

NOTICE

**THE SWEETWATER COUNTY BOARD OF COUNTY COMMISSIONERS
WILL MEET ON TUESDAY, December 6, 2016 AT 8:30 A.M.**

**IN THE COMMISSIONERS' CHAMBERS
(TENTATIVE AND SUBJECT TO CHANGE)**

PLEASE ARRIVE 15 MINUTES EARLIER THAN YOUR SCHEDULED TIME

PRELIMINARY

8:30 CALL TO ORDER
QUORUM PRESENT
PLEDGE OF ALLEGIANCE
APPROVAL OF AGENDA
APPROVAL OF MINUTES: November 15, 2016

ACCEPTANCE OF BILLS

Approval of County Vouchers/Warrants
Approval of Bonds
Approval of Abates/Rebates
Cancel County Warrants

ACTION/PRESENTATION ITEMS

Airport Budget Update

PUBLIC HEARING

8:30 Budget Amendment- Rock Springs/SWCO Airport

COMMISSIONER COMMENTS/REPORTS

8:55 Commissioner West
9:00 Commissioner Kolb
9:10 Commissioner Wendling
9:20 Chairman Johnson
9:30 Commissioner Van Matre

COUNTY RESIDENT CONCERNS

9:40

ACTION/PRESENTATION ITEMS

- 9:50** 2015 State Homeland Security Grant- Main Emergency Shelter Project
- 10:00** Automobile Lease Agreement
- 10:05** SWCO Fire Department Update of the 2016 Fire Season
- 10:25** UW Extension Office Appreciation Gift for Commissioners
- 10:35** SWCO Lodging Tax Board: Resolution to Amend the Lodging Tax Board Joint Powers Agreement
- 10:45** Bitter Creek Drop Structure Update

OTHER

11:00

EXECUTIVE SESSION AS NEEDED

ADJOURN

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

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

November 15, 2016
Green River, WY

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

Approval of Agenda

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

Approval of Minutes: November 1, 2016

Commissioner Kolb moved to approve the minutes dated November 1, 2016. Commissioner Van Matre seconded the motion. The motion carried.

Approval of County Vouchers/Warrants, Monthly Reports, Bonds, and abates/rebates

Commissioner West moved for acceptance of the bills. Commissioner Wendling seconded the motion. The motion carried.

WARRANT NO.s	PAYEE	DESCRIPTION	AMOUNT
71733-71769 & ADVICES	EMPLOYEES AND PAYROLL VENDORS	PAYROLL RUN	1,351,391.40
18959	OPTUM BANK 76411492	CONTRIBUTIONS	145.00
18960	OPTUM BANK 76411492	CONTRIBUTIONS	150.00
18961	OPTUM BANK 76411492	CONTRIBUTIONS	162.50
18962	OPTUM BANK 76411492	CONTRIBUTIONS	650.00
18963	OPTUM BANK 76411492	CONTRIBUTIONS	3,407.00
71770	ONE TIME VENDOR	JUROR FEES/MILEAGE	231.00
71771	ONE TIME VENDOR	JUROR FEES/MILEAGE	231.00
71772	ONE TIME VENDOR	JUROR FEES	30.00
71773	ONE TIME VENDOR	JUROR FEES	30.00
71774	ONE TIME VENDOR	JUROR FEES/MILEAGE	46.20
71775	ONE TIME VENDOR	JUROR FEES	30.00
71776	ONE TIME VENDOR	JUROR FEES	150.00
71777	ONE TIME VENDOR	JUROR FEES/MILEAGE	46.20
71778	ONE TIME VENDOR	JUROR FEES/MILEAGE	46.20
71779	ONE TIME VENDOR	JUROR FEES/MILEAGE	231.00
71780	ONE TIME VENDOR	JUROR FEES/MILEAGE	46.20
71781	ONE TIME VENDOR	JUROR FEES/MILEAGE	62.40
71782	ONE TIME VENDOR	JUROR FEES	30.00
71783	ONE TIME VENDOR	JUROR FEES	150.00
71784	ONE TIME VENDOR	JUROR FEES/MILEAGE	46.20
71785	ONE TIME VENDOR	JUROR FEES/MILEAGE	46.20
71786	ONE TIME VENDOR	JUROR FEES	30.00
71787	ONE TIME VENDOR	JUROR FEES	30.00
71788	ONE TIME VENDOR	JUROR FEES	30.00
71789	ONE TIME VENDOR	JUROR FEES/MILEAGE	46.20
71790	ONE TIME VENDOR	MILEAGE	81.00
71791	ONE TIME VENDOR	JUROR FEES	30.00
71792	ONE TIME VENDOR	JUROR FEES/MILEAGE	46.20
71793	ONE TIME VENDOR	JUROR FEES	30.00
71794	ONE TIME VENDOR	JUROR FEES	30.00
71795	ONE TIME VENDOR	JUROR FEES	30.00
71796	ONE TIME VENDOR	JUROR FEES	150.00
71797	ONE TIME VENDOR	JUROR FEES/MILEAGE	46.20
71798	ONE TIME VENDOR	JUROR FEES/MILEAGE	46.20
71799	ONE TIME VENDOR	JUROR FEES	30.00
71800	PURCHASE POWER	POSTAGE	108.00
71801	R & D SWEEPING & ASPHALT	SWEEPING	2,500.00
71802	ROCK SPRINGS MUNICIPAL UTILITY	UTILITIES	3,299.31
71803	ROCKY MTN POWER	UTILITIES	2,689.54
71804	SWEETWATER CABLE TV	TV	118.53
71805	TOWN OF WAMSUTTER	UTILITIES	32.00
71806	UNION TELEPHONE COMPANY INC	PHONE	43.80
71807	VERIZON WIRELESS	BROADBAND	1,338.32
71808	WELLS FARGO	SIRIUS/EQUIPMENT/CONFERENCES/ TRAINING/LODGING/MEALS/TRAVEL/SUPPLIES	6,264.58
71809	WEST SIDE WATER & SEWER DISTRICT	UTILITIES	3,200.00
71810	WEX BANK	FUEL	10,989.61
71811	WYOMING DEPARTMENT OF WORKFORCE SVCS	INSURANCE	398.56
71812	WYOMING RETIREMENT SYSTEM	RETIREMENT	212,765.37
71813	WYOMING RETIREMENT SYSTEM	RETIREMENT	120.00
71814	BRIDGER VALLEY ELECTRIC ASSN	UTILITIES	145.23
71815	CENTURYLINK	PHONE BILL	1,659.29
71816	CENTURYLINK	PHONE BILL	2,922.63
71817	CITY OF GREEN RIVER	UTILITIES	2,242.18
71818	DIRECTV	TVS	17.99
71819	QUESTAR GAS	UTILITIES	4,097.62
71820	ROCK SPRINGS SWEETWATER CO AIRPORT	FUNDING	246,077.55
71821	ROCKY MTN POWER	UTILITIES	7,051.12
71822	WALMART COMMUNITY/RFCSLLC-SHERIFF	INMATE SUPPLIES	780.86

71823	WYOMING DEPT OF WORKFORCE SERVICES	WORKER'S COMPENSATION	21,212.09
71824	WYOMING WASTE SERVICES - ROCK	UTILITIES	1,345.94
71825	ACE HARDWARE	SUPPLIES	167.26
71826	ACE HARDWARE #11263-C	SUPPLIES	133.83
71827	AIRGAS USA LLC	SUPPLIES	174.10
71828	ALLEN MD PC, PATRICK C	AUTOPSY	1,190.00
71829	ARMSCOR CARTRIDGE INC	SUPPLIES	15,525.00
71830	BATTERY SYSTEMS INC	BATTERIES	772.48
71831	BENNETT PAINT & GLASS	WINDOW/SUPPLIES	89.97
71832	BEST WESTERN - RAMKOTA HOTEL CASPER	LODGING	910.00
71833	BLUE TARP FINANCIAL INC	SUPPLIES	279.04
71834	C & J ENTERPRISES	RENT/WATER	3,187.50
71835	CAPITAL BUSINESS SYSTEMS INC	CONTRACT	87.33
71836	CARQUEST AUTO PARTS	PARTS	968.48
71837	CHEMICAL TESTING PROGRAM	KITS	4,560.00
71838	CNA SURETY	BOND	500.00
71839	COLD-TECH REFRIGERATION INC	REPAIRS	420.95
71840	CONTRACT PAPER GROUP INC	PAPER	797.00
71841	DELL MARKETING L P	LICENSES/SOFTWARE	39,077.78
71842	DIVERSIFIED INSURANCE BEN SERV LLC	CONSULTATION FEES	12,000.00
71843	DIXON INFORMATION INC	TESTING	75.00
71844	DJ'S GLASS PLUS	WINDSHIELDS/GLASS	650.00
71845	ELECTION SYSTEMS & SOFTWARE INC	BALLOTS/EQUIPMENT/SUPPLIES	14,697.44
71846	ELECTRICAL CONNECTIONS INC	REPAIRS	7,467.92
71847	F B MCFADDEN WHOLESALE COMPANY	SUPPLIES	4,633.70
71848	F B MCFADDEN WHOLESALE COMPANY	INMATE FOOD/COMMISSARY/HALLOWEEN CANDY	6,823.84
71849	FAIRMONT SUPPLY	PARTS	336.42
71850	FIRST CHOICE FORD	PARTS	550.64
71851	FREMONT MOTOR ROCK SPRINGS INC	PAINT/PARTS	158.34
71852	G & K SERVICES	SERVICES	300.63
71853	GRAINGER	CONTROLS	16.62
71854	GREEN RIVER STAR	AD	286.88
71855	HAMM-HILLS, LAURA J	TRANSCRIPTION	893.75
71856	HARRINGTON & COMPANY	SUPPLIES	34.09
71857	HOLIDAY INN CONVENTION CENTER	LODGING	182.00
71858	HOMAX OIL SALES INC	FUEL	2,897.86
71859	HOSE & RUBBER SUPPLY	PARTS	76.50
71860	ICS JAIL SUPPLIES INC	COMMISSARY	121.67
71861	INDUSTRIAL SOLUTIONS INC	SERVICES	717.00
71862	JACK'S TRUCK & EQUIPMENT	PARTS	109.11
71863	JACKS SAW SHOP INC	PARTS	221.75
71864	LEWIS & LEWIS	PROJECT	394,108.76
71865	LAWN WORLD	SERVICES	4,080.00
71866	LITTLE AMERICA - CHEYENNE	LODGING	728.00
71867	MARCHAL, KRISENA	MEAL/MILEAGE	67.31
71868	MCGEE, HEARNE & PAIZ LLP	AUDIT	15,000.00
71869	MCKEE FOODS CORPORATION	INMATE FOOD	340.76
71870	MEADOW GOLD DAIRIES SLC	INMATE FOOD	1,963.99
71871	MED-TECH RESOURCE INC	BATTERIES	162.35
71872	MEMORIAL HOSPITAL OF SWEETWATER CO	TESTING	380.00
71873	MODEL SIGN	SIGNS	37.50
71874	MOUNTAIN BAY SCUBA 06	TRAINING/EQUIPMENT	84.80
71875	NAPA AUTO PARTS UNLIMITED	PARTS	316.58
71876	NATIONAL DISTRICT ATTORNEY'S ASSOCIATION	MEMBERSHIP	177.00
71877	NICHOLAS & COMPANY	INMATE FOOD	1,989.32
71878	NUTECH SPECIALTIES INC	SUPPLIES	99.00
71879	PACIFIC STEEL & RECYCLING	SUPPLIES	77.85
71880	PETERBILT OF WYOMING	PARTS/LABOR	1,509.66
71881	ERIC F PHILLIPS LAW OFFICE	FEES	2,720.00
71882	LAW OFFICE OF BOBBY W PINEDA	FEES	2,990.00
71883	PLAINS TIRE CO	PARTS	21.99
71884	PM AUTOGLASS INC	WINDSHIELD	190.00
71885	PTS OF AMERICA LLC	EXTRADITION	2,623.15
71886	QUILL CORPORATION	OFFICE SUPPLIES	666.75
71887	R S REFRIGERATION SUPPLY	PARTS	15.99
71888	REILLY, CARLA S	RENT	600.00
71889	ROCK SPRINGS NEWSPAPERS INC	ADS	4,251.28
71890	ROCK SPRINGS NEWSPAPERS INC	ADS	149.77
71891	ROCK SPRINGS WINNELSON CO	SHIPPING	66.44
71892	ROCK SPRINGS, GREEN RIVER,	FUNDING	317,549.50
71893	RON'S ACE RENTALS	RENTAL	150.00
71894	SHRM	MEMBERSHIP	199.00
71895	SIX STATES DISTRIBUTORS INC	PARTS	301.09
71896	SMYTH PRINTING INC	SUPPLIES	215.25
71897	SNAP ON TOOLS	TOOLS	214.90
71898	SOURCE OFFICE & TECHNOLOGY	OFFICE SUPPLIES	1,020.96
71899	SOUTHWEST COUNSELING SERVICE	PRE-EMPLOYMENT	292.00

71900	STERLING COMMUNICATIONS & ELECTRONICS	RENT	254.00
71901	SUNLITE SERVICE	TOWING	75.00
71902	SWEETWATER CO EVENTS COMPLEX	GRANT EXPENSES	7,918.65
71903	SWEETWATER COUNTY HEALTH BOARD	BUDGET ALLOCATION	49,200.25
71904	SWEETWATER FAMILY RESOURCE CENTER	BUDGET ALLOCATION	9,285.18
71905	SWEETWATER MEDICS LLC	BUDGET ALLOCATION	53,404.06
71906	SWEETWATER PLUMBING & HEATING	PARTS	26.15
71907	SWEETWATER TROPHIES	PLAQUE/SHIPPING	112.00
71908	TASC CLIENT SERVICES	FEES	1,287.11
71909	TERMINIX OF WYOMING	SPRAYING	190.00
71910	THE FISH BOWL LLC	MEALS	88.80
71911	THE MASTER'S TOUCH LLC	POSTAGE/MAILINGS	1,788.45
71912	THE TIRE DEN INC	TIRES/REPAIRS	2,748.50
71913	THOMSON REUTERS-WEST PAYMENT CENTER	SUBSCRIPTION	1,291.15
71914	TUBBS MD LLC, KENNON C	INMATE MEDICAL	5,000.00
71915	TYLER TECHNOLOGIES INC	MICROFILMING	696.22
71916	U S FOODS INC	INMATE FOOD	3,027.24
71917	UNIQUE SIGNS & DESIGN	REPAIR	20.00
71918	UNITED SITE SERVICES	RESTROOMS	351.03
71919	US BANCORP	LEASE	106,364.97
71920	VAN MATRE, DON	MILEAGE	401.76
71921	VENTURE TECHNOLOGIES	MAINTENANCE	3,997.00
71922	WATCH SYSTEMS LLC	MAILINGS	145.70
71923	WEIMER, JACK	MEAL/RENT	502.54
71924	WC3	INSPECTIONS	995.00
71925	WESTERN DETENTION PRODUCTS INC	KEYS	148.56
71926	WESTERN ENGINEERS & GEOLOGISTS INC	INSPECTIONS	4,225.84
71927	WESTERN RELIEF LLC	RESTROOMS	180.00
71928	WHISLER CHEVROLET COMPANY	PARTS	570.34
71929	WHITE MOUNTAIN LUMBER & RENTAL	SUPPLIES	7.20
71930	WILKERSON IV MD PC, JAMES A	AUTOPSY	1,165.00
71931	WYOMING DEPT OF TRANSPORTATION	PERU BRIDGE	780.92
71932	WYOMING MACHINERY COMPANY	PARTS/LABOR	3,348.07
71933	WYOMING STATE BAR	FEES	3,082.50
71934	WYOMING.COM	E-MAIL/WIRELESS	67.95
		GRAND TOTAL:	3,029,634.39

The following bonds were placed on file:

Ann Rudoff	Sweetwater Cooperative Services, Secretary/Treasurer	\$10,000.00
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The following abates/rebates were placed on file:

TAXPAYER	VALUATION	TAXPAYER	VALUATION
CHEVRON USA INC	-6,720	MONCRIEF W A	-53
CROWN ENERGY PARTNERS LLC	-8,599	MONCRIEF W A	-1
CROWN ENERGY PARTNERS LLC	-8,714	KAISER FRANCIS OIL CO	-679
CROWN ENERGY PARTNERS LLC	-69,645	QEP ENERGY CO	-1,830
MEMORIAL PRODUCTION OPERATING LLC	-42	BP AMERICA PRODUCTION CO	-97,615
MEMORIAL PRODUCTION OPERATING LLC	-19,054	CROWN ENERGY PARTNERS LLC	-3,540
LEGACY RESERVES OPERATING LP	-204	MUSTANG RESOURCES LLC	-19,993
KERR MCGEE OIL & GAS ONSHORE LP	-3,512	BP AMERICA PRODUCTION CO	-6,226

Commissioner Comments/Reports

Commissioner Van Matre

Commissioner Van Matre commented that he visited with the Airport board, the Museum board and the IT department. Commissioner Van Matre noted that he met with Custodial Supervisor Karen Bailey. Commissioner Van Matre also expressed appreciation to Human Resource Manager Garry McLean for filling in with the VSO.

Commissioner West

Commissioner West congratulated Chairman Johnson and Commissioner Van Matre on their re-election. Commissioner West shared that he attended the retirement party for Senior Buyer Mel Nomis and thanked her for her service to the county. Commissioner West noted that he touched base with Pam Jelaca, Director of Hospice, and shared some of their future plans. Commissioner West shared information regarding the Castle Rock Hospital District Bond Defeasance. Commissioner West also reported that he attended a Board of Health workshop.

Commissioner Kolb

Commissioner Kolb reported on meetings he attended for the Sweetwater County Memorial Hospital Board of Trustees and Sweetwater County Planning and Zoning. Commissioner Kolb congratulated Chairman Johnson and Commissioner Van

Matre on their re-election. Commissioner Kolb shared that he attended the retirement party for Senior Buyer Mel Nomis and thanked her for her service to the county. Commissioner Kolb noted that he spoke with Land Use Director Eric Bingham, County Attorney Danny Erramouspe, County Clerk Dale Davis, Grants Manager Krisena Marchal, Deputy County Attorney James Schermetzler, Accounting Manager Bonnie Berry, and the auditors. Lastly, Commissioner Kolb discussed the Sweetwater County Airport.

Commissioner Wendling

Commissioner Wendling congratulated Chairman Johnson and Commissioner Van Matre on their re-election. Commissioner Wendling noted that he attended the retirement party for Senior Buyer Mel Nomis and thanked her for her service to the county. Commissioner Wendling reported on meetings he attended for the Bairoil Town Council, the SWCO Conservation District, the STAR Board and the SWCO Library Board. Commissioner Wendling also shared that he, along with Chairman Johnson and Public Lands Specialist Mark Kot, participated in the RMP for the Rock Springs BLM Office.

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 shared that he met with Federal Agencies including the Forest Service and the BLM. Chairman Johnson noted that he met with the mayors of Green River and Rock Springs.

Other

Public Works Director Gene Legerski approached the commission for a concurrence letter to WYDOT regarding the Peru Cut Off Road project to award the project to DeBernardi Construction Company, Inc. Chairman Johnson entertained a motion to approve the November 15th letter to Mr. Compton as outlined and all five commissioners would sign this letter. *Commissioner West moved to approve. Commissioner Wendling seconded the motion.* The motion carried.

Break

Chairman Johnson called for a break.

County Resident Concerns

Chairman Johnson opened county resident concerns. Deputy County Clerk Vickie Eastin thanked everyone for their help during the election. Hearing no further comments, the county resident concerns comment period was closed.

Action/Presentation Items

Castle Rock Hospital Bond Defeasance

Castle Rock Hospital District CEO Bailie Dockter, CFO Todd Toolson, Board Vice Chairman Bob Gordon and Bond Counsel Attorney Barbara Bonds presented Resolution #16-11-CC-02. Commissioner West thanked Barbara Bonds for her continuing guidance and help. Following discussion, Chairman Johnson entertained a motion to approve Resolution No. 16-11-CC-02. *Commissioner West moved to approve. Commissioner Van Matre seconded the motion.* The motion carried.

RESOLUTION NO. 16-11-CC-02

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 \$2,160,000 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 \$1,260,000 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.

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

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

Grants Manager Krisena Marchal presented the revised attachment A to the FY 2017 Services to Victims of Crime Grant Contract. Following discussion, Chairman Johnson entertained a 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. *Commissioner Kolb moved to approve, and authorize the Chairman to sign, the revised attachment to the FY 2017 Services to Victims of Crime Grant Contract. Commissioner West seconded the motion.* The motion carried.

Request to Replace Vacant Position in the Detention Center

Sheriff Lowell and Human Resource Specialist Stefanie Boling requested authorization to replace a vacant position in the Detention Center. Following discussion, Chairman Johnson entertained a motion to approve the request as presented. *Commissioner Wendling so moved. Commissioner Kolb seconded the motion.* The motion carried.

Title 25 Discussion

Memorial Hospital Board Chairman Joe Manatos, and Board Members Grant Christensen, Richard Mathey and Harry Horn were present to discuss Title 25. A lengthy discussion ensued which included paying the hospital for the current invoices that have been submitted to the county and the possible violation of an Executive Session meeting by certain unnamed commissioners. It was stated by the commission that they will do their best to cooperate with Memorial Hospital.

Break

Chairman Johnson called for a break.

Other

Acceptance of the Warranty Deed from Memorial Hospital Board of Trustees to the Board of County Commissioners of Sweetwater County, Wyoming.

Following discussion, the Board of County Commissioners thanked the Memorial Hospital board members for their show of good faith. Chairman Johnson entertained a motion to accept the warranty deed as outlined. *Commissioner Kolb made the motion. Commissioner West seconded the motion.* The motion carried.

Executive Session(s)-Personnel/Legal

Chairman Johnson entertained a motion to enter into executive session for legal 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.

Planning and Zoning Public Hearing

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

Land Use Director Eric Bingham, Attorney Steve Palmer and applicants Ryan, Nicole, and McKenzie Scott were present. Mr. Bingham provided the Planning & Zoning report and presented Resolution 16-11-ZO-01. Chairman Johnson entertained a motion to approve Resolution 16-11-ZO-01. *Commissioner Kolb so moved. Commissioner Wendling seconded the motion.* The motion carried.

**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.

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

Language Amendment to Subdivision Regulations Replats

Land Use Director Eric Bingham provided the Planning & Zoning report and presented Resolution 16-11-ZO-02. Following discussion, Chairman Johnson opened the public hearing. Hearing no comments, the public hearing was closed. Chairman Johnson entertained a motion to approve Resolution 16-11-ZO-02. *Commissioner Wendling so moved. Commissioner West seconded the motion.* The motion carried.

**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.

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

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	11/16/2016	36,525.95	71935-72104	
EAL	11/18/2016	54,384.71	72106-72124	
EAL	11/23/2016	7,678.80	72126-72131	18967-18969
EAL	12/2/2016	543,870.77		
EAL	12/6/2016	1,255,733.75		
EAL				
EAL				
			Check #	Advice #
	Payroll Run	24,953.29	Payroll: 72105	18964
	Payroll Run	3,131.50	72125	18965-66
	Payroll Run	1,369,089.46		18971-19231
TOTAL AMOUNT		\$3,295,368.23		

The voucher to Alpha Petroleum Service Inc for \$5,214.26 is not included in the above amount.
Vouchers in the above amount are hereby approved and ordered paid this date of 12/06/16

Wally J. Johnson, County Commissioner

John K. Kolb, County Commissioner

Don Van Matre, County Commissioner

Randal M. Wendling, County Commissioner

Attest:

County Clerk

Reid O. West, County Commissioner

	DATE	AMOUNT	WARRANT #'S	ADVICE #'S
EAL	12/6/2016	5,214.26		
EAL				
			Check #	Advice #
	Payroll Run		Payroll:	
	Payroll Run			
	Payroll Run			
TOTAL AMOUNT		\$5,214.26		

Voucher in the above amount is hereby approved and ordered paid this date of 12/06/16

Wally J. Johnson, County Commissioner

John K. Kolb, County Commissioner

Don Van Matre, County Commissioner

Randal M. Wendling, County Commissioner

Attest:

County Clerk

Reid O. West, County Commissioner

Authorization for Bonds
12-6-16

Sheila L. Wakefield Town of Bairoil, Town Clerk/Treasurer \$75,000.00

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. 55030523

That we Sheila L. Wakefield

of Bairoil, 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 Town of Bairoil, the State of Wyoming, in the penal

sum of Seventy-Five Thousand and 00/100 DOLLARS (\$ 75,000.00), 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 26th day of September, 2016.

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

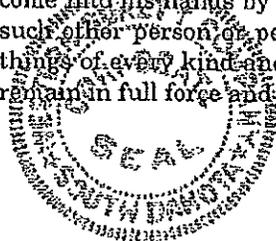
Principal was duly Appointed Elected to the office of Town Clerk/Treasurer

in the Town of Bairoil,

and State aforesaid for the term beginning January 16, 2017, and ending

January 16, 2018.

NOW THEREFORE, If the above bounden Principal and his deputies shall faithfully, honestly and impartially perform all the duties of his said office of Town Clerk/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.



Sheila L. Wakefield Principal

WESTERN SURETY COMPANY

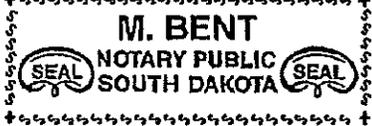
By Paul T. Bryant
Paul T. Bryant, Vice President

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA }
County of Minnehaha } ss

On this 26th day of September, 2016, before me, appeared

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



My Commission Expires March 2, 2020

M Bent

Notary Public

OATH OF OFFICE

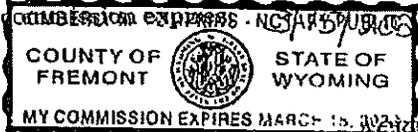
I do solemnly swear (or affirm) that I will support, obey and defend the constitution of the United States, and the constitution of the state of Wyoming; that I have not knowingly violated any law related to my election or appointment, or caused it to be done by others; and that I will discharge the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

Sheila Wakefield

State of Wyoming }
County of Sweetwater } ss

This Oath of Office was subscribed and sworn to before me by Sheila L. Wakefield on this 11 day of November,

My Commission Expires March 15, 2020



Kimberly Tompkins
Notary Public, Wyoming

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF WYOMING }
County of Sweetwater } ss

On this 11 day of November, before me, personally appeared

Sheila L. Wakefield

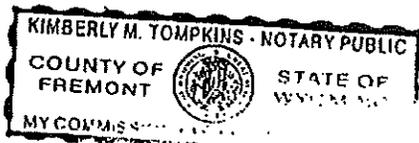
, to me known to be the person described in and who executed the foregoing instrument as Principal, and acknowledged that the same was executed as

Here free act and deed.

My commission expires

MARCH 15, 2020.

Kimberly Tompkins
Notary Public, Wyoming



Authorization for Abate/Rebate of Ad Valorem Taxes

December 6, 2016

NOVC	TAXPAYER	ACCOUNT	TAX DIST	VALUATION	TAX YEAR	ADJUSTMENTS	REASON	A/R NUMBER
2016-0766	CROWN ENERGY PARTNERS LLC	147975	102	-2,520	2014	-175.03	DOR	12116
2016-0766	CROWN ENERGY PARTNERS LLC	147976	200	-729	2014	-49.07	DOR	12216
	BP AMERICA PRODUCTION CO	146147	100	-3,048	2016	-206.00	WELL P&A CO. MISFILED WELL	12316
2016-0776	BP AMERICA PRODUCTION CO	151958	250	-28,057	2014	-2,112.89	DOR	12416
	SOUND CELLULAR	147724	102	-883	2016	-59.64	MOVED TO FREMONT COUNTY	12516
2016-0783	BP AMERICA PRODUCTION CO	62880	100	-9,073	2014	-581.37	DOR	12616
2016-0776	BP AMERICA PRODUCTION CO	62883	200	-1	2014	-0.07	DOR	12716
2016-0779	MEMORIAL PRODUCTION OPERATING LLC	151734	102	-8,841	2014	-614.06	DOR	12816

					COMMISSIONER		
					COMMISSIONER		
					COMMISSIONER		

BOARD OF COUNTY COMMISSIONERS

MEETING REQUEST FORM

Meeting Date Requested: December 6, 2016	Presenters Name & Title: Robb Slaughter Sweetwater County Treasurer
Department or Organization: Sweetwater County Treasurer	Contact Phone and E-mail: 307-872-3720 slaughterr@sweet.wy.us
Exact Wording for Agenda: Cancel County Warrants	Preference of Placement on Agenda & Amount of Time Requested for Presentation: 5 min
Will there be Handouts? (If yes, include with meeting request form) yes not available until meeting	Will handouts require SIGNATURES: no
Additional Information:	
List of checks will not be available until day of meeting in case a warrant is cashed.	
As of today we have 6 outstanding warrants that total \$276.71	

• **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.

BOARD OF COUNTY COMMISSIONERS

MEETING REQUEST FORM

Meeting Date Requested: December 6, 2016	Presenters Name & Title: Devon Brubaker, Airport Manager
Department or Organization: Rock Springs Sweetwater-County Airport	Contact Phone and E-mail: 307-705-7223 dbrubaker@rockspringsairport.com
Exact Wording for Agenda: Airport Budget Update	Preference of Placement on Agenda & Amount of Time Requested for Presentation: Before Budget Amendment Hearing 15 Minutes
Will there be Handouts? (If yes, include with meeting request form) Yes	Will handouts require SIGNATURES: No
Additional Information: <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <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
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- Any documents requiring **Board Action** or **signature** are considered agenda items and need to be requested in the same manner.

Rock Springs-Sweetwater County Airport

Building a Stronger Future



ROCK SPRINGS-SWEETWATER COUNTY AIRPORT

Sweetwater County Commission Meeting
December 6, 2016

Airport Overview

- * 34,000+ Annual Passengers
- * 16,600+ Annual Aircraft Operations
- * 1,175,000 Pounds of Air Freight Annually
- * 400,000+ Gallons of Fuel Annually
- * 1,241 Acre Property
- * 65.75 Lane Miles of Pavement
- * 108,000 Square Feet of Facilities
- * Generates in excess of \$27 Million in Annual Local Economic Impact

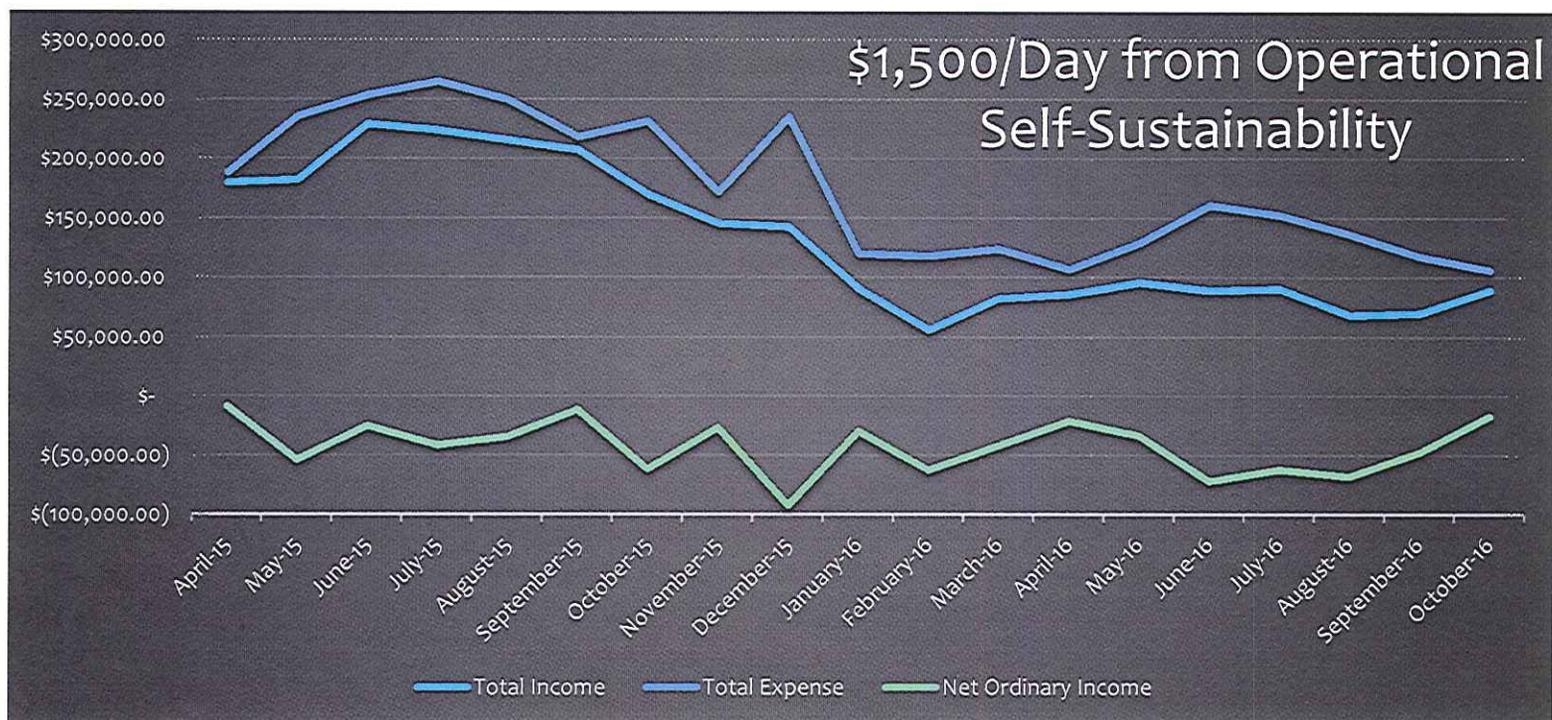
Personnel

- * 1 Airport Manager & 1 Airport Business Manager
- * 7 Operations Specialists provide 17.5 hours of coverage per day, 365 days/year
 - * Satisfy FAA Aircraft Rescue Firefighting Requirements
 - * ARFF, FF1, FF2, EMR Certified
 - * Serve as FAA Certified Aircraft Fuelers
 - * Customer Service
 - * Greet every GA Customer, Fuel, and then Process Transactions with 1st Class Service
 - * Maintenance
 - * Airfield, Building, Grounds, & Fleet Maintenance
 - * Additional Certifications/Job Duties
 - * 2 are DEQ Underground Storage Tank Class A Certified
 - * 1 is DEQ Water & Wastewater Treatment Operator Certified

What are we doing?

- * Reducing Expenditures
 - * Monitoring and Controlling Labor Expense
 - * Renegotiating Vendor Contracts or Eliminating Contracts
 - * Targeted Capital Investments to reduce operating expenses
 - * Reduction in Legal Council Usage
 - * Reduction in Outsourcing Maintenance/Repair Activities
- * Increasing Revenues
 - * Terminal Advertising
 - * Lease Rate Increases (Airline, Hangars, Rental Cars)
 - * Rental Car Service Facility
 - * FBO Service, Asking for Sales, Increasing Fuel Sales

Pursuit of Self-Sustainability



FY17 Budget Overview

Budgeted Revenues

(w/o County & City Funds)

\$10,903,724

Includes \$8,588,125 in Grants

Budgeted Expenses

\$11,685,599

Includes \$8,761,067 in Capital

FY2017 YTD Financials

Operating Revenues

\$104,834.35 Below Budget

Operating Expenses

\$58,384.70 Below Budget

Operating Deficit

\$46,449.65

Based on our most recent trend analysis, we expect this gap to narrow gradually over the remainder of the FY through our efforts to diversify revenues and reduce expenses.

County & City Funds

County

\$521,247.00

4.68% Reduction vs. FY16

\$492,156 was approved by SWCO

City

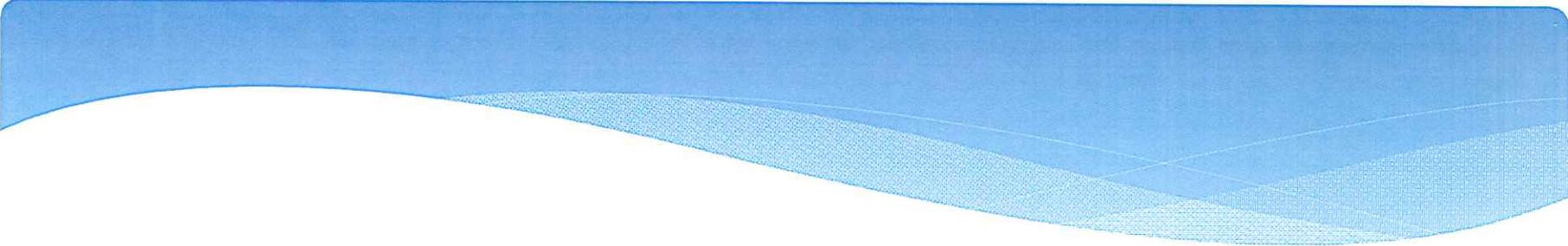
\$260,624.00

4.68% Reduction vs. FY16

\$260,624 was approved by RS

Based on the Joint Power Agreement, the County fulfills 2/3 and the City fulfills 1/3 of the needed funding for the airport.

With the reduction of \$29,091 in County Funding, the City's Portion would have to be reduced by \$14,545.50 which would create a budget shortfall combined with our operating deficit of \$90,086.15.



By fulfilling the full amount needed by the Airport, the County will allow the airport to continue to maintain the necessary staffing levels and safety standards as required by the Federal Aviation Administration as well as continue to provide service to the Oil, Natural Gas, Trona, Phosphates, Health Care, Freight, Wildland Management, and various other industries that rely on the airport to support their operations throughout the County.

BOARD OF COUNTY COMMISSIONERS

MEETING REQUEST FORM

Meeting Date Requested: 12/6/16	Presenters Name & Title: Bonnie Berry, Accounting Manager
Department or Organization: Clerk's Office	Contact Phone and E-mail: 307-872-3762
Exact Wording for Agenda: Budget Amendment	Preference of Placement on Agenda & Amount of Time Requested for Presentation: 8:30, 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.

RESOLUTION 16-12-CL-01
SWEETWATER COUNTY
BUDGET AMENDMENT

DUE to additional funding needed by the Rock Springs Sweetwater County Airport, in the amount of \$29,091.90,

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

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

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

Expenditures Increase General Fund:

Rock Springs Sweetwater County Airport	\$29,091.90
--	-------------

General County Reserves Decrease:

Cash Carryover	(\$29,091.90)
----------------	---------------

Dated at Green River, Wyoming this 6th day of December, 2016.

BOARD OF COUNTY COMMISSIONERS
SWEETWATER COUNTY, WYOMING

Wally J. Johnson, Chair

John K. Kolb, Member

Don Van Matre, Member

Randy Wendling, Member

ATTEST:

Steven Dale Davis, County Clerk

Reid O. West, Member

NOTICE OF PUBLIC HEARING
SWEETWATER COUNTY
BUDGET AMENDMENT

Notice is hereby given of a Public Hearing to amend the Rock Springs Sweetwater County Airport budget within the Sweetwater County 2016-2017 budget in the amount of \$29,091.90 due to additional funding needed,

Said hearing will be held at the Sweetwater County Commissioners' meeting room in the County Courthouse in Green River, Wyoming on the 6th day of December, 2016 at 8:30 A.M. At this time, any and all interested persons may appear and express their opinion regarding the budget amendment.

Dated at Green River, Wyoming this 29th day of November, 2016.

Board of County Commissioners
Sweetwater County, Wyoming

Attest:

(s) Wally J Johnson, Chair

(s) Steven Dale Davis, County Clerk

Please Advertise as a Legal Advertisement on November 30, 2016.

BOARD OF COUNTY COMMISSIONERS

MEETING REQUEST FORM

Meeting Date Requested: December 6, 2016	Presenters Name & Title: Krisena Marchal, Grants Manager Larry Lloyd, Executive Director Mike Lowell, Sheriff
Department or Organization: Grants Administration Sweetwater Events Complex Sheriff's Office	Contact Phone and E-mail: (307) 872-3888 marchalk@sweet.wy.us
Exact Wording for Agenda: 2015 State Homeland Security Grant - Main Emergency Shelter Project	Preference of Placement on Agenda & Amount of Time Requested for Presentation: 10 minutes
Will there be Handouts? (If yes, include with meeting request form) Yes - attached	Will handouts require SIGNATURES: No
Additional Information:	
Please see attached summary.	

To: Sweetwater County Commissioners
From: Krisena Marchal
Subject: BOCC Meeting 12/6/16
 2015 State Homeland Security Grant - Main Emergency Shelter Project

Executive Summary:

The Sweetwater Events Complex was identified as the "Main Emergency Shelter" in the Population Protection Annex for residents in the area by Sweetwater County Emergency Management. It could also be used as a "Point of Distribution" by Public Health if needed to distribute mass quantities of vaccines.

At present, the Sweetwater Events Complex has no backup power system for the main building that would serve as the "Main Emergency Shelter." Earlier this year Sweetwater County was awarded a 2015 State Homeland Security Grant in the amount of \$45,237.00 for a generator to alleviate this situation. However there is a shortfall of \$116,839 to complete the project.

MAIN EMERGENCY SHELTER PROJECT BUDGET			
Cost Descriptions	Grant Award	Shortfall	Total Cost
•Diesel Powered Generator (with switching equipment)	45,237	15,079	\$60,316
•Relocate Existing Power Supply	0	73,200	\$73,200
•Concrete and Asphalt Repair	0	21,600	\$21,600
•Fencing and Security Barricades	0	6,960	\$6,960
TOTAL	\$45,237 28%	\$116,839 72%	\$162,076 100%

Staff Comments:

1. Wyoming Homeland Security had indicated the project could be phased out and additional grant applications could be submitted to complete the project. That is no longer the case.
2. Wyoming Homeland Security will no longer release the current grant award unless Sweetwater County assures them that the project will be completed and the generator will be functional.
3. The specifications for the generator were prepared by Codale Electric/Energy Management Corporation based on the power requirements of only the main hall.

OPTIONS (POSSIBLE MOTION):

1. Return the Grant Award
2. Pay the project shortfall (FY17 Grant Project Match funding or a Budget Amendment)
3. Other?



Visit us online at: www.emcsolutions.com

Utah:
Corporate Headquarters
501 W. 700 S.
Salt Lake City, UT 84101
PH: 801.366.4100
PH: 800.433.4548
FX: 801.487.7437

Colorado:
4905 "B" Ironton St.
Denver, CO 80239
PH: 303.574.9448
PH: 800.511.7734
FX: 303.574.9389

Idaho:
7292 W Airway Ct
Boise, ID 83709
PH: 208.322.8100
FX: 208.322.5400

California:
Energy Management
Electric Corp.
GP Electric Motor
1020 Price Street
Pomona, CA 91767
PH: 909.865.2291
FX: 909.622.4007

August 28, 2015

**Quote #85321 Sweetwater Events Center Generator Quotation
Rock Springs, WY**

TO WHOM IT MAY CONCERN:

In Conjunction with Codale Rock Springs, Energy Management Corporation is pleased to present the following quote for the emergency standby power generation system for the Sweetwater Events Center Emergency and Secondary Buildings to meet your project needs.

Quantity 1 - Generac industrial diesel engine driven generator, turbocharged/aftercooled 6 cylinder 8.7L engine, consisting of the following features and accessories:

- **SD0250GG178.7D18HPYY3**
- **Stationary Emergency-Standby rated**
- **250 kW Rating, synchronous alternator, wired for 120/208 VAC 3 Phase, 60 HZ**
- **Permanent magnet excitation**
- **H-100 Control Panel**
 - **Meets NFPA 99 and 110 requirements**
 - **Temp Range -40 to 70 degrees C**
 - **Digital microprocessor:**
 - **Two 4 line x 20 displays, full system status**
 - **3 phase sensing, +/-0.25% digital voltage regulation**
 - **RS232, RS485 and Canbus remote ports**
 - **Waterproof connections**
 - **All engine sensors are 4-20 ma for minimal interference**
 - **Programmable I/O**
 - **Built-in PLC for special applications**
 - **Engine function monitoring and control:**
 - **Full range standby operation; Programmable auto crank, Emergency Stop, Auto-Off-Manual switch**
 - **Isochronous governor, +/-0.25% frequency regulation**
 - **Full system status on all AC output and engine function parameters**
 - **Service reminders, trending, fault history (alarm log)**
 - **I2T function for full generator protection**
 - **Selectable low-speed exercise**
 - **HTS transfer switch function monitoring and control**
 - **2-wire start controls for any 2-wire transfer switch**

- **Electronic governor Frequency regulation, no-load to full-load Steady state regulation +/- 0.25%**
- **1000A UL mainline circuit breaker**
- **Standard weather protective enclosure**
 - **Industrial Grey Enclosure, powder paint finish**
- **Critical muffler - installed**
- **110AH, 925 CCA, group 31**
 - **battery w/rack-Installed**
- **10AMP battery charger-Installed**
- **Battery heating pad, Installed**
- **Battery charging alternator**
- **Battery cables**
- **Battery tray**
- **Fuel shut-off solenoid valve**
- **Solenoid activated starter motor**
- **Fuel filter and water separator**
- **Air cleaner and oil filter with internal bypass**
- **Oil and antifreeze**
- **Oil and radiator drain extensions**
- **Vibration isolators between engine/alternator and base frame**
- **Standard flex exhaust**
- **Coolant heater, 2000W 240V**
- **36" 589 Gal DW basetank**
 - **includes fuel sender with gauge**
 - **UL approved**
- **Emergency Vent**
- **21 Light annunciator with 8 function relay - surface mount**
- **Remote Emergency Stop-Surface**
- **8 Position Load Center**
- **Standard set of 3 manuals**
- **IBC Seismic Certified**
 - **OSHPD seismic cert preapproval**
- **Listed to standard UL2200**
- **Block heater 2000W 240V**
- **STD 2-year limited warranty**
- **STD Electronic Governor**
- **EPA Certified Engine**
- **SCAQMD Certified Engine**

Quantity 1 - 1 One automatic transfer switch consisting of the following typecode and components:

- **GTS120N-3G2LDNCY**
- **Rated at 1200 amps, 3 Pole construction Operating at 60 HZ, 208 Volts 3 phase, with 2-wire start circuit**
- **Utility voltage sensing controls: * Drop-out and pick-up * Utility interrupt delay**

- Adjustable logic controls * Minimum standby voltage * Minimum standby frequency * Engine warmup * Inphase monitor * Time delay neutral * Return to utility * Engine cooldown * Transfer on exercise
- Signal B4 transfer contacts
- Double set of auxiliary contacts
- NEMA 3R Enclosure
- Standard set of 3 manuals
- UL 1008 listed
- CSA Certified
- Standard 2 Year warranty
- 4 Hour Load Bank with Report
- Factory Authorized Startup
- 2 Hour Factory Authorized Training
- Freight FOB Factory, Allowed Jobsite

Total investment for the above equipment (Not including any applicable tax):

\$60,316.00

Thank you for the opportunity to be of service with your standby generator needs. Should you have any questions regarding this proposal, please feel free to contact me directly.

NOTES AND CLARIFICATIONS:

1. This quotation is our best interpretation of the project plans and specifications available to us at the time if bid. It is our intent to meet the project requirements, subject to approved submittals. This quotation is per the above bill of materials and not plan and specification. Quoted price does not include taxes, installation, mounting, wiring or other items not specifically designated or quoted herein.
2. This quotation is valid for 30 days from bid date.
3. Allow 2 weeks for submittals after order.
4. Order is subject to credit approval. Payment terms are net 30 days with approved Credit.
5. **Current lead time is estimated at 13 to 14 weeks after written receipt of release and approved submittals. Lead times are estimates only and are subject to change.**
6. FOB-Point of Shipment, Freight is Prepaid and Added to the Invoice unless otherwise specified. Shipping Method is Ground Motor Freight, Best Way.
7. Factory Authorized Start up services may be required to validate Generac warranty. If required, startup services are included in the above price, provided start up is scheduled during standard business hours. Weekend and evening start-up hours will incur additional charges. Full warranty terms and conditions are available upon request.
8. Please reference the above quotation number on your purchase order. By doing so you hereby acknowledge and agree to the terms and conditions set forth herein.

Respectfully submitted,

Dave Petersen

Dave Petersen, M.E.E., E.M., C.E.C.A.

Division Manager,

Major Projects, Project Management & Bid Spec Groups



PH: 801-366-4100 FX: 801-487-7437

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BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

Meeting Date Requested: 12/06/2016	Presenters Name & Title: Sheriff Mike Lowell
Department or Organization: Sweetwater County Sheriff Office	Contact Phone and E-mail: 307-922-5316 stickneyp@sweet.wy.us
Exact Wording for Agenda: Automobile Lease Agreement	Preference of Placement on Agenda & Amount of Time Requested for Presentation: 5 min
Will there be Handouts? (If yes, include with meeting request form) no	Will handouts require SIGNATURES: yes
Additional Information: <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <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.

Automobile Lease Agreement

This Agreement is made and entered into by and between the Board of County Commissioners for Sweetwater County, Wyoming, 80 West Flaming Gorge Way, Green River, WY, 82935, (hereinafter referred to as Lessee), and Whislers Chevrolet, Rock Springs, Inc., 2200 Foothill Boulevard, Rock Springs, WY, 82901-5602, (hereinafter referred to as Lessor).

Section One: Recitals

Lessee requires the use of automobiles by the Sweetwater County Sheriff's Office for surveillance and special operations, including meeting with Confidential Informants, where the use of Sheriff's Office automobiles would make the surveillance and special operations ineffective.

Lessor is willing and able to provide various automobiles to Lessee for utilization by the Sweetwater County Sheriff's Office in surveillance and special operations.

Section Two: Lessor's Responsibilities

Lessor shall designate and supply a form that will be used when Lessee's agent or employee takes possession of and returns automobiles. The form will reflect the mileage and any damage to the automobile, and the level of fuel in the fuel tank, at the time possession and when it is returned.

Lessor shall be responsible for all routine automobile maintenance, including but not limited to the replacement of all fluids, filters, belts, lubricants, hoses and tires, as necessary.

Lessor shall keep confidential the name and identity of any of Lessee's agents or employees who take possession of any automobile and shall not disclose to any third party, a description or other identifying information relating to any automobile leased by Lessee.

Section Three: Lessee's Responsibilities

Lessee or its agent or employee shall insure that the form designated and supplied by Lessor is fully and properly completed prior to taking possession of any automobile and upon the return of any automobile.

Lessee shall return all automobiles with the level of fuel in the fuel tank at or above the level noted when possession of the automobile was taken.

Lessee shall provide proof of automobile liability insurance to Lessor.

Lessee shall not display any Demo or Full Use automobile dealer license plates while actively engaged in any surveillance or special operation, but will instead display license plates issued pursuant to Wyoming Statute § 31-2-207.

Any agent or employee of Lessee who takes possession of or operates any leased automobile must provide Lessor with a photocopy of their driver's license.

Lessee shall provide Lessor with a list of agents or employees authorized to take possession of Lessor's automobiles.

Lessee shall care for any of Lessor's automobiles, while in its possession, in accordance with Lessee's policy relating to the care of automobiles.

Lessee shall utilize Lessor's automobiles only for the purpose specified in Section One above, and there shall be no use of any leased automobiles by any off duty employee or agent of the Lessee.

Lessee shall secure any leased automobile kept overnight, in accordance with its policy relating to securing automobiles.

Lessee shall notify Lessor as far in advance as practical or its need for an automobile pursuant to this agreement.

Section Four: Payment Terms

Lessee shall pay Lessor ten dollars (\$10.00) per year.

Section Five: Availability of Funds

The payment obligation of Lessee is conditioned upon the availability of government funds which are appropriated or allocated for the payment of the obligation. If funds are not allocated and available for the services performed herein, either party may terminate this Agreement. Lessee shall notify Lessor at the earliest possible time of the services which will or may be affected by the shortage of funds. No penalty shall accrue to either party in the event this provision is exercised, and neither party shall be obligated or liable for any future payments due or for any damages as a result of termination under this section.

Section Six: Loss or Damage

Lessee assumes and shall bear the entire risk of loss or damage to any automobile leased pursuant to this Agreement. No loss or damage to any leased automobile, or any part thereof, shall affect or impair any of the obligations of Lessor hereunder, and this Agreement shall continue in full force and effect notwithstanding such loss or damage to any leased automobile. Lessee shall maintain at all times during its possession insurance covering the leased automobiles of which it takes actual possession. Lessor shall not be a designated loss payee, but will instead be entitled to payment by the Lessee for actual loss or damage.

Section Seven: Term of Agreement

This Agreement shall remain in full force and effect for a one-year period commencing upon the date the Lessor accepts payment.

Section Eight: Termination and Renewal of Agreement

This Agreement is terminable immediately or renegotiable upon written notice of the desire to terminate or renegotiate by either party to the other.

The parties may renew this Agreement by providing written notice to the other party at least thirty (30) days before the expiration or termination of this Agreement that said party intends to renew this Agreement.

Section Nine: Sovereign Immunity

Lessee does not waive its sovereign immunity by entering into this Agreement, and fully retains all immunities and defenses provided by law with respect to any action based upon or occurring as a result of this Agreement.

Section Ten: Absence of Waiver

The failure of any parties to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the terms and conditions shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

Section Eleven: Governing Law, Jurisdiction and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Wyoming, and any venue for any action arising under this agreement shall be the Third Judicial District of the State of Wyoming, in and for Sweetwater County.

Section Twelve: Entire Agreement

This Agreement shall constitute the entire agreement between the parties, and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding on any party except to the extent incorporated in this Agreement.

Section Thirteen: Modification of Agreement

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each part or an authorized representative of each party.

Section Fourteen: Assignment of Rights

The rights of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity.

Section Fifteen: Partial Invalidity

The partial invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if both parties, subsequent to the invalidation of any provisions, had executed them.

Section Sixteen: Kickbacks

Lessor certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement.

Section Seventeen: Titles Not Controlling

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

Section Eighteen: Signatures

In witness whereof, each party to this Agreement has caused it to be executed in the County of Sweetwater, on the dates indicated below.

Board of Sweetwater County Commissioners

Attest:

By:

Wally Johnson, Chairman

Dale Davis,
Sweetwater County Clerk

John K. Kolb, Member

Don Van Matre, Member

Reld O. West, Member

Randy Wendling, Member

Sweetwater County Sheriff's Office

By:

Mike Lowell, Sheriff of
Sweetwater County

Date:

By:

Whisler Chevrolet Representative
Rock Springs, Inc.

Date:

BOARD OF COUNTY COMMISSIONERS

MEETING REQUEST FORM

Meeting Date Requested: December 6, 2016	Presenters Name & Title: Mike Bournazian County Fire Warden
Department or Organization: Sweetwater County Fire Department	Contact Phone and E-mail: 307-922-5360
Exact Wording for Agenda: Sweetwater County Fire Department update of the 2016 fire season.	Preference of Placement on Agenda & Amount of Time Requested for Presentation: Anytime <i>20-min</i>
Will there be Handouts? (If yes, include with meeting request form) No	Will handouts require SIGNATURES:
Additional Information:	

• INSTRUCTIONS

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

BOARD OF COUNTY COMMISSIONERS

MEETING REQUEST FORM

Meeting Date Requested: December 6th or 20th	Presenters Name & Title: Marty Gifford, Ira Dickinson
Department or Organization: UW Extension	Contact Phone and E-mail: 307-352-6775
Exact Wording for Agenda: Appreciation Gift for Commissioners	Preference of Placement on Agenda & Amount of Time Requested for Presentation: Morning; 10-15 minutes
Will there be Handouts? (If yes, include with meeting request form)	Will handouts require SIGNATURES:
Additional Information:	
Would like to take a picture for the newspaper. Gift was hand made by 4-H member Ira Dickinson.	

• **INSTRUCTIONS**

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BOARD OF COUNTY COMMISSIONERS

MEETING REQUEST FORM

Meeting Date Requested: December 6, 2016	Presenters Name & Title: Jenissa Meredith, Executive Director
Department or Organization: Sweetwater County Joint Travel & Tourism Board	Contact Phone and E-mail: (307) 382-2538 jmeredith@tourwyoming.com
Exact Wording for Agenda: Sweetwater County Lodging Tax Board: Resolution to Amend the Lodging Tax Board Joint Powers Agreement	Preference of Placement on Agenda & Amount of Time Requested for Presentation: Flexible: 10-15 minutes
Will there be Handouts? (If yes, include with meeting request form) Amendment to the Lodging Tax Board Joint Powers Agreement	Will handouts require SIGNATURES: Yes
Additional Information:	
The Sweetwater County Travel and Tourism Board is requesting that the County Commissioners, along with the other four parties, pass a resolution to amend the Lodging Tax Board Joint Powers Agreement to reflect the current 3% lodging tax collection rate, extend board member term limits and remove the Wyoming Travel Commission language as the Travel Commission no longer exists. The Attorney General's office has provided a preliminary approval and will review the amendment again once each party has passed a resolution.	

• **INSTRUCTIONS**

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Sally Shoemaker

From: Jenissa Meredith <jmeredith@tourwyoming.com>
Sent: Wednesday, November 16, 2016 9:09 AM
To: Sally Shoemaker
Cc: Admin T&T
Subject: Resolution to Amend JPA Dec. 6th
Attachments: AG Letter[1].pdf; Amendment[1].pdf; Joint Powers Agreement(signed-1991).pdf
Importance: High

Dear Sally Shoemaker,

The Attorney General's office has given a preliminary approval of the amendment to the lodging tax board joint powers agreement and now each party will need to pass a resolution approving the amendment.

After each party has passed a formal resolution, the AG office will be approached again for final approval. I have attached the original joint powers agreement, the preliminarily approved amendment and the letter from the AG office for the county's legal review.

Can you please add this resolution to the [December 6, 2016 county commissioners meeting agenda](#) for a vote?

Please let me know if you have any questions or if you need anything additionally from me.

Thanks!

Jenissa J. Meredith
Executive Director
Sweetwater County Joint
Travel & Tourism Board
404 N Street, Suite 304
Rock Springs, WY 82901

{307} 382.2538

{307} 382.3095 F

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Sweetwater County WYOMING

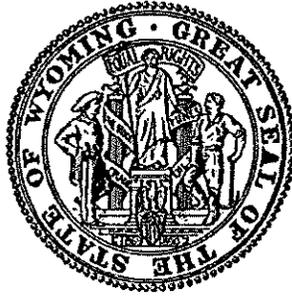
JOINT TRAVEL & TOURISM BOARD
404 N Street, Suite 304
Rock Springs, WY 82901
(307) 382 2538

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www.tourwyoming.com/app

<http://www.tourwyoming.com/app>



Office of the Attorney General

Governor
Matthew H. Mead

Attorney General
Peter K. Michael

Tort Litigation Division
Kendrick Building
2320 Capitol Avenue
Cheyenne, Wyoming 82002
307-777-6886 Telephone
307-777-8920 Fax

Chief Deputy Attorney General
John G. Knepper

Division Deputy
Daniel F. White

November 9, 2016

Tammy J. Harris
409 Broadway Suite A
PO Box 1020
Rock Springs, WY 82902

Re: Amendment Sweetwater County Joint Travel and Tourism Board

Dear Ms. Harris,

As we discussed on the phone, I received a copy of the Amendment to the Sweetwater County Joint Travel and Tourism Board. Generally, I cannot review a document that isn't executed by all parties and would hope that any further amendments or agreements would be submitted in final form; however, in order to help move the process along, I cursorily reviewed the Amendment and found problems that require attention

First, while Section 4 of the Amendment mentions that all members shall be qualified electors, as required by statute. This same "qualified electors" requirement must also be in Section 5 "Appointment and Terms of Office." Wyoming Statute § 16-1-106(a).

Next, the amended language for Section 5 states that terms shall be for three year terms; however, the statute requires staggered terms and then subsequent three year terms. *Id.*

Lastly, the title to this document has a spelling error in the word "Amendment."

I cannot assure that the Amendment will receive approval by the Attorney General after resubmission, but hopefully addressing these errors and a final review by the parties of the statutory requirements, will result in final approval.

If you have any questions, please feel free to contact me at 307-777-3611.

Sincerely,

A handwritten signature in blue ink that reads "Samm Caselli". The signature is written in a cursive, flowing style.

Samm Caselli
Assistant Attorney General

AMENDMENT TO JOINT POWERS AGREEMENT

SWEETWATER COUNTY JOINT TRAVEL AND TOURISM BOARD

THIS AMENDMENT TO JOINT POWERS AGREEMENT is made and entered into to be effective the _____ day of _____, 2016, by and between SWEETWATER COUNTY, WYOMING, acting by and through its Board of County Commissioners and the following municipal corporations located within Sweetwater County, Wyoming, CITY OF GREEN RIVER, CITY OF ROCK SPRINGS, TOWN OF SUPERIOR, and TOWN OF WAMSUTTER.

WITNESSETH:

WHEREAS, the Parties originally entered into the Joint Powers Agreement (hereinafter "Original Agreement") on the ___ day of _____, after a majority of the qualified electors of Sweetwater County, casting ballots at a special election originally approved a county lodging tax of two percent (2%) and then approved an increase in the county lodging tax to three percent (3%) on the ___ day of _____; and,

WHEREAS, the Parties now desire to amend certain paragraphs of said agreement; and

WHEREAS, all parties to the original Joint Powers Agreement Sweetwater County Joint Travel and Tourism Board agree to said amendments.

NOW, THEREFORE, BE IT RESOLVED BY THE PARTIES AS FOLLOWS:

1. Paragraph 4 of the Original Agreement is hereby amended to read as follows:

"4. JOINT POWERS BOARD: There is hereby created, pursuant to Wyoming Statutes, a joint powers board to be known as the "Sweetwater County Joint Travel and Tourism Board." The board shall consist of 11 members who shall be qualified electors of Sweetwater County, Wyoming. The Board shall carry out the purposes of this "Joint Powers Agreement" pursuant to the powers of the Parties hereto and the powers and duties delegated to the Board through this agreement and pursuant to the applicable Wyoming Statutes."

2. Paragraph 5 of the Original Agreement is hereby amended to read as follows:

“5. APPOINTMENT AND TERMS OF OFFICE

All of the appointments to the Board shall be of qualified electors of Sweetwater County, Wyoming and shall be made by the Parties to this Agreement acting through their respective Governing Bodies and shall be for terms of three years as hereinafter provided with the right of reappointment, provided that no member shall serve more than three (3) consecutive terms. The composition of the Board shall be as follows:

<u>Party</u>	<u>Number of Board Members</u>
Sweetwater County	(1)
Green River	(2)
Rock Springs	(6)
Superior	(1)
Wamsutter	(1)

Vacancies for unexpired terms shall be filled by the governing body responsible for the appointment which has become vacant.

All board members shall be required to take an oath of office similar in nature to the oath of office for elected officials in the State of Wyoming.

Any member of the Board may be removed by the governing body of the party appointing the member.

The majority of the Board membership shall be comprised of representatives of the travel and tourism industry and the Parties shall take this requirement into consideration when making their respective appointments to the Board to insure that this requirement is met.

The makeup of the board may be changed only upon the agreement of all the Parties hereto, and after a finding that the percentage of the total number of lodging rooms in any given community which is a party hereto has substantially changed.”

IN WITNESS WHEREOF, the undersigned have executed this Amendment To Joint Powers Agreement on behalf of the Parties hereto, to be effective as of the day and year first above written.

BOARD OF COUNTY COMMISSIONERS
SWEETWATER COUNTY, WYOMING

ATTEST

By: _____ By: _____
Sweetwater County Clerk Chairman

CITY OF GREEN RIVER, WYOMING

ATTEST

By: _____ By: _____
Clerk Mayor

CITY OF ROCK SPRINGS, WYOMING

ATTEST

By: _____ By: _____
Clerk Mayor

TOWN OF SUPERIOR, WYOMING

ATTEST

By: _____ By: _____
Clerk Mayor

TOWN OF WAMSUTTER, WYOMING

ATTEST

By: _____ By: _____
Clerk Mayor

APPROVED this _____ day of _____, 2016.

STATE OF WYOMING

Attorney General

This Amendment to Agreement is been approved because it is compatible with the laws and constitution of Wyoming, as required by W.S. 16-1-105 (a) (ii). In approving this Amendment to Agreement, the Attorney General does not approve nor disapprove of any specific plan for financing the project authorized by this Agreement.

In accordance with W.S. ' 16-1-105 (a) (ii), this Amendment to Joint Powers Agreement has been reviewed and the Attorney General has determined that the Amendment to Agreement is compatible with the laws and the constitution of the State of Wyoming. The approval of this Amendment to Agreement by the Attorney General is limited to the terms and conditions of the agreement itself and the approval does not extend to any individual project, nor the financing of any individual project, contemplated under the agreement.

APPROVED this _____ day of _____, 2016

STATE OF WYOMING

Attorney General

AT _____

OCT 11 1991

229
SECRETARY OF STATE

JOINT POWERS AGREEMENT

SWEETWATER COUNTY JOINT TRAVEL AND TOURISM BOARD

THIS JOINT POWERS AGREEMENT is made and entered into to be effective the _____ day of August, 1991, by and between SWEETWATER COUNTY, WYOMING, acting by and through its Board of County Commissioners and the following municipal corporations located within Sweetwater County, Wyoming, CITY OF GREEN RIVER, CITY OF ROCK SPRINGS, TOWN OF SUPERIOR, and TOWN OF WAMSUTTER, pursuant to the provisions of Wyoming Statutes Sections 39-6-412 and 16-1-104.

W I T N E S S E T H:

WHEREAS, the parties desire to promote local travel and tourism and by resolution requested an election on the proposition to impose an excise tax upon the sales price paid for lodging services; and

WHEREAS, said proposition was submitted at a special election and the proposition for the county lodging tax of two percent (2%) was approved by a majority of the qualified electors of Sweetwater County casting their ballots at said election; and

WHEREAS, the proceeds of such tax are to be used to promote local travel and tourism; and

WHEREAS, Wyoming Statutes Section 39-6-412 requires the formation of a joint powers board by the County and a majority of the municipalities within the County to control the expenditure of the amounts collected from said tax; and

WHEREAS, Wyoming Statutes Sections 16-1-101, et seq. authorize cooperation between public entities and set forth the requirements to create and conduct said joint powers board.

NOW, THEREFORE, BE IT RESOLVED BY THE PARTIES AS FOLLOWS:

1. DEFINITIONS. In this agreement:

(a) "County" means the County of Sweetwater, State of Wyoming, acting by and through its Board of County Commissioners.

(b) "Board" means the Sweetwater County Joint Travel and Tourism Board established by this agreement.

RECEIVED
OCT 11 1991
SECRETARY OF STATE

(c) "Municipality" means the following municipal corporations, located within Sweetwater County, Wyoming: City of Green River, City of Rock Springs, Town of Superior, and Town of Wamsutter.

(d) "Parties" means the entities adopting the resolution and approving this joint powers agreement consisting of Sweetwater County and the municipalities described in paragraph (c) above.

(e) "Governing Body" means the Board of County Commissioners of Sweetwater County and the Mayor and Council of the municipalities described in paragraph (c) above.

2. PURPOSE. The purpose of this joint powers agreement is to provide for the establishment of a joint powers board pursuant to Wyoming law to promote local travel and tourism within the County and Municipalities and to receive and spend the revenues from the excise tax on lodging services.

3. DURATION. This agreement and the Board created hereby shall continue until the proposition for the continuation of the county lodging tax is defeated by the qualified electors pursuant to the provisions of Wyoming Statutes, Section 39-6-412(e), or until terminated as hereinafter provided.

4. JOINT POWERS BOARD. There is hereby created, pursuant to Wyoming Statutes Section 39-6-412, a joint powers board to be known as the "Sweetwater County Joint Travel and Tourism Board." The board shall consist of 11 members, ten (10) of whom shall be qualified electors of Sweetwater County, Wyoming, and one (1) of whom shall be a member of the Wyoming Travel Commission appointed to represent the district in which Sweetwater County is located. The board shall carry out the purposes of this "Joint Powers Agreement" pursuant to the powers of the parties hereto and the powers and duties delegated to the Board through this agreement and pursuant to the applicable Wyoming Statutes.

5. APPOINTMENT AND TERMS OF OFFICE.

Ten (10) of the appointments to the Board shall be made by the parties to this Agreement acting through their respective Governing Bodies. The initial appointments by the Governing Bodies shall be for staggered terms of one, two and three years as hereinafter provided with the right of reappointment, provided that no member shall serve more than two (2) consecutive terms. The composition of the Board shall be as follows:

Party	Number of Board Members	No. of Appointments for Initial Term
Sweetwater County	(1)	One for Two Year Term
Green River	(2)	One for One Year Term One for Three Year Term
Rock Springs	(5)	One for One Year Term Two for Two Year Term Two for Three Year Term
Superior	(1)	One for Two Year Term
Wamsutter	(1)	One for Three Year Term

All appointments after the initial term shall be for three (3) years.

The 11th member shall be a member of the Wyoming Travel Commission appointed to represent the district in which Sweetwater County is located.

Vacancies for unexpired terms shall be filled by the governing body responsible for the appointment which has become vacant.

All board members shall be required to take an oath of office similar in nature to the oath of office for elected officials in the State of Wyoming.

Any member of the board may be removed by the governing body of the party appointing the member.

The majority of the Board membership shall be comprised of representatives of the travel and tourism industry and the Parties shall take this requirement into consideration when making their respective appointments to the Board to insure that this requirement is met.

It is agreed that in the event the member of the travel commission does not reside in Rock Springs, Sweetwater County agrees to appoint as its member a resident from within the jurisdictional limits of Rock Springs.

The make-up of the board may be changed only upon the agreement of all the parties hereto, and after a finding that the percentage of the total number of lodging rooms in any given community which is a party hereto has substantially changed.

6. ORGANIZATION OF THE BOARD. Promptly following the initial appointment of its members, the Board shall meet, organize and elect from its membership a chairman, vice-chairman, secretary and treasurer. The secretary of the Board shall notify the parties of the Board's organization and shall file a certificate with the County Clerk of Sweetwater County, Wyoming and the Secretary of State of

Wyoming showing its organization as set forth and required by Wyoming law.

Upon filing of the certificate of organization, the Board shall become a body corporate and politic, and a public corporation.

7. POWERS AND DUTIES. Subject to the provisions hereof, the Board shall have such powers and duties as are enumerated in or reasonably implied from the Wyoming Joint Powers Act, Wyoming Statutes Section 16-1-102 et seq., Wyoming Statutes Section 39-6-412, and any and all other applicable statutes of the State of Wyoming.

Within the limits of its authorized and available funds, the Board may employ technical, legal, administrative and clerical assistance and engage the services of research and consulting agencies. In the performance of its duties the Board may utilize the services of any officer or employee of a Party with the approval of that Party's governing body.

The revenues collected and distributed shall be used to promote local travel and tourism. Expenditures for travel and tourism promotion shall be limited to promotional materials, television and radio advertising, printed advertising, promotion of tours and other tourism related objectives. None of the funds shall be spent for capitol construction or improvements.

8. BOARD PROCEDURES. The Board shall adopt such policies, by-laws, and regulations, not inconsistent with this Agreement, the Wyoming Joint Powers Act, Wyoming Statutes Sections 16-1-102, et seq., Section 39-6-412, and any and all other applicable statutes, as it deems necessary or proper to carry out the business of the board.

The Board shall: (a) Keep minutes of meetings at which official action is taken, as well as financial records; (b) Fix the time and place of regular meetings, provided, that a regular meeting shall be held at least once each three (3) months; (c) Cooperate with and solicit advise from the governing bodies of the Parties hereto; (d) Report annually to the Parties as to its progress, actions, decisions and plans.

9. FISCAL PROCEDURES. The financial operations, accounting system and budget process shall be carried out by the Board in accordance with the requirements of this Agreement, and of the Uniform Municipal Fiscal Procedures Act, Wyoming Statutes Sections 16-4-101 through 16-4-124. No payment for services rendered or material or property purchased shall be made except in strict accordance with a budget and operating plan approved by the Board and except on approval of a sworn voucher in accordance with the procedures governing counties, cities and towns.

The fiscal year of the Board shall be July 1 each year to June 30 the following year.

On or before the 15th day of May of each year, the Board shall submit its budget, program, and operating plan to each of the Parties to this agreement. The operating plan shall be sufficiently detailed to eliminate ambiguities with regard to general target areas, equipment acquisition and personnel hiring. In addition the board shall provide the Parties to this agreement a report detailing its activities and expenditures within twenty (20) days after the end of each quarter. Failure to submit said information or reports shall cause funds to be held and retained until such time as sufficiently detailed information or reports are submitted.

10. TERMINATION AND DISSOLUTION. This agreement may be terminated by the parties to the agreement and shall terminate if the proposition to continue said tax is defeated. No Party may adopt a resolution to terminate this agreement or its obligations hereunder if the effect of the adoption of such resolution would violate the provisions of Wyoming Statutes Section 39-6-412, or cause or constitute a breach of any contract.

Upon termination, any funds remaining shall be distributed to the County in the proportion that the amount collected outside the corporate limits of its cities and towns bears to the total amount of funds collected in the county, and to each Municipality within the county in proportion that the amount collected within the corporate limits of each Municipality bears to the total amount collected.

11. CONTRACTING. All contracts or agreements entered into by the Board for property, materials or services shall contain a provision acknowledged by the parties thereto that no obligation of the Board shall continue beyond its existence or become the obligation of any of the Parties hereto.

12. SEVERABILITY. All provisions of this Agreement are distinct and severable and if any provision or clause shall be held invalid, illegal, unenforceable or against public policy, the validity or legality of the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.

13. DUPLICATE ORIGINALS. This agreement shall be deemed fully executed and shall become effective upon the signature of the parties hereto.

IN WITNESS WHEREOF, the undersigned have executed this Joint Powers Agreement on behalf of the parties hereto, to be effective as of the day and year first above written.

BOARD OF COUNTY COMMISSIONERS
SWEETWATER COUNTY, WYOMING

ATTEST

BY: *Chet Brown*
Sweetwater County Clerk

BY: *Fred Redmond*
Chairman

CITY OF GREEN RIVER, WYOMING

ATTEST

BY: *Norman C. Stock*
Clerk

BY: *George A. Egan*
Mayor

CITY OF ROCK SPRINGS, WYOMING

ATTEST

BY: *Paul S. Clark*
Clerk

BY: *Paul S. Clark*
Mayor

TOWN OF SUPERIOR, WYOMING

ATTEST

BY: *Phyllis Murray*
Clerk

BY: *Dan M. J.*
Mayor

TOWN OF WAMSUTTER, WYOMING

ATTEST

BY: *Anu Palmer*
Clerk

BY: *Bob L. Patterson*
Mayor

APPROVED this _____ day of _____, 1991.

STATE OF WYOMING

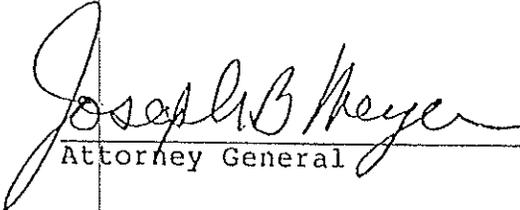
Attorney General

This Agreement has been approved because it is compatible with the laws and constitution of Wyoming, as required by W.S. 16-1-105(a)(ii). In approving this Agreement, the Attorney General does not approve nor disapprove of any specific plan for financing the project authorized by this Agreement.

In accordance with W.S. § 16-1-105(a)(ii), this joint powers agreement has been reviewed and the Attorney General has determined that the agreement is compatible with the laws and the constitution of the State of Wyoming. The approval of this agreement by the Attorney General is limited to the terms and conditions of the agreement itself and the approval does not extend to any individual project, nor the financing of any individual project, contemplated under the agreement.

APPROVED this 11th day of October, 1991.

STATE OF WYOMING



Attorney General

AGREEMENT

TWO PERCENT (2%) COUNTY LODGING TAX

The County of Sweetwater hereby contracts with the Wyoming Department of Revenue pursuant to and in compliance with Section 39-6-412, W.S. 1977, as amended, whereby the Department shall perform all functions incident to the administration of the two percent (2%) Lodging Tax Resolution of Sweetwater County, Wyoming as approved by the qualified electors at the June 25, 1991 special election.

This agreement shall remain in effect until one (1) year after the tax expires.

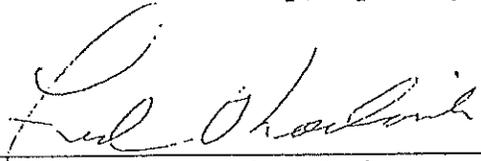
DATED this 11th day of July, 1991.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
Sweetwater County, Wyoming



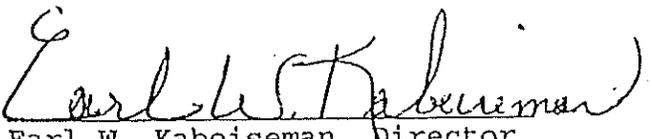
Albert B. Vesco, County Clerk



Fred Radosevich, Chairman

Approved and Accepted this 16th day of July, 1991.

WYOMING DEPARTMENT OF REVENUE



Earl W. Kabeiseman, Director

BOARD OF COUNTY COMMISSIONERS

MEETING REQUEST FORM

Meeting Date Requested: December 6, 2016	Presenters Name & Title: Mary Thoman, Chair Michael Brown, IME, Engineer Karen Pecheny, Clerk
Department or Organization: SWC Conservation District	Contact Phone and E-mail: 362-5257 admin@swccd.us
Exact Wording for Agenda: Bitter Creek Drop Structure Update	Preference of Placement on Agenda & Amount of Time Requested for Presentation: Late morning 15 min
Will there be Handouts? (If yes, include with meeting request form)	Will handouts require SIGNATURES: no
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.

Sally Shoemaker

From: Dale Davis - County Clerk
Sent: Thursday, December 01, 2016 12:28 PM
To: Sally Shoemaker
Cc: Bonnie Berry; Dale Davis - County Clerk; Vickie Eastin
Subject: FW: Combined Communications JPB
Attachments: Letter to the Commissioners.pdf

Sally,

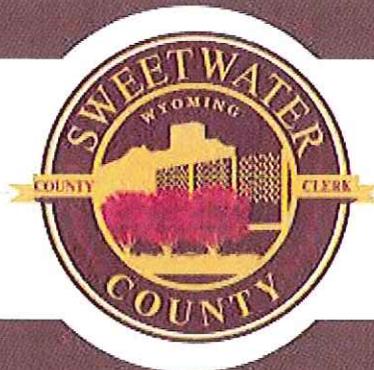
Can you forward this to the County Commissioners? Can we put this letter under other so they can give direction the Clerk's office

Dale Davis, CERA

County Clerk

80 West Flaming Gorge Way, Suite 150
Green River, WY 82935

Ph: (307) 872-3732 Green River
Ph: (307) 922-5208 Rock Springs
Fx: (307) 872-3994
Ph: (307) 872-3765 Direct Line



From: Bonnie Berry
Sent: Wednesday, November 30, 2016 1:28 PM
To: Dale Davis - County Clerk
Subject: FW: Combined Communications JPB

Hi Dale,

Here's a letter I got requesting a budget amendment for CCJPB. Let me know what you would like me to do.

Thanks,
Bonnie

From: Drew Varley [<mailto:drew.varley@gmail.com>]
Sent: Wednesday, November 30, 2016 11:28 AM
To: Bonnie Berry
Cc: Robin Etienne; Jim Wamsley; Dale Davis - County Clerk
Subject: Combined Communications JPB

Bonnie,

We keep missing each other on the phone, so I figured I would just send you an email and we can go from there. I am attaching a letter that the Board of Directors asked me to write, requesting that the Commissioners amend the County's budget to reflect the full funding request. If there is anything else you or the Commission needs from the Board or myself please don't hesitate to contact me or Robin Etienne, the Executive

Director. Robin's contact info is included in the letter, and he has been CC'd on this email as well as the Board Chairman, Jim Wamsley.

Thanks,

Andrew K. Varley, CPA

Heyborne, Radakovich & Company, P.C.

1575 Dewar Drive, Suite 200

Rock Springs, WY 82901

Phone: (307) 382-8510

Fax: (307) 382-8513

Email: drew.varley@gmail.com

Heyborne, Radakovich & Company, P.C.

Certified Public Accountants

Principals:
Kevin N. Heyborne, CPA, P.C.
Brad M. Radakovich, CPA, P.C.

1575 Dewar Drive, Suite 200
Commerce Bank Building
Rock Springs, Wyoming 82901
Phone (307) 382-8510
Fax (307) 382-8513

Principals:
Andrew K. Varley, CPA, P.C.
Jonathon R. Lamb, CPA, P.C.

Bonnie Berry
Accounting Manager
Sweetwater County
80 West Flaming Gorge Way
Green River, WY 82935

Dear Bonnie Berry,

This letter is being written on behalf of the Rock Springs, Green River, Sweetwater County Combined Communications Joint Powers Board in reference to a letter received by the Board's attorney George Lemich, from the County Attorney's office, and specifically written by Deputy County and Prosecuting Attorney James P. Schermetzler. The contents of the letter received indicate that in order for the Combined Communications JPB to receive the necessary funding to operate efficiently and as required by the JPB agreement, the Sweetwater County Commissioners are requiring a request for the County's budget to be amended by the Combined Communications JPB. The Combined Communications JPB held their regularly scheduled meeting on November 28, 2016 at 2:30 p.m. at the Combined Communications JPB's offices, where it was decided to authorize myself to submit a letter formally requesting this action. The Combined Communications JPB respectfully requests that the Sweetwater County Commissioners amend their budget to restore the budget for the Combined Communications JPB to its originally requested amount of \$705,665.52, resulting in an amendment of \$70,566.52. If any further action or requests are required by the County Commissioners, please contact Robin Etienne (307-922-4302 or robin.etienne@sweetwater911.org) or myself (307-382-8510 or drew.varley@gmail.com) and we will be happy to comply.

Sincerely,



Andrew K. Varley, CPA
Heyborne, Radakovich & Company, P.C.

CC: Jim Wamsley – Rock Springs, Green River, Sweetwater County Combined Communications JPB
Chairman