general stating that the Contractor is a non-profit organization operating within the state/territory; or (3) a copy of the state/territory certificate of incorporation that substantiates its non-profit status. Contractors that are local non-profit affiliates of state/territory or national non-profits should have available proof of (1), (2) or (3), and a statement by the state/territory or national parent organization that the Contractor is a local non-profit affiliate.

Certification:

The undersigned affirms that the information contained in this document is true and accurate to the best of their knowledge.

_____ Signature Chair/Board of Directors/ Agency Administrator/County Commissioner	_____ Date
--	---------------

Wally J. Johnson _____ Typed or Legibly Printed Name	Chairman _____ Title
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Sweetwater County Board of County Commissioners 80 West Flaming Gorge Way, Suite 109 Green River, WY 82935 _____ Address	(307) 872-3890 _____ Phone
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JPS
11/8/16

FISCAL YEAR 2017 CONTRACT

**For
Services to Victims of Crime Between
The Office of the Attorney General, Division of Victim Services
And
SWEETWATER COUNTY ATTORNEY'S OFFICE VICTIM WITNESS PROGRAM**

1. **Parties.** The parties to this Contract are Sweetwater County Attorney's Office Victim Witness Program (Contractor), whose address is 80 W. Flaming Gorge Way, Suite 21 Green River, WY 82935 and the Office of the Attorney General, Division of Victim Services (Division), whose address is 320 West 25th Street 2nd Floor, Cheyenne, WY 82002.
2. **Purpose of Contract.** The purpose of this Contract is to provide funds to Wyoming Victim Service Providers.

Provision of Services: The Contractor shall provide services to victims of all crime as defined by and in accordance with applicable federal law, state law, the applicable Rules and Regulations of the Division of Victim Services and the approved strategic plan, grant proposals, and budgets on file at the Division. The Contractor agrees to adhere to all federal grant requirements and the assurances, Attachment A, which is attached and made a part of this Contract and is being signed simultaneously with this Contract.

3. **Term of Contract.** This Contract is effective when all parties have executed it and all required approvals have been granted (Effective Date). The term of this Contract is from July 1, 2016 to June 30, 2017. All services shall be completed during this term.
4. **Reimbursement.**
 - A. **Reimbursement.** The Division agrees to reimburse Contractor for services described herein. The total reimbursement under this Contract shall not exceed \$122,070.00 (One hundred twenty-two thousand seventy dollars). No reimbursement shall be made prior to the Effective Date of this Contract. The **MAXIMUM** amount payable under this Contract is \$122,070.00 (One hundred twenty-two thousand seventy dollars) and is allocated as follows:

1. The following federal funds must support the project as outlined in the SFY2017/2018 approved grant proposal:
 - a. VAWA: \$0.00. Funds will be paid from the 2015-WF-AX-0035 VAWA-STOP grant, CFDA #16.588 for a VAWA project.
 - b. VAWA SASP: \$0.00. Funds will be paid from the 2015-KF-AX-

0012 VAWA-SASP grant, CFDA #16.017.

- c. VOCA: \$33,063.00. Funds will be paid from the 2015-VA-GX-0067 VOCA-Assistance grant, CFDA # 16.575.
2. The following FY2017 state funds must support the project as outlined in the SFY2017/2018 approved grant proposal:
 - a. State Family Violence funds: \$0.00.
 - b. State Victim Witness funds: \$57,657.00.
 - c. State funds for salaries: \$8,384.00.
 - d. State Surcharge funds: \$22,966.00.

B. Suspension of Reimbursement

1. If the Contractor is not in compliance with the Division's Rules and Regulations (see section 5 (B) and 6 (B) below) the Division may withhold reimbursement for the month following the noncompliance and suspend future reimbursements until the Contractor is in compliance.

5. Responsibilities of Contractor.

- A. Performance Accountability. The Contractor's governing body shall be accountable for the performance of this Contract.
- B. Compliance With Rules. The Contractor shall comply with all applicable Rules and Regulations of the Division of Victim Services. In the event the Contractor's monthly statistics, fiscal, progress, or project summary reports are thirty (30) days late, the Division may withhold further reimbursements until all reports are made current.
- C. Management Information System. The Contractor shall submit to the Division by electronic submission, accurate information on each client in the manner required by Division.
- D. Financial Records and Reports. The Contractor shall maintain accounting records and documents in accordance with generally accepted accounting procedures and provide financial reports as may be requested by the Division.
- E. Monitoring and Evaluation. The Contractor agrees to monitoring and evaluation of programs, services, and Contract compliance, to be conducted by staff of the

Division in accordance with the applicable Rules and Regulations of the Division of Victim Services.

- F. Corrective Action. The Contractor shall take corrective action in a timely manner to remedy any deficiencies affecting compliance with this Contract and/or to remedy any deficiencies affecting substantial compliance with the applicable Rules and Regulations of the Division of Victim Services.
- G. Minutes. Copies of minutes of board of directors' meetings will be on file at the Contractor's office and made available for review upon request of the Division.
- H. Required Meetings. The Contractor will ensure representation at grantee meetings, and management and program trainings convened by or on behalf of the Division.

6. **Responsibilities of the Division**

- A. Consultation. The Division shall consult with and advise the Contractor, as necessary, to enable the Contractor to complete its duties under this Contract.
- B. Withholding Payments. The Division shall reimburse the Contractor, upon receipt of monthly invoices, unless the Contractor has failed to meet the requirements of this Contract, at which time the Division shall notify the applicable president or chairman of the board or administering agency designee of such noncompliance. Failure to take prompt corrective action may result in the Division withholding reimbursements until appropriate corrective action has been taken. If such action is not taken, the Contract may be terminated in accordance with the applicable Rules and Regulations of the Division of Victim Services or Section 8, paragraph U of this Contract.
- C. Monitoring and Evaluation. The Division shall monitor and evaluate the Contractor's compliance with the conditions and provisions set forth in this Contract.

7. **Special Provisions**

- A. Source of Funds. Funds for this Contract are a combination of federal funds made available by the U.S. Congress and state general funds made available by the Wyoming Legislature. There is no obligation on the part of the State of Wyoming to continue these services with state general funds or with federal funds.
- B. Interest on Funds. The Contractor may not draw interest payments on funds made available through this Contract.
- C. Prohibited Uses of Funds. Funds made available to the Contractor through this

Contract shall be used for purposes specified in the Contract and not for any other purpose. Prohibited uses of funds include, but are not limited to:

1. Capital construction projects or the purchase of buildings or other long-term capital investments unless otherwise specifically provided herein;
 2. Payment of expenses for lobbying for state and federal funds, including travel, per diem, telephone, printing, or services of a lobbyist.
- D. Services for Full Term of Contract. The Contractor shall comply with all requirements of this Contract and shall provide all contracted services.
- E. Full-time County Offices. The Contractor agrees to maintain a full-time office in Sweetwater County in accordance with the Contractor's application for funding.
- F. Prohibition of Subcontracting. The Contractor shall not subcontract any services purchased under this Contract without prior written approval of the Division. If the Division approves a subcontract arrangement by the Contractor, the Contractor shall retain full program and fiscal responsibility for subcontracted services.
- G. No Finder's Fees. No finder's fee, employment agency fee, or other such fee related to the procurement of this Contract shall be paid by either party.
- H. Nondiscrimination. The Contractor shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105 et seq.), the Americans With Disabilities Act (ADA), 42 U.S.C. § 12101, et seq., and the Age Discrimination Act of 1975 and/or any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this agreement.
- I. Limitations on Lobbying Activities. By signing this agreement, Contractor certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by Contractor or its subcontractors in connection with lobbying Congressmen, or any other federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.
- J. Publicity. Any publicity given to the program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for Contractor and related to the services and work to be performed under this agreement, shall identify the Office of the Attorney General, Division of Victim Services as the sponsoring agency and shall not be released without prior written approval of Division.

- K. Human Trafficking. As required by 22 U.S.C. 7104(g) and 2 C.F.R. Part 175, this agreement may be terminated without penalty if a private entity that receives funds under this agreement:
1. Engages in severe forms of trafficking in persons during the period of time the award is in effect;
 2. Procures a commercial sex act during the period of time the award is in effect; or
 3. Uses forced labor in the performance of the award or subawards under the award.
- L. Federal Audit Requirements. Contractor agrees that if it expends an aggregate amount of seven hundred fifty thousand dollars (\$750,000) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. Contractor agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 C.F.R Part 200, Subpart F, (Attachment B). If findings are made which cover any part of this Grant, Contractor shall provide one (1) copy of the audit report to Division and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to Division's records.

8. General Provisions

- A. Amendments. Any changes, modifications, revisions or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed and signed by all parties to this Contract.
- B. Applicable Law/Venue. The construction, interpretation and enforcement of this Contract shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.
- C. Assignment/Contract Not Used as Collateral. Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Contract without the prior written consent of the other party. The Contractor shall not use this Contract, or any portion hereof, for collateral for any financial obligation without the prior written permission of the Division.
- D. Assumption of Risk. The Contractor shall be responsible for any loss of state or federal funding either administrative or program dollars, due to the Contractor's failure to comply with state or federal requirements. The Division shall notify the Contractor of any state or federal determination of noncompliance.

- E. Audit/Access to Records. The Division and any of its representatives shall have access to any books, documents, papers, electronic data, and records of the Contractor, which are pertinent to this Contract. The Division may request a standard audit of a Contractor's financial records to be completed at the Contractor's expense. The Contractor shall maintain such records for seven (7) years after termination of the Contract, or for one (1) year after the final resolution of any dispute arising from the Contract, whichever is later.
- F. Availability of Funds. Each payment obligation of the Division is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated or available for the continuance of the services performed by the Contractor, the Contract may be terminated by the Division at the end of the period for which the funds are available. The Division shall notify the Contractor at the earliest possible time of the services which will or may be affected by a shortage of funds. The parties agree that no penalty shall accrue to the Division in the event this provision is exercised, and the Division shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
- G. Award of Related Contracts. The Division, under the applicable Rules and Regulations of the Division of Victim Services, may undertake or award to another contractor successor contracts for work related to this Contract. The Contractor shall cooperate fully with other contractors and the Division in all such cases.
- H. Certificate of Good Standing. Contractor shall provide a Certificate of Good Standing verifying compliance with the unemployment insurance and workers' compensation programs prior to performing work under this Contract.
- I. Compliance with Law. The Contractor shall keep informed of and comply with all applicable federal and state laws and federal and state rules and regulations in the performance of this Contract, specifically including: Wyo. Stat. §§ 17-19-101 through 17-19-1807, the applicable Rules and Regulations of the Division of Victim Services, and all subsequent amendments which relate to this Contract and the services to be provided.
- J. Entirety of Contract. This Contract, consisting of ten (10) pages, Attachment A, consisting of four (4) pages, Attachment B, OMB A-133, consisting of one (1) page, and the Contractor's approved strategic plan and the grant proposals, which are on file with the Division, represent the entire and integrated Contract between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral. In the event of conflict between the language of this contract and any Attachments, this Contract shall control.

- K. Ethics. Contractor shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Contract, including Executive Branch Code of Ethics (Executive Order 1997-4), the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*), and any and all ethical standards governing Contractor's profession.
- L. Force Majeure. Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.
- M. Indemnification. Each party to this Contract shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other.
- N. Kickbacks. The Contractor certifies and warrants that no gratuities, kickbacks or contingency fees were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If the Contractor breaches or violated this warranty, the Division may, at its discretion, terminate this Contract without liability to the Division, or deduct from the Contract price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- O. Notices. All notices arising out of, or from, the provisions of this Contract shall be in writing and given to the parties at the address provided under this Contract, either by regular mail or delivery in person.
- P. Prior Approval. This Contract shall not be binding upon either party, no services shall be performed under the terms of this Contract, and the Wyoming State Auditor shall not draw warrants for payment on this Contract, until this Contract has been reduced to writing, approved by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming or his designee if required by Wyo. Stat. § 9-2-1016(b)(iv)(D).
- Q. Severability. Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of the Contract shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

- R. Sovereign/Governmental Immunity. The State of Wyoming and the Division do not waive their sovereign immunity nor does the Contractor waive its governmental immunity by entering into the Contract, and each specifically retain immunity and all defenses available to them as sovereigns or as a governmental entity pursuant to Wyo. Stat. § 1-39-104(a) and all other state or federal law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of sovereign immunity.
- S. Suspension and Debarment. By signing this agreement Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction nor from federal financial or non-financial assistance, nor are any of the participants involved in the execution of this agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension) and 44 CFR Part 17 or 2 C.F.R. Part 180, or are on the debarred or otherwise ineligible vendors list maintained by the federal government. Further, Contractor agrees to notify the Division by certified mail should it or of any of its agents become debarred, suspended, or voluntarily excluded during the term of this agreement.
- T. Termination of Contract. This Contract may be terminated, without cause, by either party upon thirty (30) days written notice of termination to the other party or parties to this Contract. This Contract may be terminated by the Division immediately for cause if the Contractor fails to perform in accordance with the terms and conditions set forth in this Contract.

The Contractor agrees to termination of the Contract in accordance with the applicable Rules and Regulations of the Division of Victim Services after the occurrence of any of the following events unless the deficiency is corrected to the satisfaction of the Division:

1. The Contractor is not using contract funds for contract purposes;
2. The contract program is not providing services to victims of crime consistent with § 1-40-118(b);
3. The program is not of an acceptable standard or quality under the applicable Rules and Regulations of the Division of Victim Services;
4. The Contractor is not complying with the terms of the Contract; or,
5. The Contractor commits an act or omission in violation of federal, state, or local laws or rules of the Division which would affect services to clients served under this Contract.

- U. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties, and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract.
- V. Waiver. No term or condition of this Contract shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the parties. The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

INTENTIONALLY LEFT BLANK

9. **Signatures.** In witness thereof, the parties to this Contract through their duly authorized representatives have executed this Contract on the day and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of the Contract as set forth herein.

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

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

CONTRACTOR:

Sweetwater County Attorney's Office Victim Witness Program

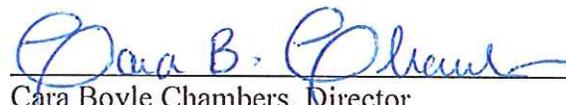


Daniel Erramouspe, County Attorney
Sweetwater County Attorney's Office Victim Witness Program

8/8/16
Date

DIVISION:

Office of the Attorney General, Division of Victim Services



Cara Boyle Chambers, Director

8/22/16
Date

ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM



Kristin M. Nuss
Senior Assistant Attorney General

07-15-16
Date


8/4/16

CERTIFIED ASSURANCES AND SPECIAL PROVISIONS:

The applicant hereby certifies the project described in this application meets all the requirements of the Victims of Crime Act, 1984, as amended and/or the Violence Against Women Act of 2005, all information contained in the application is correct, there has been appropriate coordination with affected agencies and the applicant will comply with all provisions of the Act and all other applicable Federal and state laws, rules and regulations that have been or may hereafter be established.

Eligible victims' assistance programs, which receive funding from VOCA and/or VAWA funding, are required to sign a contract assuring they will:

- A. Adhere to any and all federal and state laws, federal and state rules and regulations.
- B. Submit statistical reports as required by the Division of Victim Services (Division).
- C. Submit to an on-site evaluation conducted by the staff of the Grantee, or designee.
- D. Agree to cooperate and coordinate with all relevant state, local, or federal law enforcement and prosecution agencies, including the Law Enforcement Victim-Witness Coordinator in the United States Attorney's Office for the District of Wyoming.
- E. Victim safety: The Subgrantee understands that victim safety is a guiding principle that underlies the grant programs. The goals and services of the Subgrantee shall reflect this principle accordingly.
- F. Civil Rights Requirements.
 1. Subgrantee shall comply with any applicable statutorily-imposed nondiscrimination requirements which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); Ex. Order 13279 (equal protection of the laws for faith-based and community organizations); and 28 C.F.R. pt. 38 (U.S.

Attachment A

*To the Contract for Services between
The Office of the Attorney General, Division of Victim Services
and
Sweetwater County Attorney's Office Victim Witness Program.*

Department of Justice Equal Treatment for Faith-Based Organizations).

2. Subgrantee shall supply, in the event a federal or state court or federal or state administrative agency makes a finding of discrimination, after a due process hearing on the grounds of race, color, religion, national origin, sex, age, or handicap against Subgrantee, copies of the finding to the Office of Civil Rights Compliance, Office of Justice Programs and to the Division of Victim Services, 122 W. 25th, 1st Floor West, Cheyenne, Wyoming, 82002.
 3. Subgrantee will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs and the Division, if required to maintain one; otherwise, it will provide a certification to the Office for Civil Rights, Office of Justice Programs and the Division that it has a current EEO on file, if required to maintain one. For subgrantee agencies receiving less than \$25,000; or subgrantee agencies with less than 50 employees, regardless of the amount of the award, no EEO is required. Information about civil rights obligations of subgrantees can be found at <http://www.ojp.usdoj.gov/ocr/>.
 4. Subgrantees that receive more than a total of \$750,000.00 in federal funds are required to complete the federal Office of Management and Budget Circular A-133 Audits of States, Local Governments and Nonprofit Organizations every year.
- F. Drug-Free Workplace Certification.
1. Subgrantee shall certify, disclose, and maintain at all times during this contract a drug-free workplace in accordance with the Drug-Free Workplace Act of 1988 and its regulations contained in 28 C.F.R. Part 67.
 2. Subgrantee shall certify the program environment shall be free of tobacco smoke to comply with all the requirements of the Pro-Children Act of 1994.
- G. Certification Regarding Lobbying and Disclosure for Reporting Lobbying Activity.
1. Subgrantee assures no Federal Appropriated funds have been paid or will be paid to any person for influencing or

Attachment A

*To the Contract for Services between
The Office of the Attorney General, Division of Victim Services
and
Sweetwater County Attorney's Office Victim Witness Program.*

attempting to influence an officer or employee of a Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in conjunction with the awarding of any Federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

2. Subgrantee shall certify and disclose accordingly in compliance with Section 319 of the Department of Interior and Related Agencies Appropriations Act for Fiscal Year 1990:
 - a. Attachment H.U.S. Department of Justice, Certification Regarding Lobbying, is to be signed.

H. Debarment and Suspension Certification.

1. Subgrantee shall certify and disclose in accordance with the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. Part 67, Section 67.510. A U.S. Department of Justice Certification is to be signed (i.e., no person on the "debarment list" receives federal grant funds).
- I. The Subgrantee assures grant funds awarded will not supplant state or local funds but will be used to increase the amounts of such funds that would, in the absence of federal and state funds, be made available for victim assistance activities.
- J. The Subgrantee assures it will assist victims in seeking any available crime victim compensation benefits.
- K. The Subgrantee assures it will include as a principal mission or component of its program, services to the population included in their designation.
- L. The Subgrantee assures fund accounting, auditing, monitoring, and such evaluation procedures as may be necessary to keep such records, as the Division shall prescribe shall be provided to assure fiscal control, proper management, and efficient disbursement of funds.
- M. The Subgrantee assures its priority focus is to consider offering those services to meet emergency assistance and the urgent emotional or physical needs of victims.

Attachment A

*To the Contract for Services between
The Office of the Attorney General, Division of Victim Services
and
Sweetwater County Attorney's Office Victim Witness Program.*

- N. The Subgrantee certifies it will promote within the community coordinated public and private efforts to aid victims.
- O. The Subgrantee shall return to the Division any unobligated grant funds on hand within forty-five (45) days after the end of the granting period.
- P. The Subgrantee assures to demonstrate a record of providing effective services to victims including providing the appropriate percentage of match contribution when match is required.
- Q. The Subgrantee assures it is a public agency or non-profit organization, or a combination thereof, providing direct services to victims.
- R. The Subgrantee shall retain all financial and statistical records, supporting documents, and all other records pertinent to subgrants or contracts for at least three years after the completion of the grant period for purposes of state and federal examinations and audits.
- S. The Subgrantee shall request instructions and guidance from the Division prior to disposing any property or equipment purchased with federal or state funds.
- T. The Subgrantee will maintain information on victim services provided, by race, national origin, sex, age, and disability.

Certification:

The undersigned affirms that the information contained in this document is true and accurate to the best of their knowledge.



 Signature Chair/Board of Directors/ Date
 Agency Administrator/County Commissioner

Wally J. Johnson, Chairman

 Typed or Legibly Printed Name Title

80 West Flaming Gorge Way, Suite 109, Green River, WY 82935 (307) 872-3897

 Address Phone



Wyoming Office of the Attorney General
Division of Victim Services

Subgrantee Audit Requirements per 2 C.F.R. Part 22, Subpart F

Audit Requirements of 2 Code of Federal Regulation (C.F.R) Part 200, Subpart F requires the Wyoming Attorney General's Office Division of Victim Services to monitor our subgrantees of federal awards to determine whether they have met the audit requirements of the circular and whether they are in compliance with federal laws and regulations.

Accordingly, we request that you check one of the following and fill in required information.

1. ___ We have completed our C.F.R. audit for the fiscal year ended _____.
A copy of the audit report is enclosed.

(If audit findings were noted, enclose a copy of the responses, identify if the response was within 6 months of the findings, explain what management decisions were made to correct the findings.)

2. ^X We expect our C.F.R. audit for the fiscal year ended 6/30/16 to be completed
by 12/31/16. A copy of our audit report will be forwarded to the Wyoming Office of
the Attorney General Division of Victim Services within 30 days of receipt of the report.

3. ___ We are not subject to a C.F.R. audit because:

___ We received less than \$750,000 in federal awards annually.
Total federal awards received for the fiscal year ended _____ was in the amount of
\$ _____ (Include total of all federal grants)

___ Other (please explain) _____

Sweetwater County

Subgrantee Name

Wally J. Johnson

Print Name

Chairman

Title


Signature

8/16/16
Date

Please provide all appropriate documentation regarding your organization's compliance with audit requirements, sign and date this letter and return it to your Regional Program Manager at the Wyoming Office of the Attorney General Division of Victim Services, 320 W 25th Street 2nd Floor Cheyenne, WY 82002



BOARD OF COUNTY COMMISSIONERS

MEETING REQUEST FORM

Meeting Date Requested: 11/15/2016	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 872-3910
Exact Wording for Agenda: Request to replace vacant position in Detention Center	Preference of Placement on Agenda & Amount of Time Requested for Presentation: 5 Minutes
Will there be Handouts? (If yes, include with meeting request form) Yes	Will handouts require SIGNATURES: Yes
Additional Information: 	

• **INSTRUCTIONS**

- All requests to be added to the agenda will need to be submitted in writing on the "Meeting Request Form" by Wednesday at 12:00 p.m. prior to the scheduled meeting and returned in person or electronically to Clerk Sally Shoemaker at: shoemakers@sweet.wy.us
- 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: 6/21/2016

Department: Sheriff's Office - Detention Center

Position: Control Room Worker

Vacancy Date: 12/5/2016

Reason for vacancy: Employee Transfer

Department Request: To Restaff position immediately, in a full time capacity with full benefits

Anticipated Re-staff Date 12/10/2016

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

	Position	Hire Date	Monthly							Total cost of employment (salary + benefits)	Annual Cost of employment
			Salary	Retirement	Health Insurance	LTD	FICA	Workers Compensation	Total benefits		
Current costs for Detention Employee	Detention Control Worker (1 year; Grade 9, step 2 rate of pay)	11/2/2015	\$ 2,936.33	\$ 488.02	\$ 1,948.14	\$ 10.57	\$ 224.63	\$ 58.14	\$ 2,729.50	\$ 5,665.83	\$ 67,989.93
Anticipated Costs to restaff Position Vacancy	Detention Control Worker (grade 9, step 1, * see notes below)	12/1/2016	\$ 2,850.87	\$ 473.81	\$ 1,948.14	\$ 10.26	\$ 218.09	\$ 56.45	\$ 2,706.76	\$ 5,557.63	\$ 66,691.52
	Net Difference (savings)		\$ (85.46)	\$ (14.20)	\$ -	\$ (0.31)	\$ (6.54)	\$ (1.69)	\$ (22.74)	\$ (108.20)	\$ (1,298.41)

NOTES

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

Stefanie Bolwig
Reviewed by HR Representative (signature)

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

Commission Chair (signature)

11-9-2016
Date:

Date:

Date:

BOARD OF COUNTY COMMISSIONERS

MEETING REQUEST FORM

Meeting Date Requested: November 15, 2016	Presenters Name & Title: Joe Manatos, President Other Trustees that can attend George Lemich, Legal Counsel
Department or Organization: MHSC Board of Trustees	Contact Phone and E-mail: Cindy Nelson, 352.8412 cnelson@sweetwatermemorial.com
Exact Wording for Agenda: Title 25 Discussion	Preference of Placement on Agenda & Amount of Time Requested for Presentation: Anytime that works best for the Commissioners <i>30-min. - afternoon.</i>
Will there be Handouts? (If yes, include with meeting request form) N/A	Will handouts require SIGNATURES: N/A
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.

LEMICH LAW CENTER

GEORGE LEMICH, P.C.
ALSO ADMITTED IN COLORADO

JON AIMONE

KARI MONEYHUN
ALSO ADMITTED IN WASHINGTON

205 C Street
Rock Springs, WY 82901
Telephone (307) 382-6600
Toll Free (800) 551-6604
Facsimile (307) 382-4989

November 4, 2016

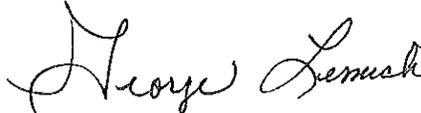
Dale Davis
County Clerk
80 West Flaming Gorge Way, Suite 150
Green River WY 82935

Dear Mr. Davis:

Enclosed for recording is a Deed from the Hospital to the County Commissioners. Our check in the amount of \$12.00 for the recording fees is also enclosed. Please have someone from the Commissioner's office sign the Statement of Consideration.

Return the recorded deed to this office.

Regards,



George Lemich



Enclosures
sp

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

November 15, 2016

**Land Use
Agenda and Staff Report**

Prepared by:

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

Board of County Commissioners

Public Hearing Agenda

November 15, 2016

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

Public Hearing

1. Ryan & Nicole Scott
Zoning Map Amendment
R-2/SF to RR
2. SWC Public Works
Zoning Map Amendment
A to MD-1

Public Hearing # 1

Board of County Commissioners

November 15, 2016

Property Owner

Ryan & Nicole Scott
7 Stassinis Ranch Rd.
Rock Springs, WY
82901

Other Parties

Legal Description

40 acre parcel in the
SW1/4, NW1/4 of
Sec 20 T20N R105W

Current Zoning

R-2/SF
(Single Family
Residential)

Legal Requirements

Adjacent Notices Sent:
October 7, 2016
Public Hearing Advertised:
October 8, 2016
Sign Posted:
October 11, 2016

Utilities & Districts

Water: Ten Mile
Sewer: Septic
Others: Fire Dist. 1

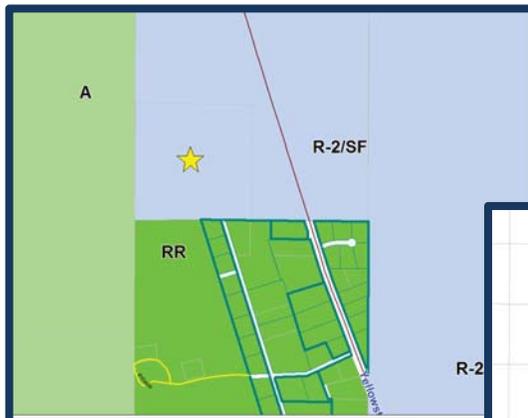
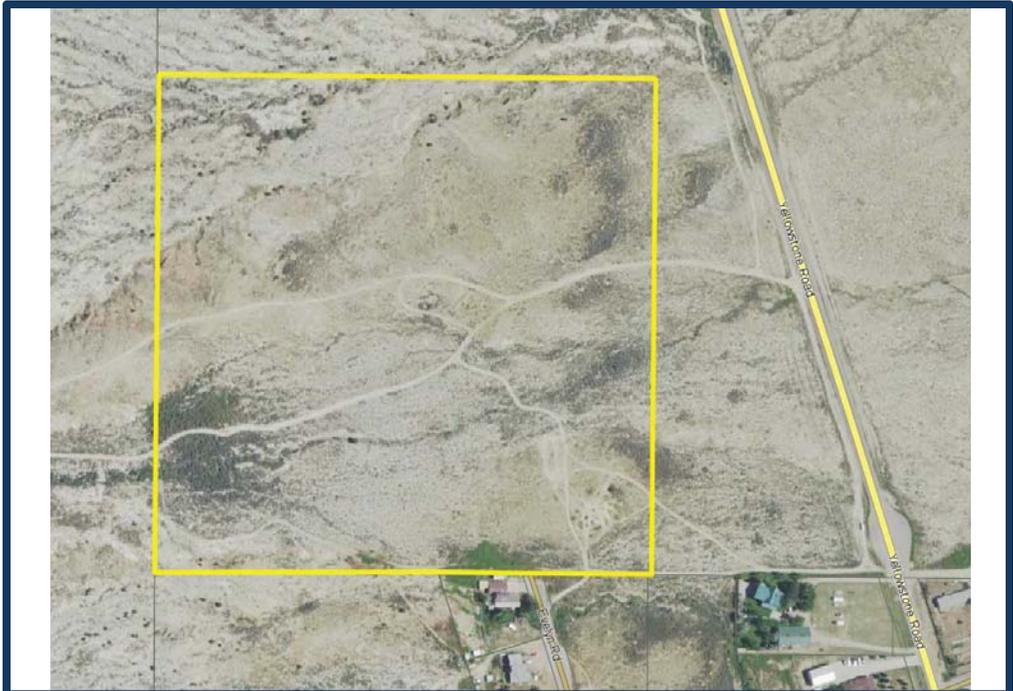
Land Use Presenter

Eric Bingham
Land Use Director

Ryan & Nicole Scott

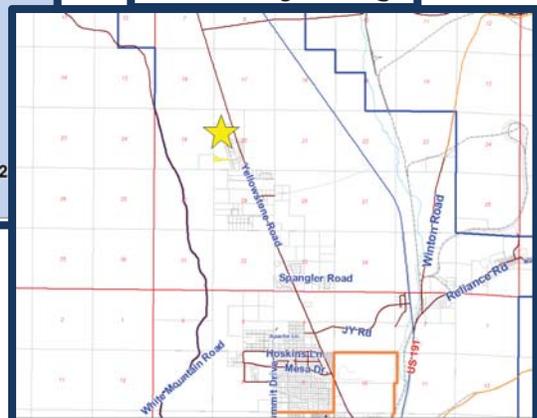
Zone Map Amendment

R-2/SF to RR



Zoning Map

Vicinity Map



Public Hearing # 1

Ryan & Nicole Scott Zone Map Amendment R-2/SF to RR

Summary of Application

Ryan and Nicole Scott are requesting a Zoning Map Amendment from R-2/SF (Single Family Residential) to RR (Rural Residential) in accordance with Section 20 of the 2015 Zoning Resolution. Rural Residential zoning will allow mobile and manufactured housing as well as larger accessory structures on the Scott's property located at the north end of Evelyn Road. This 40-acre parcel is owned by Ryan and Nicole Scott and is legally described as the SWNW of Section 20, T20N, R105W of the 6th Principal Meridian, Sweetwater County, Wyoming.

Review Criteria for Zoning Map Amendments:

1. The amendment is consistent and compatible with the current resolution and the Comprehensive Plan. The Comprehensive Plan encourages growth and development to continue in an orderly manner and in locations that contribute to the economic and social well-being of County residents. The zone map amendment will provide an orderly extension of large parcel rural residential growth and development north of the Stassinis Ranch subdivision, which is also adjacent to an existing 70 acre RR zoned property. The amendment will expand similar uses custom to the area which include the non-commercial use of agricultural animals and the construction of larger residential accessory structures.
2. The proposed zoning is suitable for the existing topography and creates buildable lots. The existing topography is suitable for residential development.
3. The proposed zoning is compatible with existing or allowable uses of adjacent properties, neighboring zone districts, and shall not adversely affect adjacent properties. The amendment will allow uses on the 40 acre parcel that are similar to the adjacent lots and parcels located to the south of the subject property, which include large residential accessory structures, non-commercial agricultural uses. The areas located to the north and south are zoned R2/SF and are currently undeveloped and would allow similar future residential development.
4. The proposed zoning can demonstrate adequate public facilities including roads, drainage, potable water, sanitary sewer. The subject parcel has demonstrated most of the required public infrastructure requirements, which include water, fire protection and access. Public water is available from the adjacent subdivision so that the applicant/owner can connect on to the system as required by the Sweetwater County Growth Management Plan. Also, a fire hydrant is readily accessible from Evelyn Road to provide fire suppression to the subject parcel. The parcel will access from Evelyn road and is suitable to handle additional traffic for the proposed amendment. The International Fire Code will require the applicant to install a Cul-de-Sac so that fire apparatus can turn around. The owner is currently working with the County Engineering Department to address this issue.

Public Hearing # 1

Ryan & Nicole Scott

Zone Map Amendment

R-2/SF to RR

Public Comments:

Stanley & Shirley Ackerman - We have no objections to this land being rezoned. This family has been an asset to our community. I am sure they will be good neighbors.

Agency Comments:

Questar - No comments. Questar Gas has nothing in the area. Thanks.

Sweetwater County Fire Warden - "I have no concerns with the proposal."

Sweetwater County Emergency Management - No issues with this amendment.

Sweetwater County Environmental Health - Contact County Health for septic permit.

Staff Comments, Recommendations and Conditions:

The property has been zoned Single Family Residential (R-2/SF) since 1996 when the Growth Management Plan was approved. The rezoning of the property, among other properties in the area, occurred because of the sale of multiple Union Pacific parcels North of Rock Springs. The purpose of these zone changes was to plan the area North of Rock Springs for future residential subdivisions to match the pattern of development occurring.

The zone change should not adversely impact adjacent properties that surround the subject parcel. The property is mostly surrounded by large parcels that are currently undeveloped and zoned R2-SF with an Overlay District of 35 acre minimum, which will allow the future development to be similar to the subject parcel. In addition, the subdivision to the south is zoned RR along with a 70 acre parcel with similar uses proposed by the applicant.

The existing zoning does not meet the future development needs of the applicant or Zoning Resolution purposes. The existing zoning of R2-SF is intended to accommodate single family subdivisions with lot sizes of one acre or greater. The applicant is not intending to subdivide the parcel in to 2 acre lots at this time and instead utilize the parcel as a 40 acre large lot for residential development that will be semi-rural in nature, which best fits the purpose of the RR (Rural Residential) Zone District.

Staff has not received any adverse comments regarding the amendment and does not see any adverse impacts at this time and recommends approval of the request.

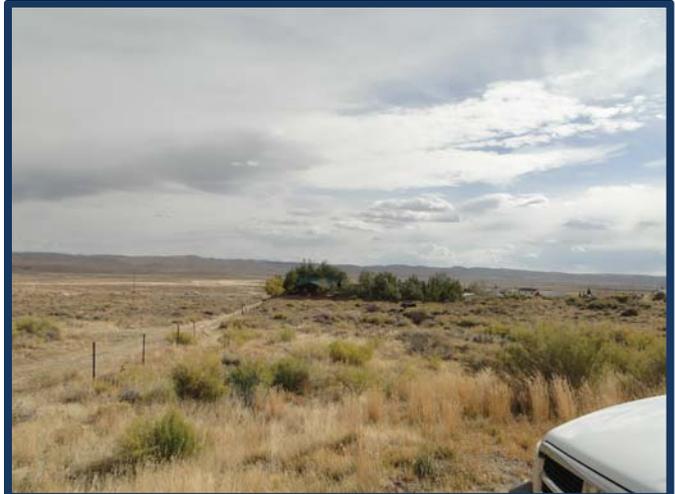
At the November 9, 2016 meeting of the Planning and Zoning Commission, the amendment to Rural Residential zoning was unanimously recommended for approval.

Public Hearing # 1

Ryan and Nicole Scott Zoning Map Amendment R-2/SF to RR



North



East



South

West



RECOMMENDATION 16-11-ZO-01

RYAN AND NICOLE SCOTT ZONING MAP AMENDMENT R-2/SF TO RR

WHEREAS, Ryan and Nicole Scott are requesting a **Zoning Map Amendment from R-2/SF (Single Family Residential) to RR (Rural Residential)** in accordance with Section 20 of the 2015 Zoning Resolution. This zoning map amendment is for a 40-acre parcel of undeveloped land owned by Ryan and Nicole Scott and legally described as:

The Southwest Quarter of the Northwest Quarter of Section 20, Township 20 North, Range 105 West of the 6th Principal Meridian, Sweetwater County, Wyoming.

WHEREAS, the Sweetwater County Planning and Zoning Commission held a public hearing in accordance with the procedural requirements of the 2015 Zoning Resolution on November 9, 2016 to consider the applicant's request; and,

WHEREAS, after due consideration and discussion, the Planning and Zoning Commission voted 4-0 to recommend approval of the zoning map amendment in accordance with the 2015 Zoning Resolution;

NOW THEREFORE, the Sweetwater County Planning and Zoning Commission recommends APPROVAL of the Zoning Map Amendment from R-2/SF (Single Family Residential) to RR (Rural Residential).

Dated this 9th day of November, 2016.

Attest:

Sweetwater County
Planning and Zoning Commission

Steven Dale Davis, County Clerk

Terry Leigh, Chairman

RESOLUTION 16-11-ZO-01 – APPROVED

**RYAN AND NICOLE SCOTT
ZONING MAP AMENDMENT
R-2/SF TO RR**

WHEREAS, Ryan and Nicole Scott are requesting a **Zoning Map Amendment from R-2/SF (Single Family Residential) to RR (Rural Residential)** in accordance with Section 20 of the 2015 Zoning Resolution. This zoning map amendment is for a 40-acre parcel of undeveloped land owned by Ryan and Nicole Scott and legally described as:

The Southwest Quarter of the Northwest Quarter of Section 20, Township 20 North, Range 105 West of the 6th Principal Meridian, Sweetwater County, Wyoming.

WHEREAS, the Sweetwater County Board of County Commissioners held a public hearing in regards to this matter on November 15, 2016 and has given due consideration to the recommendation of the Planning and Zoning Commission and to all the evidence and testimony presented at the hearing;

NOW THEREFORE BE IT RESOLVED that the Sweetwater County Board of County Commissioners APPROVES the Zoning Map Amendment from R-2/SF (Single Family Residential) to RR (Rural Residential).

Dated this 15th day of November, 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

RESOLUTION 16-11-ZO-01 – DENIED

**RYAN AND NICOLE SCOTT
ZONING MAP AMENDMENT
R-2/SF TO RR**

WHEREAS, Ryan and Nicole Scott are requesting a **Zoning Map Amendment from R-2/SF (Single Family Residential) to RR (Rural Residential)** in accordance with Section 20 of the 2015 Zoning Resolution. This zoning map amendment is for a 40-acre parcel of undeveloped land owned by Ryan and Nicole Scott and legally described as:

The Southwest Quarter of the Northwest Quarter of Section 20, Township 20 North, Range 105 West of the 6th Principal Meridian, Sweetwater County, Wyoming.

WHEREAS, the Sweetwater County Board of County Commissioners held a public hearing in regards to this matter on November 15, 2016 and has given due consideration to the recommendation of the Planning and Zoning Commission and to all the evidence and testimony presented at the hearing;

NOW THEREFORE BE IT RESOLVED that the Sweetwater County Board of County Commissioners DENIES the Zoning Map Amendment from R-2/SF (Single Family Residential) to RR (Rural Residential).

Dated this 15th day of November, 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



Amendment, Variance or Appeal

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

Date of Submittal: 09.27.16
Permit Number: EP1192
Present Zoning: R-21SF
PID: 04-2005 - 20 - 2 - 00 - 063 - 00

Date of Hearings: PZ 10:00am on Nov. 9, 2016 BCC 1:30pm on Nov. 15, 2016 Resolution: _____

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

Denied/Reason: _____

Date of Action: _____ Land Use Official Signature: _____

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

RECEIVED
SEP 27 2016
SWC LAND USE

GENERAL INFORMATION

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

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

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

CONTACT INFORMATION

Property Owner of Record Contact Information

Name: Ryan & Nicole Scott #16202
Company: _____
Address: 7 Stassinis Ranch Rd
Rock Springs, WY 82901
Phone: _____
Email: _____

Applicant/Business Owner Contact Information

Name: _____
Company: _____
Address: _____
Phone: _____
Email: _____

PROPERTY INFORMATION

County Assigned Address: Address Permit Application attached Lot Size: 40 (acres)
Project Location: Quarter(s): SW 1/4 NW 1/4 Section: 20 Township: 20N Range: 105W
Subdivision Name: _____ Lot: _____ Block: _____

Overlay District: Highway Scenic Slope

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

LANGUAGE

Section Proposed to be Amended: _____

Proposed Text:

Reason for Proposed Amendment:

ZONING

Existing Zoning: R-2/SF Proposed Zoning: RR

Reason for Proposed Amendment:

*The adjacent land in Stassinis Ranch Subdivision is zoned RR
The land is semi rural in nature and doesn't have a established
sewer system.*

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

Cite Regulation Subject to Proposed Variance: _____

Explain Need for Proposed Variance:

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

Cite Action Subject to Proposed Appeal: _____

Explain Need for Appeal:

RECEIVED
SEP 27 2016
SWC LAND USE

SIGNATURE REQUIRED

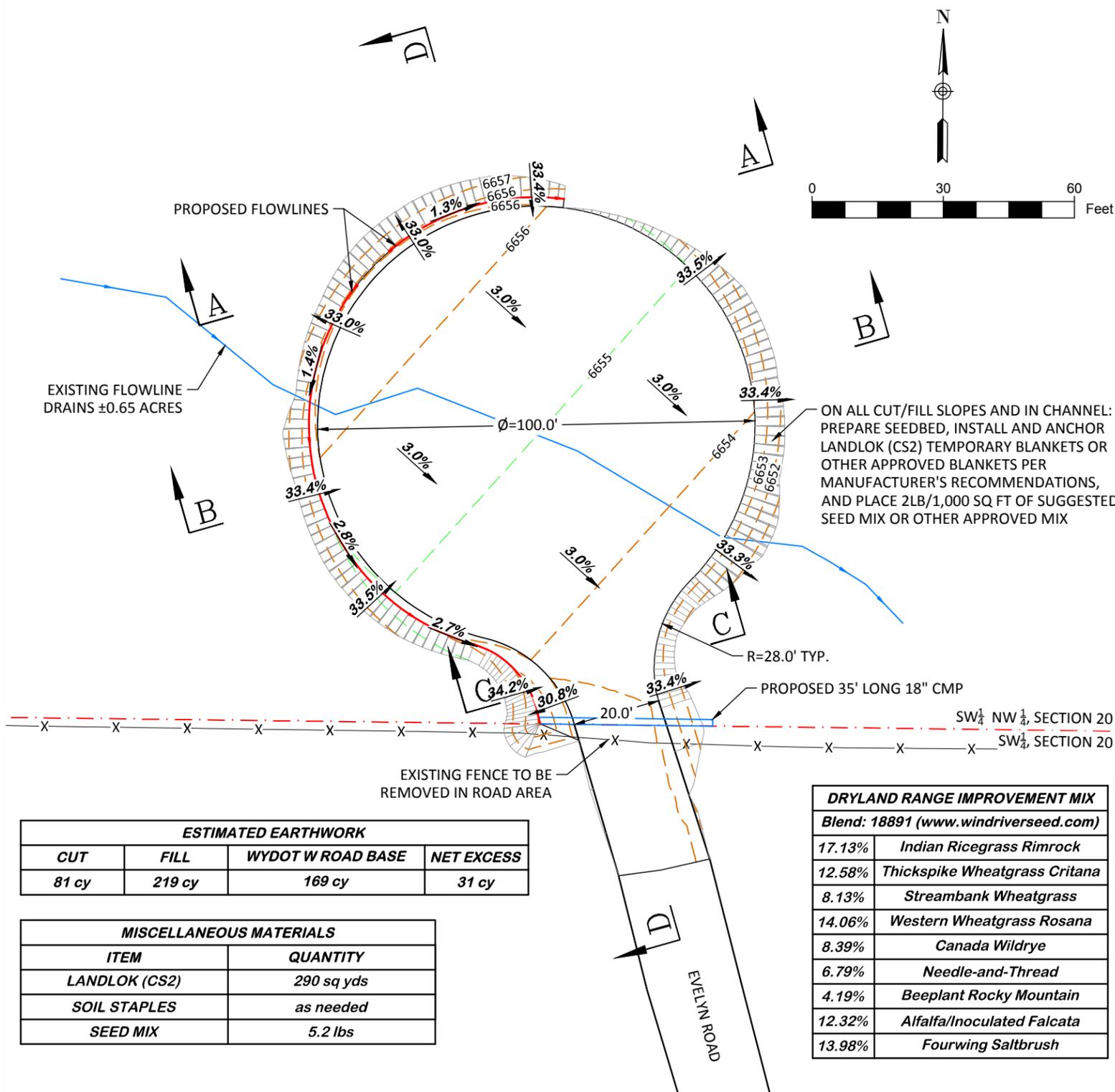
I acknowledge that I have read and understand this application and the pertinent regulations. I further agree if the permit is approved, I will comply with all regulations and conditions of approval. I grant Sweetwater County the right of ingress/egress as reasonably necessary to determine compliance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

 Nicole Scott
Signature of Owner of Record

09-27-16
Date

Signature of Applicant/Agent

Date



DRYLAND RANGE IMPROVEMENT MIX
Blend: 18891 (www.windriverseed.com)

17.13%	Indian Ricegrass Rimrock
12.58%	Thickspike Wheatgrass Critana
8.13%	Streambank Wheatgrass
14.06%	Western Wheatgrass Rosana
8.39%	Canada Wildrye
6.79%	Needle-and-Thread
4.19%	Beeplant Rocky Mountain
12.32%	Alfalfa/Inoculated Falcata
13.98%	Fourwing Saltbrush

ESTIMATED EARTHWORK

CUT	FILL	WYDOT W ROAD BASE	NET EXCESS
81 cy	219 cy	169 cy	31 cy

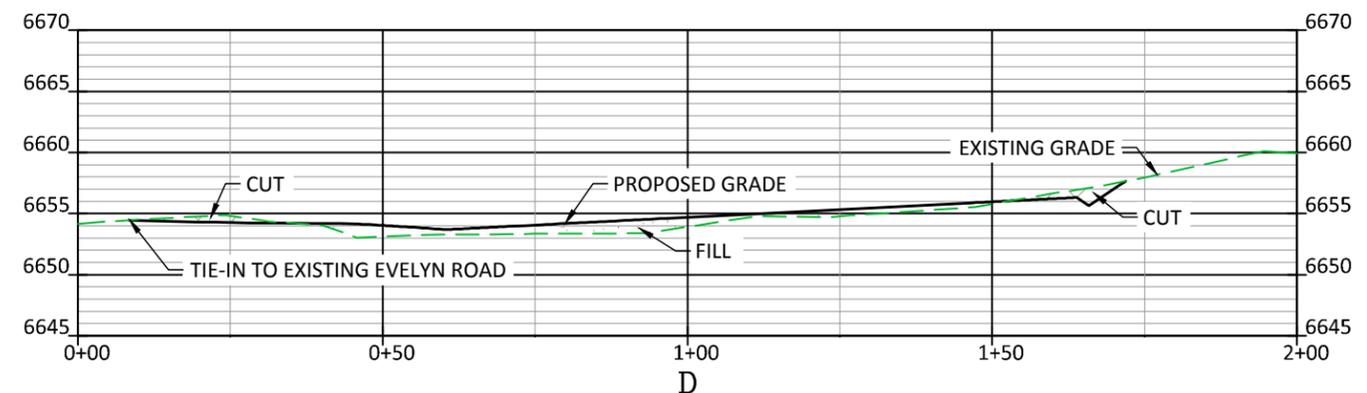
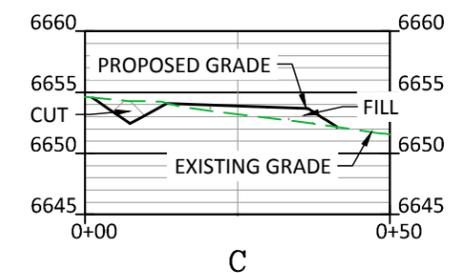
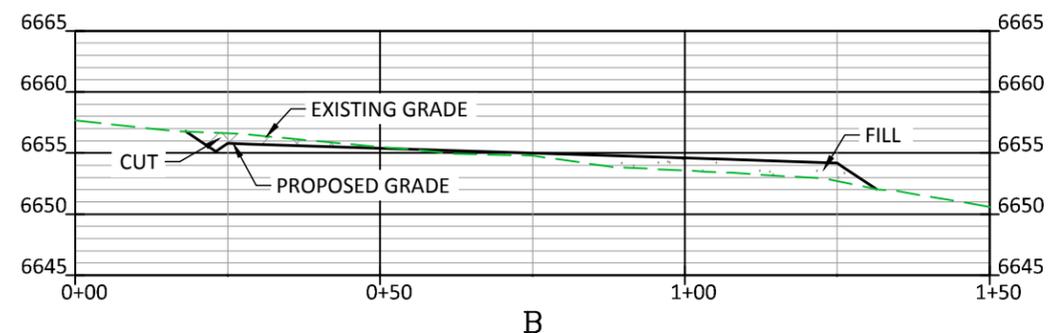
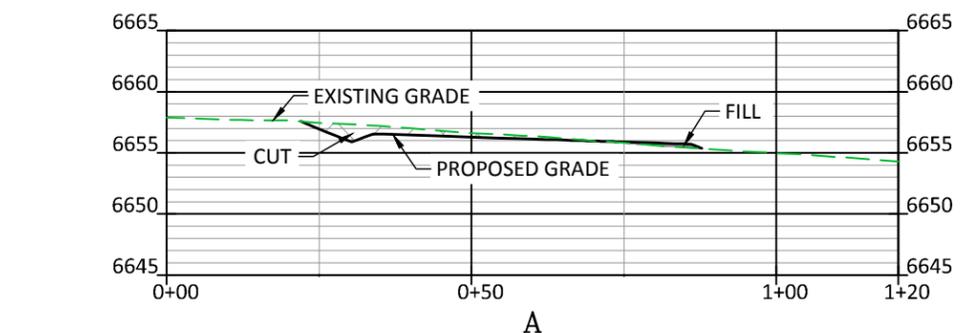
MISCELLANEOUS MATERIALS

ITEM	QUANTITY
LANDLOK (CS2)	290 sq yds
SOIL STAPLES	as needed
SEED MIX	5.2 lbs

- NOTES:**
- All volumes bank to bank with no swell, shrinkage or compaction factors applied.
 - Top 6" of proposed travel surface shall be compacted WYDOT grade W road base.
 - 18" cmp shall have 12" of cover.
 - 18" cmp shall be installed so that culvert inlet and outlet inverts are at ground surface and stormwater flows freely through culvert.
 - Proposed turf reinforcement mats found at: www.conteches.com
 - Proposed seed mix found at: www.windriverseed.com

PLAN VIEW
SCALE: 1" = 30'

CONTOUR INTERVALS
MINOR: 1'
MAJOR: 5'



PROFILE VIEWS
HORIZONTAL SCALE: 1" = 30'
VERTICAL SCALE: 1" = 15'

DRG RIFFIN & ASSOCIATES, INC.
(307) 362-5028 1414 ELK ST., ROCK SPRINGS, WY 82901

DRAWN: 10/12/16 - CSW	SCALE: AS SHOWN
REVISED: 11/3/16 - CSW	DRG JOB No. 21081
SHEET 2 OF 3	

NRS, LLC
CUL-DE-SAC DESIGN
SECTION 20, T20N, R105W, 6TH P.M.
SWEETWATER COUNTY, WYOMING

FOR PERMIT PURPOSES

10/11/2016 11:21:00 21081\21081 Cul-de-sac Design_recover.dwg

Public Hearing # 2

Board of County Commissioners

November 15, 2016

Property Owner

BLM - RSFO
280 Highway 191 North
Rock Springs, WY
82901

Other Parties

Sweetwater County
Public Works Director
Gene Legerski

Legal Description

40 acre parcel in the
NENE of
Sec 30 T19N R108W

Current Zoning

A
(Agriculture)

Legal Requirements

Adjacent Notices Sent:
October 7, 2016
Public Hearing Advertised:
October 8, 2016
Sign Posted:
October 11, 2016

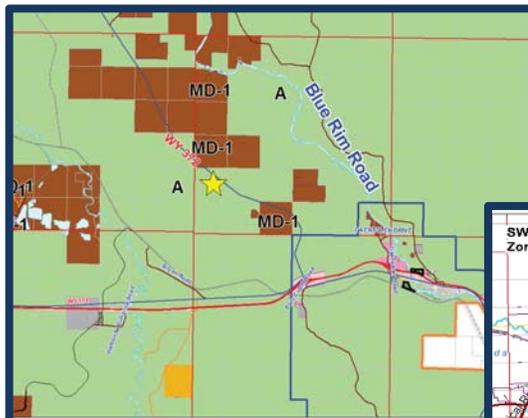
Utilities & Districts

Water:
Sewer:
Others:

Land Use Presenter

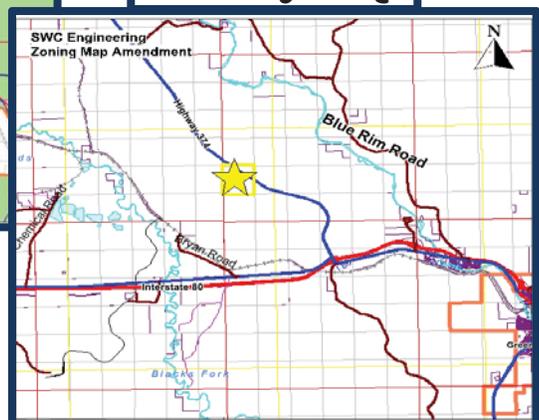
Eric Bingham
Land Use Director

Sweetwater County Public Works Zone Map Amendment A to MD-1



Zoning Map

Vicinity Map



SWC Engineering
Zoning Map Amendment

Public Hearing #2

Sweetwater County Public Works Director

Zone Map Amendment

A to MD-1

Summary of Application

Sweetwater County's Public Works Department is requesting a Zoning Map Amendment from A (Agriculture) to MD-1 (Mineral Development) in accordance with Section 20 of the 2015 Zoning Resolution. This amendment to Mineral Development zoning is necessary for the operation of the County's LaBarge Gravel Pit on property owned by the Bureau of Land Management. The 40 acre LaBarge Gravel Pit is located on Highway 372 approximately 5 miles northwest of the intersection of Interstate 80 and Highway 372 and is legally described as the NENE of Section 30, T19N, R108W of the 6th Principal Meridian, Sweetwater County Wyoming.

Review Criteria for Zoning Map Amendments:

1. The amendment is consistent and compatible with the current resolution and the Comprehensive Plan. The Comprehensive Plan encourages growth and development to continue in an orderly manner and in locations that contribute to the economic and social well-being of County residents. The gravel pit provides material to assist in the maintenance and upkeep of County Roads within close proximity of the pit. The amendment will also bring the existing gravel pit in to compliance with the County Zoning Resolution, which has been in existence for the last 33 years.
2. The proposed zoning is suitable for the existing topography and creates buildable lots. The existing topography is suitable for gravel extraction.
3. The proposed zoning is compatible with existing or allowable uses of adjacent properties, neighboring zone districts, and shall not adversely affect adjacent properties. Mining and gravel extraction is common in this area. The area located to the north of the proposed amendment is currently zoned MD-1 so there are similar uses adjacent. The gravel pit is also located in a remote area and is not nearby any residential areas. Staff does not foresee any compatibility issues with the uses allowed by MD-1 zoning.
4. The proposed zoning can demonstrate adequate public facilities including roads, drainage, potable water, sanitary sewer. The subject parcel has demonstrated the required public infrastructure requirements for gravel extraction. A haul route is existing off of Highway 372 and is adequate for the established use.

Public Hearing #2

Sweetwater County Public Works Director

Zone Map Amendment

A to MD-1

Public Comments:

No public comments have been received as of the date of this report.

Agency Comments:

Sweetwater County Fire Warden - "I have no concerns with the proposal."

Sweetwater County Emergency Management - No issues with this amendment.

Sweetwater County Environmental Health - Contact County Health for septic permit.

WYDOT - No objections. Access onto WYO 372 is currently permitted and it seems the applicant has installed warning signs on WYO 372 either side of the approach warning of trucks entering.

Nothing further is required from WYDOT.

Staff Comments, Recommendations and Conditions:

The proposed amendment is located in the area that is home to many of Sweetwater County's trona mines and gravel pits such as Lewis & Lewis, WYDOT, etc. The Sweetwater County LaBarge Pit is located in this area and is subject to the proposed zone map amendment. The pit has been in existence for the last 33 years and furnishes pit material for County roads that are within proximity of the site.

During the renewal process with the BLM, it was brought to our attention that the pit was located in the Agricultural Zone District, which does not support gravel extraction. A zone map amendment application submittal ensued, which was provided by County Engineering.

The application was reviewed by the Land Use Department for compliance with our Zoning Resolution and as a result, the amendment was determined compliant. Furthermore, the gravel pit has been in existence for a long period of time without any documented complaints or concerns. Staff supports the proposed amendment.

At the November 9, 2016 meeting of the Planning and Zoning Commission, it was discussed and unanimously agreed to include the entire acreage of Section 30 in order to plan for future use and development.

Public Hearing #2

Sweetwater County Public Works Director Zoning Map Amendment A to MD-1



North



East



South

West



RECOMMENDATION 16-11-ZO-02

SWEETWATER COUNTY PUBLIC WORKS ZONING MAP AMENDMENT A TO MD-1

WHEREAS, Sweetwater County's Public Works Department is requesting a **Zoning Map Amendment from A (Agriculture) to MD-1 (Mineral Development)** in accordance with Section 20 of the 2015 Zoning Resolution. This amendment to Mineral Development zoning is necessary for the operation of the County's LaBarge Gravel Pit on property owned by the Bureau of Land Management. The 40 acre LaBarge Gravel Pit is located on Highway 372 approximately 5 miles northwest of the intersection of Interstate 80 and Highway 372 and is legally described as:

The Northeast Quarter of the Northeast Quarter of Section 30, Township 19 North, Range 108 West of the 6th Principal Meridian, Sweetwater County, Wyoming.

WHEREAS, the Sweetwater County Planning and Zoning Commission held a public hearing in accordance with the procedural requirements of the 2015 Zoning Resolution on November 9, 2016 to consider the applicant's request; and,

WHEREAS, after due consideration and discussion, the Planning and Zoning Commission voted 4-0 to recommend approval of the Zoning Map Amendment from Agriculture (A) to Mineral Development (MD-1) and to include the entire acreage of Section 30 in planning for future use and development;

NOW THEREFORE, the Sweetwater County Planning and Zoning Commission recommends APPROVAL of the Zoning Map Amendment from Agriculture (A) to Mineral Development (MD-1) for all of Section 30.

Dated this 9th day of November, 2016.

Attest:

Sweetwater County
Planning and Zoning Commission

Steven Dale Davis, County Clerk

Terry Leigh, Chairman

RESOLUTION 16-11-ZO-02 – APPROVED

**SWEETWATER COUNTY PUBLIC WORKS
ZONING MAP AMENDMENT
40 ACRES - A TO MD-1**

WHEREAS, Sweetwater County’s Public Works Department is requesting a **Zoning Map Amendment from A (Agriculture) to MD-1 (Mineral Development)** in accordance with Section 20 of the 2015 Zoning Resolution. This amendment to Mineral Development zoning is necessary for the operation of the County’s LaBarge Gravel Pit on property owned by the Bureau of Land Management. The 40 acre LaBarge Gravel Pit is located on Highway 372 approximately 5 miles northwest of the intersection of Interstate 80 and Highway 372 and is legally described as:

The Northeast Quarter of the Northeast Quarter of Section 30, Township 19 North, Range 108 West of the 6th Principal Meridian, Sweetwater County, Wyoming.

WHEREAS, the Sweetwater County Board of County Commissioners held a public hearing in regards to this matter on November 15, 2016 and has given due consideration to the recommendation of the Planning and Zoning Commission and to all the evidence and testimony presented at the hearing;

NOW THEREFORE BE IT RESOLVED that the Sweetwater County Board of County Commissioners APPROVES the Zoning Map Amendment from Agriculture (A) to Mineral Development (MD-1).

Dated this 15th day of November, 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

RESOLUTION 16-11-ZO-02 – APPROVED

**SWEETWATER COUNTY PUBLIC WORKS
ZONING MAP AMENDMENT
ALL OF SECTION 30 - A TO MD-1**

WHEREAS, Sweetwater County’s Public Works Department is requesting a **Zoning Map Amendment from A (Agriculture) to MD-1 (Mineral Development)** in accordance with Section 20 of the 2015 Zoning Resolution. This amendment to Mineral Development zoning is necessary for the operation of the County’s LaBarge Gravel Pit on property owned by the Bureau of Land Management and legally described as:

All of Section 30, Township 19 North, Range 108 West of the 6th Principal Meridian, Sweetwater County, Wyoming.

WHEREAS, the Sweetwater County Board of County Commissioners held a public hearing in regards to this matter on November 15, 2016 and has given due consideration to the recommendation of the Planning and Zoning Commission and to all the evidence and testimony presented at the hearing;

NOW THEREFORE BE IT RESOLVED that the Sweetwater County Board of County Commissioners APPROVES the Zoning Map Amendment from Agriculture (A) to Mineral Development (MD-1).

Dated this 15th day of November, 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

RESOLUTION 16-11-ZO-02 – DENIED

**SWEETWATER COUNTY PUBLIC WORKS
ZONING MAP AMENDMENT
A TO MD-1**

WHEREAS, Sweetwater County’s Public Works Department is requesting a **Zoning Map Amendment from A (Agriculture) to MD-1 (Mineral Development)** in accordance with Section 20 of the 2015 Zoning Resolution. This amendment to Mineral Development zoning is necessary for the operation of the County’s LaBarge Gravel Pit on property owned by the Bureau of Land Management. The 40 acre LaBarge Gravel Pit is located on Highway 372 approximately 5 miles northwest of the intersection of Interstate 80 and Highway 372 and is legally described as:

The Northeast Quarter of the Northeast Quarter of Section 30, Township 19 North, Range 108 West of the 6th Principal Meridian, Sweetwater County, Wyoming.

WHEREAS, the Sweetwater County Board of County Commissioners held a public hearing in regards to this matter on November 15, 2016 and has given due consideration to the recommendation of the Planning and Zoning Commission and to all the evidence and testimony presented at the hearing;

NOW THEREFORE BE IT RESOLVED that the Sweetwater County Board of County Commissioners **DENIES** the Zoning Map Amendment from Agriculture (A) to Mineral Development (MD-1).

Dated this 15th day of November, 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

AMENDMENT, VARIANCE OR APPEAL

SWEETWATER COUNTY LAND USE

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

CONTACT INFORMATION

Eric 872-3916 binghame@sweet.wy.us
 Cindy 872-3918 sheehanc@sweet.wy.us
 Jim 872-3923 zimmermanj@sweet.wy.us
 Engineering Office 872-3920 Access/Address

Date of Submittal: 09.21.16 Permit Number: 1193 / _____ Zoning: A (2MA MD1)
 Approved With Conditions Resolution: _____

 Denied/Reason: _____
Date of Action: _____ Land Use Official Signature: _____

APPLICATION FEE: \$250.00 for **Residential** Applications Requiring a **Public Hearing**
 \$500.00 for **Non-Residential** Applications Requiring a **Public Hearing**

GENERAL INFORMATION

Public Hearing, variance and appeal information is found in Section 4 of the 2015 Zoning Resolution. Amendment procedures are found in Section 20 of the 2015 Zoning Resolution.

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

CONTACT INFORMATION

Property Owner of Record Contact Information

Name: _____ #15732
Company: BLM - RSFO
Address: 280 Highway 191 North
Rock Springs, WY 82901
Phone: 307-352-0256
Email: _____

Applicant Contact Information

Name: Gene Legerski, P.E. #22867
Company: SWC Engineering
Address: 80 West Flaming Gorge Way
Suite 23, Green River, WY 82935
Phone: 307-872-3921
Email: legerskig@sweet.wy.us

PROPERTY INFORMATION

PID: 04- 1908 - 30 - 1 - 00 - 001 - 00

County Assigned Address: _____ Lot Size: 40 (acres)
Project Location: Quarter(s): NENE Section: 30 Township: 19 Range: 108
Subdivision Name: _____ Lot: _____ Block: _____
Overlay District: Highway Scenic Slope

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

LANGUAGE

Section Proposed to be Amended: _____

Proposed Text:

Reason for Proposed Amendment:

ZONING

Existing Zoning: A (Agriculture) Proposed Zoning: MD1 (Mineral Development)

Reason for Proposed Amendment:

The 2015 Zoning Resolution requires gravel quarries which are 40 acres and over in size to be located on property zoned MD-1 (Mineral Development). The County engineering office is requesting this zone map amendment in order to have the LaBarge Gravel Pit comply with SWCO land use regulations.

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

Cite Regulation Subject to Proposed Variance: _____

Explain Need for Proposed Variance:

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

Cite Action Subject to Proposed Appeal: _____

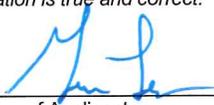
Explain Need for Appeal:

SIGNATURE REQUIRED

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

Signature of Owner of Record

Date



Signature of Applicant

9/21/16

Date