

**NOTICE - SWEETWATER COUNTY
BOARD OF COUNTY COMMISSIONERS
WILL MEET IN REGULAR SESSION
Tuesday, January 3, 2012 at 8:30 a.m.
Commissioners Meeting Room
Tentative and Subject to Change**

PLEASE ARRIVE 15 MINUTES EARLIER THAN YOUR SCHEDULED TIME

PRELIMINARY

- 8:30**
- A . CALL TO ORDER
 - B . QUORUM PRESENT
 - C . PLEDGE OF ALLEGIANCE
 - D . APPROVAL OF AGENDA
 - E . APPROVAL OF MINUTES: 12-20-11 & 12-22-11
 - F . ACCEPTANCE OF BILLS
 - 1 . Approval of County Vouchers/Warrants
 - 2 . Approval of Bonds
 - 3 . Approval of Abates/Rebates
 - G . APPROVAL OF BUDGET AGREEMENTS
 - 1 . Request the Approval of Human Services Contracts
 - H . DEFERRED COMPENSATION AMENDMENTS
 - 1 . Request the Approval of the Deferred Compensation Amendments

COMMISSIONER COMMENTS/REPORTS

8:40

COUNTY RESIDENT CONCERNS

9:15

ACTION/PRESENTATION ITEMS

- 9:30**
- A . Proclamation to Declare January as National Mentoring Month
- 9:40**
- B . Request Approval for Special Prosecutor Resolution

- 9:45** C . Update on Assessors Office
- 9:55** D . Request the Approval of the Health Insurance Contract
- 10:10** E . Sweetwater County Airport's Request for Additional Operation Funding for Fiscal Year 2011/2012 Under the Joint Powers Agreement
- 10:25** F . FEMA Plan
- 10:40** G . Update on the National High School Rodeo Project
- 11:00** H . Request the Approval of the W.S. 16-6-101 & 16-6-1001 Certification Statement for the Chapter 32 Consensus Block Grant
- 11:10** I . Request Letter of Support for Proposed Projects Involving the Bitter Creek Watershed and 319 Grant Funding update with Wy Department of Environmental Quality WDEQ
- 11:30** J . I/T Progress and Website Demo
- 11:45** K . Jail Data Center Upgrade Approval
- 12:00** L . Request Approval to Staff Vacancies in Sheriff's Office

LUNCH

PLANNING & ZONING PUBLIC HEARING @ 1:30

- 1 . Joseph Flaim- Conditional Use Permit- Impound/Salvage Yard
- 2 . Cannon Oil & Gas Well Service, Inc.- Conditional Use Permit- Temporary Construction/Storage Yard

- 3 . Shirley DeLambert- Conditional Use Permit-
Storage of Oilfield Equipment
- 4 . Heather Jones- Home Occupation Permit-
In Home Child Care
- 5 . Language Amendment- Zoning Resolution-
Agriculture District Regulations
- 6 . Language Amendment- Zoning Resolution-
Sections 3 and 4
- 7 . Language Amendment- Subdivision Regulations-
Simple Land Division, Boundary Line Adjustment,
Record of Survey

OTHER

EXECUTIVE SESSION(S)

ADJOURN

December 20, 2011
Green River, WY

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

Approval of Agenda

Commissioner West moved to approve the agenda. Commissioner Kolb seconded the motion. With no discussion, the motion was approved unanimously.

Approval of Minutes 12-6-11

Commissioner Kolb moved to approve the minutes of the last meeting. Commissioner Van Matre seconded the motion. With no discussion, the motion was approved unanimously.

Acceptance of Bills

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

Commissioner West requested clarification on the Department of Interior voucher relative to the Brook's fire and questioned future implications of the cost sharing agreement for fighting fires. Acting Chairman Bailiff explained that the cost was incurred due to the cost sharing of a helicopter with the BLM. Public Works Director John Radosevich noted that he would obtain more information relative to the cost share agreement and report back to the commission at a later date. *Commissioner West moved to approve the acceptance of the bills which include the county vouchers and warrants, the monthly statements, the bonds and the abates and rebates.* County Clerk Dale Davis requested that the bond for County Treasurer Robb Slaughter be excluded. *Commissioner West accepted the requested exclusion.* County Treasurer Robb Slaughter clarified that, as part of the abates and rebates, the Department of Audit completed an audit for General Chemical and explained that General Chemical over reported trona production in 2009 which resulted in a significant rebate. Following discussion relative to purchases, *Commissioner Van Matre seconded the motion.* With no discussion, the motion was approved unanimously.

WARR#	NAME	DEPT	TOTAL
9	Bank Of The West	Gen Accts	3.31
46090	Bank Of The West	Gen Accts	0.18
1	Bridger Valley Electric Assn	Fire Marshal	17.82
2	Centurylink	Commiss, Clk, Treas, Shrf, Co Atmny, Grants Proj, GR Cir Court, IT Dept, Shrf Dtn Mnt, Clk Dist Crt, Flt Veh Main, Comm Dev&Eng, Vet Services	476.18
3	Centurylink	Assess, Juv Prob, Road & Bridg, Elect, Human Resour, Purchasing, Grants Admin, RS Off Bld A, Shrf Emg Mgt, Fire Marshal, RS Mn/C Pur, Comm Nur-Hom, Env Hlth	2,091.24
4	City Of Green River	GR Fcl Mt CH, GR Cir Court, GR Rsvlt Mai, GR Wrhs Main, GR Rd & Brdg, GR JV Maint	1,644.84
5	Directv	Shrf Emg Mgt	18.00
6	Questar Gas	GR JV Maint, GR Fcl Mt CH, GR Cir Court, GR Rsvlt Mai, GR Wrhs Main, GR Rd & Brdg	6,645.68
7	Rock Springs Municipal Ut	Fire Marshal, RS Rd & Brdg, RS Veh Maint, Thmpsn Bld A, RS Off Bld A, Alt Bld 731C, Facil 731C C, Shrf Dtn Mnt, JV 731 Bld D	4,410.47
8	Rocky Mtn Power	RS Rd & Brdg, Comm Dev&Eng, GR Rsvlt Mai	3,370.33
9	Schuck, Mary L	Elect	152.00
46100	Sweetwater Television Co	Shrf Dtn Mnt, Shrf, Fire Marshal	175.58
1	Union Telephone Company Inc	Elect	43.17
2	Verizon Wireless	Fire Marshal, Shrf Emg Mgt	321.05
3	Wyoming Waste Services	RS Veh Maint, RS Off Bld A, Thmpsn Bld A, Shrf Dtn Mnt	1,343.77
4	Bridger Valley Electric Assn	Farson R & B	146.65
5	Centurylink	Commiss, Clk, Treas, Juv Prob, Grants Proj, GR Fcl Mt CH, Road & Bridg, Flt Veh Main, Elect, Comm Dev&Eng, Human Resour, RS Off Bld A, Fire Marshal	1,195.31
6	Centurylink	Assess, Shrf, Co Atmny, GR Cir Court, IT Dept, Clk Dist Crt, Purchasing, Grants Admin, Enhd 911,	

		Shrf Emg Mgt, Comm Nur-Hom,	
		Env Hlth	3,626.52
7	Centurylink	Shrf	70.95
8	Fleet Services	Shrf, Flt Veh Main	22,526.68
9	Hasler	Gen Co Admin	240.00
46110	Home Depot Credit Service	GR Fcl Mt CH, Shrf Dtn Mnt,	
		Purchasing	383.72
1	Paetec	Clk, Treas, Assess, Shrf, Co Atzny,	
		Juv Prob, Grants Proj, GR Cir Court,	
		IT Dept, Coroner, Clk Dist Crt,	
		GR Fcl Mt CH, Road & Bridg	314.64
2	Paetec	Commiss, Flt Veh Main, Elect,	
		Comm Dev&Eng, Human Resour,	
		Purchasing, Grants Admin,	
		RS Off Bld A, Shrf Emg Mgt,	
		Fire Marshal, Comm Nur-Hom,	
		Env Hlth	314.65
3	Payment Remittance Center	Road & Bridg, Shrf Dtn Mnt, IT Dept,	
		Clk, Treas, Coop Ext/4H	1,809.53
4	Payment Remittance Center	IT Dept	85.67
5	Payment Remittance Center	GR Fcl Mt CH	266.03
6	Payment Remittance Center	Elect	20.42
7	Payment Remittance Center	Co Atzny, IT Dept, Vet Services,	
		Comm Nur-Hom, Comm Nur-Pub	1,239.59
8	Purchase Power	Shrf Dtn Mnt	200.00
9	Rocky Mtn Power	Shrf Dtn Mnt, RS Mnt/C Pur,	
		Comm Dev&Eng, RS R&B Lagoo	5,944.23
46120	Sweetwater Television Co	Shrf Emg Mgt	47.45
1	Union Telephone Company Inc	Env Hlth, Coop Ext/4H	256.84
2	Verizon Wireless	Shrf, Shrf Emg Mgt, Fire Marshal,	
		Vet Services, IT Dept, Commiss,	
		Elect, Co Atzny	1,049.34
3	Wyoming Waste Services	RS Mnt/C Pur	137.44
4	Ace Hardware	GR Fcl Mt CH, Fire Marshal	408.33
5	Ace Hardware	Shrf Dtn Mnt, Shrf	245.71
6	Ace Hardware #11263-C	GR Fcl Mt CH, Shrf Dtn Mnt	349.49
7	Advanced Medical Imaging	Shrf Dtn Mnt	96.00
8	American Polygraph Association	Shrf	150.00
9	ASC - American Screening	Juv Prob	59.70
46130	Auto Parts Unlimited	Flt Veh Main	61.59
1	Autospa Inc	GR Fcl Mt CH, Shrf	54.51
2	Battery Systems	Flt Veh Main	187.59
3	Bennett Paint & Glass	GR Fcl Mt CH	2.00
4	Bloedorn Lumber	Shrf Dtn Mnt, GR Fcl Mt CH	1,607.42
5	Bookcliff Sales Inc.	Road & Bridg	157.50
6	BVAC Inc	Shrf	12,163.00
7	Carrier Corporation	GR Fcl Mt CH, Capital Proj	9,605.82
8	Castillon D.D.S., A. Bryce	Shrf Dtn Mnt	768.00
9	City Auto Sales	Flt Veh Main, GR Fcl Mt CH	231.87
46140	City Auto Sales	Flt Veh Main	2,645.61
1	City Of Rock Springs	Shrf Dtn Mnt	25.00
2	City Of Rock Springs	Animal Cntrl	2,024.98
3	CJ Signs	Shrf	45.00
4	Communication Technologies	Shrf Emg Mgt	200.00
5	Concept Development Corp	Shrf	2,495.00
6	Copier & Supply Co Inc	Clk, Shrf Dtn Mnt, Shrf, Assess,	
		Purchasing, Commiss, Land Use,	
		Co Atzny	954.12
7	Copier & Supply Co Inc	Shrf, Land Use	513.90
8	Culligan Bottled Water	GR Cir Court, Vet Services,	
		Co Atzny	173.00
9	Custom Cage	Shrf	635.00
46150	Dell Marketing L P	Shrf	112.31
1	Doi/Blm	Gen Co Admin	24,655.35
2	Ed Sidwell	Flt Veh Main	99.99
3	F B McFadden Wholesale Co	Shrf Dtn Mnt	3,458.75
4	Fedex	Co Atzny	75.92
5	Felderman, Kimmie	Grants Proj	41.64
6	First Choice Ford	Flt Veh Main	52.57
7	Global Equipment Company	GR Fcl Mt CH	540.74
8	Golden Hour Senior Citizens	Senior Cntrs	21,792.49
9	Grainger	GR Fcl Mt CH	432.65
46160	Green River Postmaster	Shrf, Clk Dist Crt	280.00
1	Green River Star	Vet Services	39.00
2	Gruber Technical Inc	Shrf Dtn Mnt	11,812.15
3	Hamm-Hills, Laura J	Clk Dist Crt	165.75
4	Heyborne Radakovich & Com	Gen Co Admin	825.00
5	High Country Behavioral H	Vet Services	500.00
6	High Security Lock & Alarm	GR Fcl Mt CH	1,507.00
7	Holland Equipment Company	Road & Bridg	443.76
8	Homax Oil Sales, Inc.	Flt Veh Main	532.27
9	IBC Wonder / Hostess	Shrf Dtn Mnt	480.10
46170	Inception Inc	IT Dept	7,482.96
1	Industrial Solutions Inc	GR Fcl Mt CH	685.00

2	Infogroup	Assess, Clk Dist Crt, Coroner, Elect, Shrf Emg Mgt, Shrf Dtn Mnt, Shrf, Treas	2,160.00
3	Johnson, Wally J.	Commiss	466.48
4	Kroschel, Faith	Coop Ext/4H	329.64
5	Lujan, Catalina F	Clk Dist Crt	90.00
6	Macy's Truck Repair Inc	Flt Veh Main	120.00
7	Mathey Law Office - Assign	Clk Dist Crt	315.15
8	McFarland, Kelly D	Vet Services	133.96
9	McGee, Hearne & Paiz L.L.P	Commiss, Gen Co Admin	50,000.00
46180	McKee Foods Corporation	Shrf Dtn Mnt	705.28
1	Meadow Gold Dairy	Shrf Dtn Mnt	1,003.57
2	Memorial Hospital Of SW	Coroner	480.00
3	National Business Systems	Treas	15.45
4	Net Transcripts Inc	Co Atrny	273.00
5	Nicholas & Company	Shrf Dtn Mnt	2,095.69
6	Nutech Specialties Inc	Flt Veh Main	305.50
7	Office Depot Inc	Shrf	539.00
8	Pacific Steel & Recycling	GR Fcl Mt CH	100.00
9	Pamida Inc	Shrf	24.98
46190	Pineda, Bobby Wayne	Public Defnd	600.00
1	Plainsman Printing & Supply	Clk Dist Crt	178.77
2	PM Autoglass Inc	Flt Veh Main	290.00
3	Public Defender	Public Defnd	2,500.00
4	Quill Corporation	Purchasing, Road & Bridg, Shrf, Assess, Co Atrny, Vet Services, GR Fcl Mt CH, Shrf Dtn Mnt, Clk, IT Dept	88.61
5	Quill Corporation	Road & Bridg, Assess, IT Dept, GR Fcl Mt CH, Vet Services, Shrf, Grants Proj, Clk, Co Atrny, Fire Marshal	405.88
6	Quill Corporation	GR Fcl Mt CH, Co Atrny, Shrf, Vet Services, Clk Dist Crt, Clk, Treas, Shrf Dtn Mnt, Coop Ext/4H	2,647.78
7	Real Kleen Inc	Shrf Dtn Mnt	318.50
8	Retail Acquisition & Deve	Shrf	361.60
9	Rock Springs Newspapers Inc	Treas	127.00
46200	Rock Springs Newspapers Inc	Human Resour, Gen Accts, Gen Co Admin, Intr Gv Pool	947.07
1	Rock Springs Newspapers Inc	Gen Co Admin, Gen Accts	2,566.75
2	Rock Springs Newspapers Inc	Gen Co Admin	2,553.18
3	Rock Springs Newspapers Inc	Land Use	485.73
4	Rock Springs Newspapers Inc	Co Atrny	637.10
5	Rock Springs Newspapers Inc	Grants Proj	9.51
6	Rock Springs Sweetwater C	RS SWC Airtpt	107,500.00
7	Rock Springs Wintelectric Co	GR Fcl Mt CH	622.93
8	Rocky Mountain Service Bu	Clk	76.86
9	Roderick, Judy K.	Grants Proj	77.00
46210	Rushing, Matthew C	Shrf	6.45
1	Secretary Of State	Shrf	60.00
2	Shadow Mountain Water Of WY	Vet Services	19.75
3	Skorcz Enterprises Inc	Capital Proj	2,200.00
4	Slaughter, Robert D	Treas	53.28
5	Sterling Communications	Shrf	285.00
6	Sweetwater Co	Comm Nur-Hom, Comm Nur-Pub, Grants Proj	172.92
7	Sweetwater Co Child Devel	Human Svcs	47,086.05
8	Sweetwater Co Circuit Court	Co Atrny	40.00
9	Sweetwater Co Community N	Shrf	95.00
46220	Sweetwater County	Transport	30,882.84
1	Sweetwater County Health	Comm Nur-Hom	99,000.00
2	Sweetwater Trophies	IT Dept, GR Fcl Mt CH	30.02
3	Swick's Matco Tools	Flt Veh Main	8.40
4	Swisher Hygiene Franchise	Shrf Dtn Mnt	1,189.69
5	Teton Sheelmetal	Shrf Dtn Mnt	765.00
6	The Radio Network	Shrf	320.00
7	The Tire Den Inc	Flt Veh Main, GR Fcl Mt CH	2,758.95
8	The UPS Store - #3042	Shrf, Clk	55.26
9	Tubbs MD LLC, Kennon C	Shrf Dtn Mnt	4,000.00
46230	U S Foodservice Inc	Shrf Dtn Mnt	2,829.50
1	United Site Services Of N	Wamsutr R&B	176.00
2	Vaughn's Plumbing & Heating	GR Fcl Mt CH	855.00
3	Vehicle Lightling Solution	Shrf	193.42
4	Waxie Sanitary Supply	Flt Veh Main, Fire Marshal, Road & Bridg, GR Fcl Mt CH	531.16
5	Wehrle, Mary Ann	Co Atrny	101.70
6	West Payment Center	Clk Dist Crt	2,264.50
7	Western Pathology Consult	Shrf Dtn Mnt	352.00
8	Western States Livestock	Shrf	150.00
9	Western Wyoming Family Pl	Human Svcs	1,500.00
46240	Whisler Chevrolet Company	Flt Veh Main	214.43
1	White Mountain Lumber	GR Fcl Mt CH	759.32
2	Wikerson IV, MD, PC, Jam	Coroner	1,040.00

3	Wyoming Embroidery	Shrf, GR Fcl Mt CH	1,064.50
4	Wyoming Technology Transf	Comm Dev&Eng	80.00
5	Wyoming.COM LLC	IT Dept	4,043.40
6	Young At Heart Senior Cit	Senior Cntrs	19,688.78
7	Youth Home Inc	Human Svcs	33,500.00
8	YWCA Of Sweetwater County	Human Svcs	31,778.93
GRAND TOTAL			644,768.04

The following unlisted warrants are payroll warrants: 46088

The following bonds were placed on file:

Darrell Burke	SWCO Fire District #1/Treasurer	\$ 5,000.00
Barbara L. Huston-Miles	Town of Bairoi/ Treasurer/Clerk	\$ 25,000.00
David E. Buller	Jamestown Rio Vista Fire District	\$ 10,000.00

TAXPAYER	TAX AMOUNT	TAXPAYER	TAX AMOUNT
BESSO DAWN LEE	-53.34	YAGER RALPH & CAROLYN	-21.88
BESSO DAWN LEE	-46.52	YAGER RALPH & CAROLYN	-21.82
BESSO DAWN LEE	-46.82	DEVON ENERGY PROD CO LP	-25,043.02
BESSO DAWN LEE	-35.80	DEVON ENERGY PROD CO LP	-950.76
BESSO DAWN LEE	-35.12	BP AMERICA PROD CO	-10,319.58
BESSO DAWN LEE	-36.20	EVANS MR & LJ TRUST	-32.18
BESSO DAWN LEE	-31.98	ANADARKO E&P CO LLP	-22,649.66
BESSO DAWN LEE	-30.50	CABOT OIL & GAS CORP	-1,103.72
BESSO DAWN LEE	-30.86	CABOT OIL & GAS CORP	-1,260.72
BESSO DAWN LEE	-30.76	CABOT OIL & GAS CORP	-659.52
BESSO DAWN LEE	-28.14	CABOT OIL & GAS CORP	-1,444.46
BESSO DAWN LEE	-27.70	GENERAL CHEMICAL CORP	-223,477.96
YAGER RALPH & CAROLYN	-46.34	GENERAL CHEMICAL CORP	-498.26
YAGER RALPH & CAROLYN	-53.66	MERIT ENERGY CO	-1.06
YAGER RALPH & CAROLYN	-52.06	MERIT ENERGY CO	-1.76
YAGER RALPH & CAROLYN	-47.62	MERIT ENERGY CO	-0.54
YAGER RALPH & CAROLYN	-69.38	MERIT ENERGY CO	-677.56
YAGER RALPH & CAROLYN	-49.90	MERIT ENERGY CO	-7,724.04
YAGER RALPH & CAROLYN	-48.50	MERIT ENERGY CO	-1.82
YAGER RALPH & CAROLYN	-46.78	MERIT ENERGY CO	-80.74
YAGER RALPH & CAROLYN	-40.08	MERIT ENERGY CO	-325.08
YAGER RALPH & CAROLYN	-66.28	MERIT ENERGY CO	-671.02
YAGER RALPH & CAROLYN	-66.06	MERIT ENERGY CO	-2.06
YAGER RALPH & CAROLYN	-66.92	MERIT ENERGY CO	-2.42
YAGER RALPH & CAROLYN	-58.98	GOLDEN ENERGY PARTNERS LLC	-176.18
YAGER RALPH & CAROLYN	-20.78		

Public Hearing

Grants Budget Amendment

County Clerk Dale Davis presented Resolution 11-12-CL-02, Sweetwater County Budget Amendment. Grants Manager Krisena Marchal was present to explain the budget amendment. Following a brief discussion, Acting Chairman Bailiff opened the public hearing. Hearing no comments, the hearing was closed. *Commissioner West so moved. Commissioner Kolb seconded the motion.* With no discussion, the motion was approved unanimously.

**RESOLUTION 11-12-CL-02
SWEETWATER COUNTY
BUDGET AMENDMENT**

DUE to the receipt of a Ch. 32 Events Complex Rodeo, FY 12 DSP Program, 2010 JABG and RS/GR/Sweetwater County Combined Communication JPB grants to increase expenditures in the amount of \$1,574,210 with an off set of an increase in revenues in the amount of \$1,574,210,

WHEREAS, it has been determined that the aforementioned funds need to be included and transferred within the 2011-2012 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 2011-2012 fiscal year budget for Sweetwater County be amended to reflect the following budget changes:

Expenditures Increase Grant Fund:

1. Ch. 32 Events Complex Rodeo	\$1,491,345
2. FY 12 DSP Program	\$ 5,680

3. 2010 JABG	\$ 35,125
Revenue Increase Grant Fund:	
1. Ch. 32 Events Complex Rodeo	\$1,491,345
2. FY 12 DSP Program	\$ 1,420
3. 2010 JABG	\$ 33,826
Expenditures Increase General Fund:	
4. RS/GR/Sweetwater County Combined Communications JPB	\$ 47,619
Expenditures Decrease General Fund:	
Grants Potential – Match	
2. FY 12 DSP Program	\$ 4,260
3. 2010 JABG	\$ 1,299
Revenues Increase General Fund:	
4. RS/GR/Sweetwater County Combined Communications JPB	\$ 47,619

Dated at Green River, Wyoming this 20th of December, 2011.

BOARD OF COUNTY COMMISSIONERS
SWEETWATER COUNTY, WYOMING

Absent
Wally J. Johnson, Chair

Gary Bailiff, Member

John K. Kolb, Member

ATTEST: _____
Reid O. West, Member

Steven Dale Davis, County Clerk

Don Van Matre, Member

Land & Water Conservation Fund Grant

Grants Manager Krisena Marchal presented the Land and Water Conservation Fund 2011 Application for Assistance - Sweetwater County - Crossroads West Park. Acting Chairman Bailiff opened the public hearing. Sweetwater County Parks and Recreation Administrative Assistant Gayle Abney was present and explained that, due to compliance issues with the playground equipment, the grant is the board's number one priority. The commission requested that, for better clarification, Ms. Marchal present the entire project.

Action/Presentation Items

Request the Approval of Resolution 11-12-GR-01 for the Land & Water Conservation Fund Grant Application

Ms. Marchal presented and requested approval of Resolution 11-12-GR-01 for the Land & Water Conservation Fund Grant Application. Following discussion relative to the grant, Parks and Recreation Maintenance Supervisor Don Murray and Administrative Assistant Gayle Abney were present to explain the priority of the project and the compliance issues with the playground equipment. *Commissioner West moved to approve Resolution 11-12-GR-01. Commissioner Kolb seconded the motion.* With no discussion, the motion was approved unanimously. Hearing no further public comments, the hearing was closed.

**LAND AND WATER CONSERVATION FUND
2011 APPLICATION FOR ASSISTANCE
SWEETWATER COUNTY -- CROSSROADS WEST PARK
RESOLUTION 11-12-GR-01**

WHEREAS, in 1964 Congress authorized federal financial assistance for the acquisition and/or development of public outdoor recreational lands and facilities through the Land and Water Conservation Fund Act ("the Act"); and

WHEREAS, the Wyoming State Parks and Historic sites under the direction of the Wyoming Parks and Cultural Resources Commission has been designated to administer the Act at the state level; and

WHEREAS, Sweetwater County seeks to obtain federal assistance on behalf of the Sweetwater County Recreation Board for the development of public outdoor recreational land at Crossroads West Park; and

WHEREAS, this project consists of replacing hazardous playground equipment and will meet the increasing demands of the public, improve the desirability of the community, be used 10 – 12 months of the year, is a continuation of a previously completed and maintained LWCF project, and is identified as a priority need in the 2009-2012 SCORP Technical Report; and

WHEREAS, Sweetwater County agrees to comply with all rules and regulations as outlined in the Wyoming Handbook for the Land and Water Conservation Funds dated 2004 Revised Edition, and

WHEREAS, Sweetwater County agrees to pay a cash match of 50 percent of the program cost, or \$65,000 that has been earmarked in the project account "Grants Potential Match"; and

WHEREAS, Sweetwater County agrees to appoint the Sweetwater County Grants Manager to monitor, issue and sign vouchers regarding the Land and Water Conservation Fund project:

THEREFORE, Sweetwater County authorizes an application to the Wyoming Department of State Parks & Cultural Resources, Division of State Parks & Historic Sites to request \$65,000 in federal assistance for a total project cost of \$130,000.

Dated this 20th day of December, 2011.

BOARD OF COUNTY COMMISSIONERS
SWEETWATER COUNTY, WYOMING

Absent
Wally J. Johnson, Chair

Gary Bailiff, Member

John K. Kolb, Member

Reid O. West, Member

ATTEST:

Steven Dale Davis, County Clerk

Don Van Matre, Member

Commissioner Comments/Reports

Commissioner Kolb

Commissioner Kolb reported that he attended the National Guard meeting relative to their water supply. He further reported that he attended meetings for Planning & Zoning, the Airport Board, Communities Protecting the Green and the enXco scoping meeting concerning the Quaking Aspen Wind Farm.

Commissioner Kolb noted that he attended the Memorial Hospital Christmas party.

Commissioner Kolb explained that the Events Complex has provided the county with posters as visual aides showing ongoing changes occurring at the Events Complex for the National High School Rodeo project and noted that they will be displayed in the County Courthouse hallway.

Commissioner Van Matre

Commissioner Van Matre reported that he attended a meeting of the Museum Board. He explained that IT Director Tim Knight will come before the board on January 3, 2012 to provide the commission with an update on his department. He explained that five VSO interviews were conducted. Commissioner Van Matre noted that he continues to work with Grants Manager Krisena Marchal and stressed that all grants should be funneled through Ms. Marchal to avoid subterfuge. Commissioner Van Matre explained that Green River Mayor Hank Castillon and City Administrator Barry Cook expressed interest in the Circuit Court building and he suggested that they request to be on the agenda for discussion with the commission.

Commissioner West

Commissioner West reported that he attended several meetings for the Health Insurance Committee relative to proposals for consultant/brokers for the health insurance plan and that four finalists were interviewed.

Commissioner West reported that, at the last meeting, he discussed, under Title 18, a provision for a senior citizen service district. He explained that the Young at Heart Senior Center and the Golden Hour Center will conduct a joint meeting in January for further discussion.

Commissioner West explained that Memorial Hospital of Sweetwater County continues to pursue a partnership agreement with the University of Utah. He noted that he attended the Memorial Hospital Christmas Party.

Commissioner West reported that he attended the enXco scoping meeting relative to the Quaking Aspen Wind Farm as well as the Board of Health meeting.

Commissioner West requested assistance from the commission in support of a resolution for Southwest Counseling Service crisis stabilization funding which would be forwarded to the governor and local legislators. The commission concurred that Commissioner West proceed forward in drafting a resolution to be presented during the board meeting on January 17, 2012.

Commissioner Bailiff

Acting Chairman Bailiff reported that he attended the enXco scoping meeting relative to the Quaking Aspen Wind Farm.

Acting Chairman Bailiff reported that he visited with the following people: courthouse security, Clerk of District Court Donna Lee Bobak, District Court Judge Nena James and Judge Jere Ryckman and Public Works Director John Radosevich. Acting Chairman Bailiff acknowledged that several calls were received from McKinnon residents regarding plowing of roads. He noted that he spoke with Emergency Management Director Dave Johnson relative to Unicom Connect System and explained that he will meet with Mr. Johnson on December 21, 2011 to discuss communication inter operability between public, private and government sectors.

County Resident Concerns

Acting Chairman Bailiff opened county resident concerns. Green River Greenbelt Task Force Vice Chairman Andy Seiller expressed his concerns with the lack of a FEMA Plan within Sweetwater County. Following discussion, Acting Chairman Bailiff invited Mr. Seiller and Emergency Management Director Dave Johnson to present his concerns at the next county commission meeting on Tuesday, January 3, 2012. Hearing no further comments, the public hearing was closed.

Break

Acting Chairman Bailiff called for a 10 minute break.

Action/Presentation Items Continued

Board Appointment- Sweetwater County Events Complex (5 year term)

Following discussion relative to the applicants, *Commissioner Kolb made the motion to re-appoint Jodee Burnett to the Events Complex Board. Commissioner Van Matre seconded the motion.* With no discussion, the motion was approved unanimously.

Special Prosecutor Resolution

Deputy County Attorney John Prokos requested approval of Resolution 11-12-AT-01, Special Prosecutor. *Commissioner West moved to approve Resolution 11-12-AT-01 and authorize the acting Chairman Gary Bailiff to sign. Commissioner Van Matre seconded the motion.* With no discussion, the motion was approved unanimously.

**RESOLUTION # 11-12-AT-01
RESOLUTION FOR SPECIAL PROSECUTOR**

WHEREAS, the Sweetwater County and Prosecuting Attorney has entered into an agreement with Josh T. Smith, County and Prosecuting Attorney in and for Lincoln County, Wyoming, or any of his deputy county attorneys, to assist in advising, investigation and potential prosecution of a case being investigated by the Green River Police Department which occurred on December 12, 2011, in which the Sweetwater County and Prosecuting Attorney's Office has either a conflict of interest or which would have the appearance of impropriety if pursued by that office; and

WHEREAS, the Lincoln County Attorney's Office will provide these services free of charge to Sweetwater County; and

WHEREAS, Wyoming Statutes §§ 18-3-302 and 18-3-107 authorize such appointment with consent of the Board of County Commissioners and said action and it benefits Sweetwater County;

NOW, THEREFORE BE IT HEREBY RESOLVED that Board of County Commissioners of Sweetwater County, Wyoming consents to the appointment of Josh T. Smith or any of his deputies to serve as special deputy county and prosecuting attorney(s) in the above reference case.

DATED this 20th day of December, 2011.

THE BOARD OF COUNTY COMMISSIONERS
SWEETWATER COUNTY, WYOMING

WALLY JOHNSON, CHAIRMAN

ATTEST: _____
Steven Dale Davis

Request the Approval of Amendment #1 to the 2009 JABG Grant Contract

Grants Manager Krisena Marchal requested a motion to approve, and have the Chairman sign, Amendment One to the 2009 JABG Grant Contract. Following a brief discussion, Acting Chairman Bailiff entertained a motion to approve the request for Amendment Number One to the 2009 JABG Grant Contract. *Commissioner West moved to approve and authorize the Chairman to sign. Commissioner Van Matre seconded the motion.* With no discussion, the motion was approved with Commissioner Kolb voting nay.

Request the Approval of the FY 2012 Affirmation of Audit Certifications for Federal Grants

Grants Manager Krisena Marchal requested a motion to approve, and have the Chairman sign, all FY 2011 Affirmation of Audit Certifications for Federal Grants. Following discussion, *Commissioner Kolb made the motion to request the approval of the Fiscal Year 2011 Affirmation of Audit Certifications for Federal Grants Certifications. Commissioner Van Matre seconded the motion.* With no discussion, the motion was approved unanimously.

Request Approval to Award the Health Consultant Bid

Human Resource Manager Garry McLean explained the Sweetwater County Health Insurance Committee evaluation process for the Health Consultant/Broker proposals. Following discussion regarding the health insurance broker/consultant fee proposals, the commission tabled the item to be addressed during a special meeting to be held on Thursday, December 22, 2011 at 4:00 p.m.

Other

Human Resource Manager Garry McLean informed the commission that a facilities employee resigned and requested authorization to backfill the vacancy. *Commissioner West moved to approve the request to advertise to re-fill the position. Commissioner Van Matre seconded the motion.* Following discussion, the motion was approved unanimously.

Executive Session(s)-Personnel/Legal

Acting Chairman Bailiff entertained a motion to enter into executive session for legal and personnel. Commissioner West moved to go into executive session. Commissioner Kolb seconded the motion. With no discussion, the motion was approved unanimously. A quorum of the commission was present.

After coming out of executive session, Acting Chairman Bailiff entertained a motion to adjourn. *Commissioner Kolb made a motion to adjourn. Commissioner Van Matre seconded the motion.* With no discussion, the motion was approved unanimously.

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

Absent _____
Wally J. Johnson, Chairman

Gary Bailiff, Member

John K. Kolb, Member

ATTEST:

Don Van Matre, Member

Steven Dale Davis, County Clerk

Reid O. West, Member

December 22, 2011
Green River, WY

The Board of County Commissioners met this day at 4:00 p.m. in a Special Meeting with Acting Chairman Bailiff, Commissioner West, Commissioner Van Matre and Commissioner Kolb present.

Request Approval to Award the Health Consultant Bid

Acting Chairman Bailiff entertained a motion to remove from the table the request for approval to award the Health Consultant Bid previously discussed during the December 20, 2011 Board of County Commissioners meeting. *Commissioner West moved to remove it from the table. Commissioner Kolb seconded the motion.* With no discussion, the motion was approved unanimously. Human Resource Manager Garry McLean provided the Health Insurance Consultant Recommendation from the Health Insurance Committee and requested the approval to award the Health Consultant Bid to Diversified Insurance Group. Following discussion, *Commissioner West moved to approve the committee recommendation to proceed with the contract with Diversified Insurance Group for the County Health Insurance Consultant. Commissioner Van Matre seconded the motion.* With no discussion, the motion was approved unanimously. Further discussion followed relative to contract representation and the most appropriate way to process fee installments.

Adjourn

Acting Chairman Bailiff entertained a motion to adjourn. *Commissioner West so moved. Commissioner Kolb seconded the motion.* With no discussion, the motion was approved unanimously. 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

Absent
Wally J. Johnson, Chairman

Gary Bailiff, Member

John K. Kolb, Member

Don Van Matre, Member

Reid O. West, Member

ATTEST:

Steven Dale Davis, County Clerk

	DATE	AMOUNT
EAL	12/23/2011	21,362.27
EAL	12/23/2011	273.14
EAL	12/29/2011	1,021,992.61
EAL	1/3/2012	375,586.45

Payroll Net 1,015,301.49 Payroll Checks # 46088, 46249, 46261-46330

TOTAL AMOUNT \$2,434,515.96

Vouchers in the above amount are hereby approved and ordered paid this date of 01/03/2012

Wally J. Johnson, Chair

Gary Bailiff, Member

John K. Kolb, Member

Don Van Matre, Member

Attest:

County Clerk

Reid O. West, Member

Authorization for Bonds

1-3-12

Terry Harding	Sweetwater County School Dist. #2-Rec Board/Treasurer	\$100,000.00
Steve Core	Sweetwater County School Dist. #2	\$200,000.00
Leonard Hay	Sweetwater County School Dist. # 1- Treasurer	\$100,000.00

THE BOARD OF COUNTY COMMISSIONERS
FOR SWEETWATER COUNTY, WYOMING

Wally J. Johnson, Chairman

Gary Bailiff, Member

John K. Kolb, Member

Attest:

Donald Van Matre, Member

Steven Dale Davis, County Clerk

Reid O. West, Member

Wyoming



Western Surety Company

OFFICIAL BOND AND OATH

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 71201023

That we Terry Harding

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

unto Sweetwater County School District #2 Rec Board, the State of Wyoming, in the penal

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

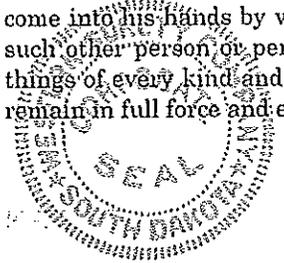
Dated this 30th day of November, 2011.

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

Principal was duly Appointed Elected to the office of Treasurer in the Sweetwater County School District #2 Rec Board,

and State aforesaid for the term beginning November 30, 2011, and ending November 30, 2012.

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



Terry Harding
Principal

WESTERN SURETY COMPANY

By Paul T. Bruflat
Paul T. Bruflat, Senior Vice President



Western Surety Company

OFFICIAL BOND AND OATH OF SCHOOL DISTRICT TREASURER

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 71041898

That we, Steve Core,
of Green River, Wyoming, as Principal, and WESTERN SURETY COMPANY,
a corporation duly licensed to do business in the State of Wyoming, as Surety, are held and firmly bound
unto School District #2 of the State of Wyoming, in the penal sum of
Two Hundred Thousand and 00/100 DOLLARS (\$ 200,000.00),
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 14th day of October, 2011.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden
Principal was on the 13th day of December, 2011, duly elected to the office of
Treasurer in the School District #2, and State aforesaid, for the term
beginning January 1, 2012, and ending January 1,
2013.

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



[Signature]
Principal

WESTERN SURETY COMPANY
By [Signature]
Paul T. Brufat, Senior Vice President



Copy

Western Surety Company

PUBLIC OFFICIAL NAME SCHEDULE BOND

Name of Oblgee Sweetwater County School District #1
Name of Insured Leonard Hay

Bond No. 24868078

WESTERN SURETY COMPANY, as Surety, in consideration of an agreed premium is held and firmly bound unto the Oblgee, for the faithful discharge of the duties of any Officer or Employee who is named in the schedule attached, or added thereto, by written acceptance of the Surety, while in the service of the Insured, not exceeding the sum specified in said schedule or written acceptance of the Surety after the 21st day of December, 2010.

THIS BOND IS SUBJECT TO THE FOLLOWING CONDITIONS AND LIMITATIONS:

1. Automatic coverage is granted for the first thirty days' service of any Officer or Employee succeeding one listed in the Schedule of Employees, in the same amount, but in no event for more than Twenty-Five Hundred and No/100 Dollars (\$2,500.00).

Provided, however, that the automatic coverage herein granted shall be void and of no effect from the beginning, unless during the said thirty days' period the Insured has requested in writing that the Officer or Employee be added to the schedule, and the Surety by written acceptance has consented thereto.

2. Coverage on any Officer or Employee may be increased or decreased upon written request of the Insured, and agreed to in writing by the Surety.

3. The Surety's liability under this bond and all continuations thereof shall not be cumulative, and regardless of the number of years this bond is continued in force, and, regardless of the number of annual premiums that may be payable or paid, the Surety's aggregate liability on account of any and all acts committed by any one Officer or Employee during the effective period of this bond shall not exceed the largest single amount for which the Officer or Employee causing said loss is or has been covered in the schedule, whether said loss occurred during the term of any one or more years, nor shall the liability exceed the amount in effect as to the Officer or Employee when the loss occurred.

4. Cancellation hereunder is effective, and all liability under this bond shall cease as to future acts or omissions as to any Officer or Employee immediately upon the termination of such Officer's or Employee's services, or immediately on the date specified in written notice given by the Insured to the Surety as to any and all Officers or Employees or after thirty days' written notice given by the Surety to the Insured at the above stated address of its intent to cancel this bond in its entirety, or as to any Officer or Employee.

5. None of the specifications of this bond shall be altered or waived, except in writing by the Surety executed by the Chairman of the Board, its President, Vice President, Secretary, Assistant Secretary or Treasurer.

6. The liability of the Surety hereunder is subject to the terms and conditions of the following Riders attached hereto:

Dated this 21st day of December, 2010.

WESTERN SURETY COMPANY
By Paul T. Bruflat
Paul T. Bruflat, Senior Vice President

SCHEDULE OF EMPLOYEES

Copy

Item Number	Name	Position	Location	Amount	Premium
1	Leonard Hay	Treasurer	Rock Springs, Wyo.	\$100,000.00	\$500.00
***** End of Schedule *****					

WESTERN SURETY COMPANY
 By Paul T. Bruffat
 Paul T. Bruffat, Senior Vice President

Agent: You may remove stub below to use as a billing/credit invoice

Sweet-53

CNA Surety

INVOICE

FILE NO.	EFFECTIVE DATE	ANNIVERSARY DATE	PROCESS DATE	PENALTY
0601 24868078	12-21-11	12-21-12	09-26-11	\$100,000.
PRINCIPAL	SWEETWATER COUNTY SCHOOL DISTRICT #1 P. O. BOX 1089 ROCK SPRINGS WY 82902			
RISK STATE	WY	WRITTEN BY: WESTERN SURETY COMPANY		SF
DESCRIPTION	(001) P E NAME SCHEDULE (1) LEONARD HAY, TREASURER			
OBLIGEE				
AGENCY CODE 49-00403	CHARGE	\$500.00		

Your agent is:

TEGELER & ASSOCIATES
P O BOX 969
ROCK SPRINGS WY 82902-0969

LEVIED UPON ASSESSMENT

To the Board of County Commissioners of Sweetwater County, Wyoming:

The undersigned hereby petitions the Board to authorize the following change of the taxes levied against BARNES TREVOR O & LAURIE R.

THE STATE OF WYOMING)
COUNTY OF SWEETWATER) ss

I, Patricia A Moody, being duly sworn on my oath, do depose and say that upon examination of the 2011 tax rolls of Sweetwater County, Wyoming, for Tax District No. 0251, the following described property has been assessed for \$ 16714, in the name of BARNES TREVOR O & LAURIE R and is incorrect for the reason that: ADJUST PER APPRAISAL.

General Property Tax (G2GR) 224.94; Special Districts (S807) 1.12 (S820) 9.38 making a total valuation of \$3132 in excess of any and all property that should be rightfully assessed against BARNES TREVOR O & LAURIE R for the year, 2011, and that there is an abate or rebate of \$235.44.

Handwritten signature of Patricia A Moody, Deputy County Assessor, Date 12/01/2011

Subscribed and sworn to before me this ___ day of ___ AD ___.

Witness my hand and official seal Notary Public

My commission expires: _____

I hereby certify that taxes on the aforementioned property have/have not been paid for the year 2011, as of 12-14-11 at 2:58 AM/PMT as follows: first half 9-14-11, second half _____.

Handwritten signature of David J. ... County Treasurer, Date 12-14-11

This petition is approved, and correction of the 2011 Tax Roll by abate/rebate is ordered by the Sweetwater County Board of Commissioners.

Commission Chairperson Date

Commissioner Date

Commissioner Date

I certify that this petition was approved by the Board, and I have issued Abate/Rebate Order No. _____ dated _____ to BARNES TREVOR O & LAURIE R in the amount of \$235.44.

County Clerk Date

NOTICE FOR (ABATE/REBATE) OF TAXES

Tax Account: 140734

LEVIED UPON ASSESSMENT

To the Board of County Commissioners of Sweetwater County, Wyoming:

The undersigned hereby petitions the Board to authorize the following change of the taxes levied against T & T CUSTOM FABRICATION.

THE STATE OF WYOMING)
COUNTY OF SWEETWATER) ss

I, Patricia A Moody, being duly sworn on my oath, do depose and say that upon examination of the 2010 tax rolls of Sweetwater County, Wyoming, for Tax District No. 0251, the following described property has been assessed for \$ 870, in the name of T & T CUSTOM FABRICATION and is incorrect for the reason that: OUT OF BUSINESS.

General Property Tax (G2GR) 62.26; Special Districts (S807) .32 (S820) 2.62 making a total valuation of \$870 in excess of any and all property that should be rightfully assessed against T & T CUSTOM FABRICATION for the year, 2010, and that there is an abate or rebate of \$65.20.

Patricia A Moody
County Assessor Date 12/14/2011

Subscribed and sworn to before me this ___ day of ___ AD ___.

Witness my hand and official seal Notary Public

My commission expires: _____

I hereby certify that taxes on the aforementioned property have/have not been paid for the year 2010, as of 12-14-11 at ___ AM/PM as follows: first half ___, second half ___.

County Treasurer OFFICER Date 12-14-11

This petition is approved, and correction of the 2010 Tax Roll by abate/rebate is ordered by the Sweetwater County Board of Commissioners.

Commission Chairperson Date

Commissioner Date

Commissioner Date

I certify that this petition was approved by the Board, and I have issued Abate/Rebate Order No. ___ dated ___ to T & T CUSTOM FABRICATION in the amount of \$65.20.

County Clerk Date

NOTICE FOR (ABATE/REBATE) OF TAXES

Tax Account: 140734

LEVIED UPON ASSESSMENT

To the Board of County Commissioners of Sweetwater County, Wyoming;

The undersigned hereby petitions the Board to authorize the following change of the taxes levied against T & T CUSTOM FABRICATION.

THE STATE OF WYOMING)
COUNTY OF SWEETWATER) ss

I, Patricia A Moody, being duly sworn on my oath, do depose and say that upon examination of the 2011 tax rolls of Sweetwater County, Wyoming, for Tax District No. 0251, the following described property has been assessed for \$ 819, in the name of T & T CUSTOM FABRICATION and is incorrect for the reason that: OUT OF BUSINESS.

General Property Tax (G2GR) 58.82; Special Districts (S807) .30 (S820) 2.46 making a total valuation of \$819 in excess of any and all property that should be rightfully assessed against T & T CUSTOM FABRICATION for the year, 2011, and that there is an abate or rebate of \$61.58.

Patricia A Moody
Deputy County Assessor Date 12/14/2011

Subscribed and sworn to before me this ___ day of ___ AD ___.

Witness my hand and official seal Notary Public

My commission expires: _____

I hereby certify that taxes on the aforementioned property have/have not been paid for the year 2011, as of 12-14-11 at 3:03 AM/PM as follows: first half ____, second half ____.

County Treasurer Date 12-14-11

This petition is approved, and correction of the 2011 Tax Roll by abate/rebate is ordered by the Sweetwater County Board of Commissioners.

Commission Chairperson Date

Commissioner Date

Commissioner Date

I certify that this petition was approved by the Board, and I have issued Abate/Rebate Order No. _____ dated _____ to T & T CUSTOM FABRICATION in the amount of \$61.58.

County Clerk Date

LEVIED UPON ASSESSMENT

To the Board of County Commissioners of Sweetwater County, Wyoming:

The undersigned hereby petitions the Board to authorize the following change of the taxes levied against SMITH BROCK H & CHRISTINE.

THE STATE OF WYOMING)
COUNTY OF SWEETWATER) ss

I, Pat Drinkle, being duly sworn on my oath, do depose and say that upon examination of the 2011 tax rolls of Sweetwater County, Wyoming, for Tax District No. 0251, the following described property has been assessed for \$ 44496, in the name of SMITH BROCK H & CHRISTINE and is incorrect for the reason that: CORRECTED PER APPRAISAL.

General Property Tax (G2GR) 473.68; Special Districts (S807) 2.36 (S820) 19.80 making a total valuation of \$6596 in excess of any and all property that should be rightfully assessed against SMITH BROCK H & CHRISTINE for the year, 2011, and that there is an abate or rebate of \$495.84.

Patricia A. Mosley
Deputy County Assessor Date 12/20/2011

Subscribed and sworn to before me this ___ day of ___ AD.

Witness my hand and official seal Notary Public

My commission expires: _____

I hereby certify that taxes on the aforementioned property have/have not been paid for the year 2011, as of 12-22-11 at 9:22 AM PM as follows: first half 10-6-11, second half _____.

David B. ...
County Treasurer Date 12/22/11

This petition is approved, and correction of the 2011 Tax Roll by abate/rebate is ordered by the Sweetwater County Board of Commissioners.

Commission Chairperson Date

Commissioner Date

Commissioner Date

I certify that this petition was approved by the Board, and I have issued Abate/Rebate Order No. _____ dated _____ to SMITH BROCK H & CHRISTINE in the amount of \$495.84.

County Clerk Date

LEVIED UPON ASSESSMENT

To the Board of County Commissioners of Sweetwater County, Wyoming:

The undersigned hereby petitions the Board to authorize the following change of the taxes levied against **FELLER AND FELLER ORTHODONTICS**.

THE STATE OF WYOMING)
COUNTY OF SWEETWATER) ^{SS}

I, **Patricia A. Moody**, being duly sworn on my oath, do depose and say that upon examination of the 2011 tax rolls of Sweetwater County, Wyoming, for Tax District No. 0151, the following described property has been assessed for \$ 15825, in the name of **FELLER AND FELLER ORTHODONTICS** and is incorrect for the reason that: **over assessed**.

General Property Tax (GIRS) 870.98; Special Districts (S800) 30.60 (S807) 4.46 making a total valuation of \$12456 in excess of any and all property that should be rightfully assessed against **FELLER AND FELLER ORTHODONTICS** for the year, 2011, and that there is an abate or rebate of \$906.04.

Patricia A. Moody
County Assessor Date 12/22/2011

Subscribed and sworn to before me this _____ day of _____ AD _____.

Witness my hand and official seal _____ Notary Public

My commission expires: _____

I hereby certify that taxes on the aforementioned property have/have not been paid for the year 2011, as of 12-22-11 at 9:22 PM as follows: first half _____, second half _____.

[Signature]
County Treasurer ARLE HGR Date 12-22-11

This petition is approved, and correction of the 2011 Tax Roll by abate/rebate is ordered by the Sweetwater County Board of Commissioners.

Commission Chairperson Date

Commissioner Date

Commissioner Date

I certify that this petition was approved by the Board, and I have issued Abate/Rebate Order No. _____ dated _____ to **FELLER AND FELLER ORTHODONTICS** in the amount of \$906.04.

County Clerk Date

LEVIED UPON ASSESSMENT

To the Board of County Commissioners of Sweetwater County, Wyoming:

The undersigned hereby petitions the Board to authorize the following change of the taxes levied against DAVID W KEENER.

THE STATE OF WYOMING)
COUNTY OF SWEETWATER) SS

I, Patricia A Moody, being duly sworn on my oath, do depose and say that upon examination of the 2011 tax rolls of Sweetwater County, Wyoming, for Tax District No. 0151, the following described property has been assessed for \$ 154, in the name of DAVID W KEENER and is incorrect for the reason that: out of business.

General Property Tax (GIRS) 10.78; Special Districts (\$800) .38 (\$807) .06 making a total valuation of \$154 in excess of any and all property that should be rightfully assessed against DAVID W KEENER for the year, 2011, and that there is an abate or rebate of \$11.22.

Handwritten signature of Patricia A Moody, Deputy County Assessor, Date 12/22/2011

Subscribed and sworn to before me this _____ day of _____ AD _____.

Witness my hand and official seal _____ Notary Public

My commission expires: _____

I hereby certify that taxes on the aforementioned property have/have not been paid for the year 2011, as of 12-28-11 at 12:02 AM/PM as follows: first half _____, second half _____.

Handwritten signature of County Treasurer, Date 12-28-11

This petition is approved, and correction of the 2011 Tax Roll by abate/rebate is ordered by the Sweetwater County Board of Commissioners.

Commission Chairperson _____ Date

Commissioner _____ Date

Commissioner _____ Date

I certify that this petition was approved by the Board, and I have issued Abate/Rebate Order No. _____ dated _____ to DAVID W KEENER in the amount of \$11.22.

County Clerk _____ Date

LEVIED UPON ASSESSMENT

To the Board of County Commissioners of Sweetwater County, Wyoming:

The undersigned hereby petitions the Board to authorize the following change of the taxes levied against FAITH LOG FURNISHINGS.

THE STATE OF WYOMING)
COUNTY OF SWEETWATER) SS

I, Patricia A Moody, being duly sworn on my oath, do depose and say that upon examination of the 2011 tax rolls of Sweetwater County, Wyoming, for Tax District No. 0251, the following described property has been assessed for \$ 1761, in the name of FAITH LOG FURNISHINGS and is incorrect for the reason that: out of business.

General Property Tax (G2GR) 126.48; Special Districts (S807) .64 (S820) 5.28 making a total valuation of \$1761 in excess of any and all property that should be rightfully assessed against FAITH LOG FURNISHINGS for the year, 2011, and that there is an abate or rebate of \$132.40.

Handwritten signature of Patricia A. Moody, Deputy County Assessor, dated 12/28/2011.

Subscribed and sworn to before me this _____ day of _____ AD _____.

Witness my hand and official seal _____ Notary Public

My commission expires: _____

I hereby certify that taxes on the aforementioned property have ~~been~~ not been paid for the year 2011, as of 12-28-11 at 12:02 AM PT as follows: first half _____, second half _____.

Handwritten signature of County Treasurer, dated 12-28-11.

This petition is approved, and correction of the 2011 Tax Roll by abate/rebate is ordered by the Sweetwater County Board of Commissioners.

Commission Chairperson _____ Date

Commissioner _____ Date

Commissioner _____ Date

I certify that this petition was approved by the Board, and I have issued Abate/Rebate Order No. _____ dated _____ to FAITH LOG FURNISHINGS in the amount of \$132.40.

County Clerk _____ Date

NOTICE FOR (ABATE/REBATE) OF TAXES

Tax Account: 134303

LEVIED UPON ASSESSMENT

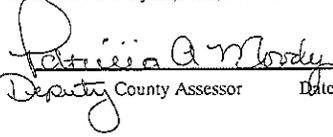
To the Board of County Commissioners of Sweetwater County, Wyoming:

The undersigned hereby petitions the Board to authorize the following change of the taxes levied against **ROCKETCITY PROFESSIONALS LLC**.

THE STATE OF WYOMING)
)
COUNTY OF SWEETWATER) ^{ss}

I, **Patricia A Moody**, being duly sworn on my oath, do depose and say that upon examination of the **2011** tax rolls of Sweetwater County, Wyoming, for Tax District No. **0151**, the following described property has been assessed for \$ **257283**, in the name of **ROCKETCITY PROFESSIONALS LLC** and is incorrect for the reason that: **over assessed**.

General Property Tax (GIRS) **747.70**; Special Districts (S800) **26.26** (S807) **3.82** making a total valuation of **\$10693** in excess of any and all property that should be rightfully assessed against **ROCKETCITY PROFESSIONALS LLC** for the year, **2011**, and that there is an abate or rebate of **\$777.78**.


Deputy County Assessor Date **12/28/2011**

Subscribed and sworn to before me this _____ day of _____ AD _____.

Witness my hand and official seal _____
Notary Public

My commission expires: _____

I hereby certify that taxes on the aforementioned property have ~~have not~~ been paid for the year **2011**, as of 12-28-11 at 12:01 AM/PM as follows: first half _____, second half _____.


County Treasurer **AFUEHSE** Date **12-28-11**

This petition is approved, and correction of the **2011** Tax Roll by abate/rebate is ordered by the Sweetwater County Board of Commissioners.

Commission Chairperson Date

Commissioner Date

Commissioner Date

I certify that this petition was approved by the Board, and I have issued Abate/Rebate Order No. _____ dated _____ to **ROCKETCITY PROFESSIONALS LLC** in the amount of **\$777.78**.

County Clerk Date



ROCKET-MINER

215 D St. / P.O. Box 98 Rock Springs, WY 82902-0098
Telephone: 307-362-3736

Toll Free: 1-888-443-3736

Publisher Holly Dabb

EMAIL: publisher@rocketminer.com
WWW: rocketminer.com

RECEIVED

JAN 04 2012

SWEETWATER COUNTY
COMMISSIONER'S OFFICE

Dec. 30, 2011

Sweetwater County Commissioners
80 West flaming Gorge Way
Green River, WY 82935

Reference: Designation of legal newspaper

Dear Board of Sweetwater County Commissioners

The Rocket-Miner newspaper has served Sweetwater County as the official newspaper since January 2011. In the interest of maintaining a well informed electorate, I am asking that the Rocket-Miner be designated as the official newspaper in 2012.

The Rocket-Miner has a long history of covering the county's news. It is the publication that a majority of Sweetwater County residents turn to when reading county news making it the logical location for residents to be informed of the commissioners' official business.

The newspaper's daily circulation of nearly 9,000 households reaches 70 percent of the households in Rock Springs and 60 percent of the households in Sweetwater County. In addition, it is the only publication that meets legislated criteria as a legal newspaper, which also extends its circulation into all outlying communities including Farson-Eden, Granger, Wamsutter, Superior, Bairoil, LaBarge and McKinnon. Residents in those communities receive the newspaper the same day as residents in Rock Springs and Green River.

The county is open for business five days a week and the Rocket-Miner publishes six days a week, making it possible to quickly run notices with less than 12 hours of notice. This flexibility saves residents from unnecessary delays, especially in dealing with land use issues, making it possible for the county to provide the best service. When the county calls late in the afternoon asking for a notice, the Rocket-Miner goes out of its way to accommodate.

In addition, every legal is then placed on the Web site and archived for a minimum of two years. This provides an excellent historical background for readers and researchers.

Please remember the rate for daily newspapers is set by Wyoming statutes, to ensure every entity pays the same price. The cost of \$8.43 a column inch has been in place for many years and is the same rate charged to everyone -- government entities, publish boards, city councils and residents.

I look forward to working with you in the upcoming year and wish you luck in dealing with the challenges of the upcoming year.

Sincerely,

Holly Dabb,
Publisher

CC: Wally Johnson, Gary Bailiff, John Kolb, Don Van Matre, Reid West, Dale Davis

Approval of Budget Agreements
1-3-2012

1. Child Developmental Center	\$162,350.00
2. Family Resource Center	\$ 50,952.00
3. Food Bank	\$ 19,000.00
4. Volunteer Information Referral Service	\$ 95,030.00
5. YWCA	\$335,548.00
6. Castle Rock	\$150,000.00
7. Family Planning	\$ 16,000.00
8. Hospice	\$ 98,000.00
9. Golden Hour Senior Citizen's Center	\$274,000.00
10. Young at Heart Senior Citizen's Center	\$285,500.00
11. University of Wyoming Cooperative Extension Service – Assistance and Development of 4-H and other Youth Programming	\$ 20,004.00
12. University of Wyoming Cooperative Extension Service – 4-H Secretarial and Clerical Support	\$ 47,326.00
13. University of Wyoming Cooperative Extension Service – Horticulture/Floriculture/Urban Forestry/ Turf Management Programs	\$ 3,700.00

And authorize the Chairman to sign.

THE BOARD OF COUNTY COMMISSIONERS
FOR SWEETWATER COUNTY, WYOMING

Wally J. Johnson, Chairman

Gary Bailiff, Member

John K. Kolb, Member

Donald Van Matre, Member

Reid O. West, Member

Attest:

Steven Dale Davis, County Clerk

**AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS FOR
SWEETWATER COUNTY, AND THE SWEETWATER COUNTY CHILD
DEVELOPMENTAL CENTER**

THIS AGREEMENT made and entered into by and between the County of Sweetwater, Wyoming, 80 West Flaming Gorge Way, Green River, Wyoming, 82935-4250, and the Sweetwater County Child Developmental Center, 725 C Street, Rock Springs, Wyoming 82901-.6702.

WITNESSETH:

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

WHEREAS, the Sweetwater County Child Developmental Center, hereinafter "CDC", is willing, able and capable of providing the services herein specified to the citizens of Sweetwater County, Wyoming; and

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

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Term. The term of this Agreement shall be from July 1, 2011 through June 30, 2012, and may, if not supplanted by a new Agreement, or terminated pursuant to the terms hereof, continue on a month-to-month basis for not more than three months thereafter.
2. Services. CDC agrees to provide the following services to residents of Sweetwater County:
 - a. Provide basic child developmental services to preschool age children within the

County who are determined by a competent practitioner to be exhibiting a delay in one or more of the following developmental areas: gross motor development, fine motor development, cognitive development, socialization skills, self-help skills, receptive language development, and expressive language development.

b. Provide preschool developmental services and infant education services for a minimum of six (6) hours per day for nine (9) months per year.

3. Funding. THE COUNTY has budgeted, appropriated, or otherwise made available up to a maximum amount of \$162,350.00 for CDC expenses in providing the services identified in this Agreement. THE COUNTY'S total liability shall not exceed said amount. The payment of all amounts hereunder is subject to final approval of the preliminarily budgeted amount, the availability of County funds and to CDC'S compliance with the terms and conditions of this Agreement.

4. Furniture and Equipment. The parties mutually understand and agree that it may be necessary at times for CDC to use allocated funds for the purchase of furniture and equipment to facilitate the provision of services hereunder. CDC agrees that any furniture or equipment with a purchase price of Four Hundred Dollars (\$400.00) or more shall become the property of and be turned over to THE COUNTY in the event CDC ceases to provide the services specified herein to residents of Sweetwater County or THE COUNTY ceases to provide funding to CDC for said services. CDC shall maintain said property in good condition and maintain sufficient property and casualty insurance on said property. The parties mutually agree that this provision shall survive the expiration of the term of this Agreement.

5. Payments. The parties hereto mutually agree that CDC shall submit vouchers, with supporting invoices and receipts attached, to THE COUNTY on or before the 25th day of each month during the contract term for review, approval and payment by THE COUNTY.

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

CDC with respect to the services provided pursuant to this Agreement.

j. Provide regular reports to THE COUNTY concerning the services provided and the funds expended pursuant to this Agreement.

7. County Responsibilities: THE COUNTY shall:

a. Consult with and advise CDC as necessary with respect to the completion of CDC responsibilities under this Agreement.

b. Make regular payments to CDC based on vouchers received from CDC, up to the total maximum amounts allocated pursuant to this Agreement, subject to the budgeting, allocation and availability of funds and to CDC'S compliance with the terms and conditions of this Agreement.

8. Indemnification. CDC shall indemnify and hold harmless the THE COUNTY, its officials, officers, agents and employees from and against any and all liabilities, claims and demands and causes of action of any kind or character, including death, or damages of any nature whatsoever to any person or property, arising out of the acts or omissions of CDC, its officers, agents, employees or other persons, in the performance or non-performance of this Agreement. This provision shall not be interpreted, construed or regarded either expressly or impliedly as creating a right of action for the benefit of or creating any obligation toward any third person by THE COUNTY.

9. County Immunity. THE COUNTY does not waive its sovereign immunity by entering into this Agreement and fully retains all immunities and defenses provided by law with regard to any claim or action based on this Agreement.

10. CDC Status. CDC represents that it is managed by its own independent board of trustees.

11. Assignment. CDC may not assign this Agreement, or its rights, duties or obligations

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

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

13. General Provisions.

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

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

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

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

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

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

(1) In the case of THE COUNTY:

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

(2) In the case of CDC:

Sweetwater County Child Developmental Center
725 C Street
Rock Springs, Wyoming 82901-6702

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

Dated this ____ day of _____, 2011.

BOARD OF COUNTY COMMISSIONERS FOR
SWEETWATER COUNTY, WYOMING

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

ATTEST:

Steven Dale Davis
Sweetwater County Clerk

Dated this ____ day of _____, 2011.

SWEETWATER COUNTY
CHILD DEVELOPMENTAL CENTER
By: _____
Title: CHAIRMAN, SCCDC BOARD

ATTEST:

Christine Moege
Title: Secretary

**AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS FOR
SWEETWATER COUNTY, AND THE SWEETWATER FAMILY RESOURCE CENTER**

THIS AGREEMENT made and entered into by and between the County of Sweetwater, Wyoming, 80 West Flaming Gorge Way, Green River, Wyoming, 82935-4250, and the Sweetwater Family Resource Center, 538 Pilot Butte, Rock Springs, Wyoming 82901.

WITNESSETH:

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

WHEREAS, the Sweetwater Family Resource Center hereinafter "FAMILY RESOURCE CENTER", is willing, able and capable of providing the services herein specified to the citizens of Sweetwater County, Wyoming; and

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

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Term. The term of this Agreement shall be from July 1, 2011 through June 30, 2012.
2. Services. FAMILY RESOURCE CENTER agrees to provide the following assistance to residents of Sweetwater County anger management services, parenting classes and supervised visitation and exchange. The FAMILY RESOURCE CENTER will supervise visitation and assist in child exchanges to avoid confrontation between spouses.
3. Funding. THE COUNTY has budgeted, appropriated, or otherwise made available up to a maximum amount of \$50,952.00 for FAMILY RESOURCE CENTER expenses in providing the services identified in this Agreement. THE COUNTY'S total liability shall not

exceed said amount. The payment of all amounts hereunder is subject to final approval of the preliminarily budgeted amount, the availability of County funds and to FAMILY RESOURCE CENTER'S compliance with the terms and conditions of this Agreement.

4. Payments. The parties hereto mutually agree that FAMILY RESOURCE CENTER shall submit vouchers, with

supporting invoices and receipts attached, to THE COUNTY on or before the 25th day of each month during the contract term for review, approval and payment by THE COUNTY.

5. Responsibilities of FAMILY RESOURCE CENTER: FAMILY RESOURCE CENTER shall:

a. Use the budgeted, allocated and appropriated funds only to provide the services specified herein.

b. Insure that the staff hired by FAMILY RESOURCE CENTER is qualified.

c. Insure that a good and sufficient fidelity bond covers all personnel handling money.

d. Insure that no eligible person is denied services contracted for by THE COUNTY because of that person's inability to pay for such services.

e. Insure that no person shall be discriminated against in employment, or be excluded from participation in or be denied the benefits of any activity funded in whole or in part with the funds made available under this Agreement on the grounds of race, color, national origin, age, sex, handicap or disability.

f. Maintain detailed minutes of all FAMILY RESOURCE CENTER board meetings. The minutes shall include a list of all checks issued and their correct amounts, except for checks identifying individual clients which may be consolidated so that individual clients cannot be identified. The minutes shall be made available for

public inspection during regular business hours. The minutes shall comply with all applicable laws, rules and regulations concerning confidentiality of client records. FAMILY RESOURCE CENTER may use executive sessions for the discussion of personnel or client matters where permitted by applicable law.

g. Allow THE COUNTY to examine FAMILY RESOURCE CENTER'S financial records at any time.

h. Insure that a certified public accountant will conduct an annual independent financial and compliance audit and provide THE COUNTY with a copy of the audit.

i. Comply with all federal, state and local laws, rules and regulations applicable to FAMILY RESOURCE CENTER with respect to the services provided pursuant to this Agreement.

j. Provide regular reports to THE COUNTY concerning the services provided and the funds expended pursuant to this Agreement.

6. County Responsibilities: THE COUNTY shall:

a. Consult with and advise FAMILY RESOURCE CENTER as necessary with respect to the completion of FAMILY RESOURCE CENTER responsibilities under this Agreement.

b. Make regular payments to FAMILY RESOURCE CENTER based on vouchers received from FAMILY RESOURCE CENTER, up to the total maximum amounts allocated pursuant to this Agreement, subject to the budgeting, allocation and availability of funds and to FAMILY RESOURCE CENTER'S compliance with the terms and conditions of this Agreement.

7. Indemnification. FAMILY RESOURCE CENTER shall indemnify and hold harmless the THE COUNTY, its officials, officers, agents and employees from and against any

and all liabilities, claims and demands and causes of action of any kind or character, including death, or damages of any nature whatsoever to any person or property, arising out of the acts or omissions of FAMILY RESOURCE CENTER, its officers, agents, employees or other persons, in the performance or non-performance of this Agreement. This provision shall not be interpreted, construed or regarded either expressly or impliedly as creating a right of action for the benefit of or creating any obligation toward any third person by THE COUNTY.

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

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

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

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

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

(1) In the case of THE COUNTY:

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

(2) In the case of FAMILY RESOURCE CENTER:

The Sweetwater County Family Resource Center
538 Pilot Butte
Rock Springs, Wyoming 82901

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

Dated this ____ day of _____, 2011.

BOARD OF COUNTY COMMISSIONERS FOR
SWEETWATER COUNTY, WYOMING

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

ATTEST:

Steven Dale Davis
Sweetwater County Clerk

Dated this ____ day of _____, 2011.

THE SWEETWATER COUNTY
FAMILY RESOURCE CENTER

By: *Arnd Cathr*

Title: *Acting President*

ATTEST:

 Kath Garrison

Title: *Director*

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

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

WITNESSETH:

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

WHEREAS, the Food Bank of Sweetwater County hereinafter "FOOD BANK", is willing, able and capable of providing the services herein specified to the citizens of Sweetwater County, Wyoming; and

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

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Term. The term of this Agreement shall be from July 1, 2011 through June 30, 2012.
2. Services. FOOD BANK agrees to provide the following services to residents of Sweetwater County:
 - a. Provide food and nutritional counseling for low-income individuals.
 - b. Provide food to low-income individuals.
 - c. Provide other such necessary and proper services which are consistent with FOOD BANK'S Mission Statement.
3. Funding. THE COUNTY has budgeted, appropriated, or otherwise made available up

to a maximum amount of \$19,000.00 for FOOD BANK expenses in providing the services identified in this Agreement. THE COUNTY'S total liability shall not exceed said amount. The payment of all amounts hereunder is subject to final approval of the preliminarily budgeted amount, the availability of County funds and to FOOD BANK'S compliance with the terms and conditions of this Agreement.

4. Payments. The parties hereto mutually agree that FOOD BANK shall submit vouchers, with supporting invoices and receipts attached, to THE COUNTY on or before the 25th day of each month during the contract term for review, approval and payment by THE COUNTY.
5. Responsibilities of FOOD BANK: FOOD BANK shall:
 - a. Use the budgeted, allocated and appropriated funds only to provide the services specified herein.
 - b. Insure that the staff hired by FOOD BANK is qualified.
 - c. Insure that a good and sufficient fidelity bond covers all personnel handling money.
 - d. Insure that no eligible person is denied services contracted for by THE COUNTY because of that person's inability to pay for such services.
 - e. Insure that no person shall be discriminated against in employment, or be excluded from participation in or be denied the benefits of any activity funded in whole or in part with the funds made available under this Agreement on the grounds of race, color, national origin, age, sex, handicap or disability.
 - f. Maintain detailed minutes of all FOOD BANK board meetings. The minutes shall include a list of all checks issued and their correct amounts, except for checks identifying individual clients which may be consolidated so that individual clients

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

g. Allow THE COUNTY to examine FOOD BANK'S financial records at any time.

h. Insure that a certified public accountant will conduct an annual independent financial and compliance audit and provide THE COUNTY with a copy of the audit.

i. Comply with all federal, state and local laws, rules and regulations applicable to FOOD BANK with respect to the services provided pursuant to this Agreement.

j. Provide regular reports to THE COUNTY concerning the services provided and the funds expended pursuant to this Agreement.

6. County Responsibilities: THE COUNTY shall:

a. Consult with and advise FOOD BANK as necessary with respect to the completion of FOOD BANK responsibilities under this Agreement.

b. Make regular payments to FOOD BANK based on vouchers received from FOOD BANK, up to the total maximum amounts allocated pursuant to this Agreement, subject to the budgeting, allocation and availability of funds and to FOOD BANK'S compliance with the terms and conditions of this Agreement.

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

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

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

declare the Agreement void and enter into negotiations with FOOD BANK for a new Agreement.

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

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

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

(1) In the case of THE COUNTY:

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

(2) In the case of FOOD BANK:

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

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

Dated this ____ day of _____, 2011.

BOARD OF COUNTY COMMISSIONERS FOR
SWEETWATER COUNTY, WYOMING

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

ATTEST:

Steven Dale Davis
Sweetwater County Clerk

Dated this 8 day of 11, 2011.

FOOD BANK OF
SWEETWATER COUNTY

By: Arminio Brathwaite

Title: BOARD CHAIRMAN

ATTEST:

Cynthia S. Sheehan

Title: VICE - CHAIR

**AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS FOR
SWEETWATER COUNTY, AND VOLUNTEER INFORMATION AND REFERRAL
SERVICE**

THIS AGREEMENT made and entered into by and between the County of Sweetwater, Wyoming, 80 West Flaming Gorge Way, Green River, Wyoming, 82935-4250, and Volunteer Information and Referral Service, 809 Thompson Street, Suite F, Rock Springs, Wyoming 82935.

WITNESSETH:

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

WHEREAS, Volunteer Information and Referral Service, hereinafter "VIRS", is willing, able and capable of providing the services herein specified to the citizens of Sweetwater County, Wyoming; and

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

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Term. The term of this Agreement shall be from July 1, 2011 through June 30, 2012, and may, if not supplanted by a new Agreement, or terminated pursuant to the terms hereof, continue on a month-to-month basis for not more than three months thereafter.
2. Services. VIRS agrees to provide the following services to residents of Sweetwater County, Wyoming:
 - a. Respite Care: Provide in-home care to help meet the needs of families with a

handicapped or disabled family member enabling other family members to leave the home temporarily.

b. Community Projects for Children: Through a child protection program, provide information, education, and referral on issues of child abuse and neglect.

3. Funding. THE COUNTY has budgeted, appropriated, or otherwise made available up to a maximum amount of \$95,030.00 for VIRS expenses in providing the services identified in this Agreement. THE COUNTY'S total liability shall not exceed said amount. The payment of all amounts hereunder is subject to final approval of the preliminarily budgeted amount, the availability of County funds and to VIRS'S compliance with the terms and conditions of this Agreement.

4. Furniture and Equipment. The parties mutually understand and agree that it may be necessary at times for VIRS to use allocated funds for the purchase of furniture and equipment to facilitate the provision of services hereunder. VIRS agrees that any furniture or equipment with a purchase price of Four Hundred Dollars (\$400.00) or more shall become the property of and be turned over to THE COUNTY in the event VIRS ceases to provide the services specified herein to residents of Sweetwater County or THE COUNTY ceases to provide funding to VIRS for said services. VIRS shall maintain said property in good condition and maintain sufficient property and casualty insurance on said property. The parties mutually agree that this provision shall survive the expiration of the term of this Agreement.

5. Payments. The parties hereto mutually agree that VIRS shall submit vouchers, with supporting invoices and receipts attached, to THE COUNTY on or before the 25th day of each month during the contract term for review, approval and payment by THE COUNTY.

6. Responsibilities of VIRS: VIRS shall:

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

VIRS with respect to the services provided pursuant to this Agreement.

j. Provide regular reports to THE COUNTY concerning the services provided and the funds expended pursuant to this Agreement.

7. County Responsibilities: THE COUNTY shall:

a. Consult with and advise VIRS as necessary with respect to the completion of VIRS responsibilities under this Agreement.

b. Make regular payments to VIRS based on vouchers received from VIRS, up to the total maximum amounts allocated pursuant to this Agreement, subject to the budgeting, allocation and availability of funds and to VIRS'S compliance with the terms and conditions of this Agreement.

8. Indemnification. VIRS shall indemnify and hold harmless the THE COUNTY, its officials, officers, agents and employees from and against any and all liabilities, claims and demands and causes of action of any kind or character, including death, or damages of any nature whatsoever to any person or property, arising out of the acts or omissions of VIRS, its officers, agents, employees or other persons, in the performance or non-performance of this Agreement. This provision shall not be interpreted, construed or regarded either expressly or impliedly as creating a right of action for the benefit of or creating any obligation toward any third person by THE COUNTY.

9. County Immunity. THE COUNTY does not waive its sovereign immunity by entering into this Agreement and fully retains all immunities and defenses provided by law with regard to any claim or action based on this Agreement.

10. VIRS Status. VIRS represents that it is managed by its own independent board of trustees.

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

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

13. General Provisions.

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

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

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

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

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

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

(1) In the case of THE COUNTY:

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

(2) In the case of VIRS:

Volunteer Information Referral Service
809 Thompson Street, Suit F
Rock Springs, Wyoming 82901

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

Dated this ____ day of _____, 2011.

BOARD OF COUNTY COMMISSIONERS FOR
SWEETWATER COUNTY, WYOMING

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

ATTEST:

Steven Dale Davis
Sweetwater County Clerk

Dated this ____ day of _____, 2011.

VOLUNTEER INFORMATION
REFERRAL SERVICE
By: Ann Capelan
Title: Executive Director

ATTEST:

Title: _____

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

THIS AGREEMENT made and entered into by and between the County of Sweetwater, Wyoming, 80 West Flaming Gorge Way, Green River, Wyoming, 82935-4250, and YWCA of Sweetwater County, P.O. Box 1667, Rock Springs, Wyoming 82902-1667.

WITNESSETH:

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

WHEREAS, YWCA of Sweetwater County, hereinafter "YWCA", is willing, able and capable of providing the services herein specified to the citizens of Sweetwater County, Wyoming; and

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

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Term. The term of this Agreement shall be from July 1, 2011 through June 30, 2012.
2. Services. YWCA agrees to provide the following services to residents of Sweetwater County, Wyoming:

- a. S.A.S.H. Program: Coordinate and administrate the YWCA Support and Safe House to address the needs of battered persons and their children and to create alternatives for them. Provide public education on the subject of domestic violence and sexual assault by way of lectures, films, discussion groups, training, etc. Provide referral services and/or short-term peer counseling to victims of sexual assault and domestic violence and their children. Operate a shelter for battered women and their

children, which provides a safe place for them to stay; provide men and their children with comparable alternative shelter.

b. Child Care Program: Provide childcare for children in Rock Springs and Green River, including a sliding scale for low-income families.

c. Big Brothers/Big Sisters Program: Provide service and coordinate the placement of children in need with adult volunteers to provide for friendship and one-on-one relationships.

3. Funding. THE COUNTY has budgeted, appropriated, or otherwise made available up to a maximum amount of \$335,548.00 for YWCA expenses in providing the services identified in this Agreement. THE COUNTY'S total liability shall not exceed said amount. The payment of all amounts hereunder is subject to final approval of the preliminarily budgeted amount, the availability of County funds and to YWCA'S compliance with the terms and conditions of this Agreement.

4. Payments. The parties hereto mutually agree that YWCA shall submit vouchers, with supporting invoices and receipts attached, to THE COUNTY on or before the 25th day of each month during the contract term for review, approval and payment by THE COUNTY.

5. Responsibilities of YWCA: YWCA shall:

a. Use the budgeted, allocated and appropriated funds only to provide the services specified herein.

b. Insure that the staff hired by YWCA is qualified.

c. Insure that a good and sufficient fidelity bond covers all personnel handling money.

d. Insure that no eligible person is denied services contracted for by THE COUNTY because of that person's inability to pay for such services.

e. Insure that no person shall be discriminated against in employment, or be excluded from participation in or be denied the benefits of any activity funded in whole or in part with the funds made available under this Agreement on the grounds of race, color, national origin, age, sex, handicap or disability.

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

g. Allow THE COUNTY to examine YWCA'S financial records at any time.

h. Insure that a certified public accountant will conduct an annual independent financial and compliance audit and provide THE COUNTY with a copy of the audit.

i. Comply with all federal, state and local laws, rules and regulations applicable to YWCA with respect to the services provided pursuant to this Agreement.

j. Provide regular reports to THE COUNTY concerning the services provided and the funds expended pursuant to this Agreement.

6. County Responsibilities: THE COUNTY shall:

a. Consult with and advise YWCA as necessary with respect to the completion of YWCA responsibilities under this Agreement.

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

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

7. Indemnification. YWCA shall indemnify and hold harmless the THE COUNTY, its officials, officers, agents and employees from and against any and all liabilities, claims and demands and causes of action of any kind or character, including death, or damages of any nature whatsoever to any person or property, arising out of the acts or omissions of YWCA, its officers, agents, employees or other persons, in the performance or non-performance of this Agreement. This provision shall not be interpreted, construed or regarded either expressly or impliedly as creating a right of action for the benefit of or creating any obligation toward any third person by THE COUNTY.

8. County Immunity. THE COUNTY does not waive its sovereign immunity by entering into this Agreement and fully retains all immunities and defenses provided by law with regard to any claim or action based on this Agreement.

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

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

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

12. General Provisions.

a. This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations. The parties acknowledge that there are no other

agreements that have not been fully set forth herein.

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

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

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

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

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

(1) In the case of THE COUNTY:

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

(2) In the case of YWCA:

YWCA of Sweetwater County.
P.O. Box 1667
Rock Springs, Wyoming 82902-1667

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

Dated this ____ day of _____, 2011.

BOARD OF COUNTY COMMISSIONERS FOR
SWEETWATER COUNTY, WYOMING

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

ATTEST:

Steven Dale Davis
Sweetwater County Clerk

Dated this 27th day of Sept., 2011.

YWCA OF SWEETWATER COUNTY.
By: Margaret Gibbens
Title: Board President

ATTEST:

Christie Lundberg
Title: YWCA Executive Director

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

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

WITNESSETH:

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

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

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

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Term. The term of this Agreement shall be from July 1, 2011 through June 30, 2012.
2. Services. Castle Rock agrees to provide the following services to residents of Sweetwater County:
 - a. Convalescent care to County residents not living within the boundaries of Castle Rock Hospital District.
 - b. Repairs to buildings owned and operated by Castle Rock Hospital District.
 - c. Community outreach and education programs to all County residents.

3. Funding. THE COUNTY has budgeted, appropriated, or otherwise made available up to a maximum amount of \$150,000.00 for Castle Rock expenses in providing the services identified in this Agreement. THE COUNTY'S total liability shall not exceed said amount. The payment of all amounts hereunder is subject to final approval of the preliminarily budgeted amount, the availability of County funds and to Castle Rock's compliance with the terms and conditions of this Agreement.

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

5. Responsibilities of Castle Rock: Castle Rock shall:

a. Use the budgeted, allocated and appropriated funds only to provide the services specified herein.

b. Insure that the staff hired by Castle Rock is qualified.

c. Insure that a good and sufficient fidelity bond covers all personnel handling money.

d. Insure that no eligible person is denied services contracted for by THE COUNTY because of that person's inability to pay for such services.

e. Insure that no person shall be discriminated against in employment, or be excluded from participation in or be denied the benefits of any activity funded in whole or in part with the funds made available under this Agreement on the grounds of race, color, national origin, age, sex, handicap or disability.

f. Maintain detailed minutes of all Castle Rock board meetings. The minutes shall include a list of all checks issued and their correct amounts, except for checks

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

g. Allow THE COUNTY to examine Castle Rock's financial records at any time.

h. Insure that a certified public accountant will conduct an annual independent financial and compliance audit and provide THE COUNTY with a copy of the audit.

i. Comply with all federal, state and local laws, rules and regulations applicable to CASTLE ROCK with respect to the services provided pursuant to this Agreement.

j. Provide regular reports to THE COUNTY concerning the services provided and the funds expended pursuant to this Agreement.

6. County Responsibilities: THE COUNTY shall:

a. Consult with and advise Castle Rock as necessary with respect to the completion of Castle Rock responsibilities under this Agreement.

b. Make regular payments to Castle Rock based on vouchers received from Castle Rock, up to the total maximum amounts allocated pursuant to this Agreement, subject to the budgeting, allocation and availability of funds and to Castle Rock's compliance with the terms and conditions of this Agreement.

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

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

8. County Immunity. THE COUNTY does not waive its sovereign immunity by entering into this Agreement and fully retains all immunities and defenses provided by law with regard to any claim or action based on this Agreement.

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

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

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

12. General Provisions.

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

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

c. If any provision or portion of this Agreement is held unconstitutional, invalid or

otherwise unenforceable, THE COUNTY shall have the right at its sole option to declare the Agreement void and enter into negotiations with CASTLE ROCK for a new Agreement.

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

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

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

(1) In the case of THE COUNTY:

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

(2) In the case of CASTLE ROCK:

Castle Rock Hospital District
1440 Uinta Dr
Green River, Wyoming 82935

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

Dated this ____ day of _____, 2011.

BOARD OF COUNTY COMMISSIONERS FOR
SWEETWATER COUNTY, WYOMING

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

ATTEST:

Steven Dale Davis
Sweetwater County Clerk

Dated this 21st day of Sept., 2011.

CASTLE ROCK HOSPITAL DISTRICT

By: Maury Cozud
Title: Executive Director

ATTEST:

Naomi Mumble
Title: Executive Secretary

**AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS FOR
SWEETWATER COUNTY, AND WESTERN WYOMING FAMILY PLANNING**

THIS AGREEMENT made and entered into by and between the County of Sweetwater, Wyoming, 80 West Flaming Gorge Way, Green River, Wyoming, 82935-4250, and Western Wyoming Family Planning, 809 Thompson Street, Suite A, Rock Springs, Wyoming 82901-7272.

WITNESSETH:

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

WHEREAS, Western Wyoming Family Planning, hereinafter "FAMILY PLANNING", is willing, able and capable of providing the services herein specified to the citizens of Sweetwater County, Wyoming; and

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

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Term. The term of this Agreement shall be from July 1, 2011 through June 30, 2012.
2. Services. FAMILY PLANNING agrees to provide the following services to residents of Sweetwater County, Wyoming:
 - a. Family planning outreach and referral services.
 - b. Comprehensive women's health care examinations and testing and treatment of sexually transmitted diseases.
 - c. Information about family planning to clients, resource agencies, and the community at large.
3. Funding. THE COUNTY has budgeted, appropriated, or otherwise made available up to a maximum amount of \$16,000.00 for FAMILY PLANNING expenses in providing the services identified in this Agreement. THE COUNTY'S total liability shall not exceed said amount. The payment of all amounts hereunder is subject to final approval of the preliminarily

budgeted amount, the availability of County funds and to FAMILY PLANNING'S compliance with the terms and conditions of this Agreement.

4. Payments. The parties hereto mutually agree that FAMILY PLANNING shall submit vouchers, with supporting invoices and receipts attached, to THE COUNTY on or before the 25th day of each month during the contract term for review, approval and payment by THE COUNTY.

5. Responsibilities of FAMILY PLANNING: FAMILY PLANNING shall:

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

Agreement.

- j. Provide regular reports to THE COUNTY concerning the services provided and the funds expended pursuant to this Agreement.
6. County Responsibilities: THE COUNTY shall:
 - a. Consult with and advise FAMILY PLANNING as necessary with respect to the completion of FAMILY PLANNING responsibilities under this Agreement.
 - b. Make regular payments to FAMILY PLANNING based on vouchers received from FAMILY PLANNING, up to the total maximum amounts allocated pursuant to this Agreement, subject to the budgeting, allocation and availability of funds and to FAMILY PLANNING'S compliance with the terms and conditions of this Agreement.
7. Indemnification. FAMILY PLANNING shall indemnify and hold harmless the THE COUNTY, its officials, officers, agents and employees from and against any and all liabilities, claims and demands and causes of action of any kind or character, including death, or damages of any nature whatsoever to any person or property, arising out of the acts or omissions of FAMILY PLANNING, its officers, agents, employees or other persons, in the performance or non-performance of this Agreement. This provision shall not be interpreted, construed or regarded either expressly or impliedly as creating a right of action for the benefit of or creating any obligation toward any third person by THE COUNTY.
8. County Immunity. THE COUNTY does not waive its sovereign immunity by entering into this Agreement and fully retains all immunities and defenses provided by law with regard to any claim or action based on this Agreement.
9. FAMILY PLANNING Status. FAMILY PLANNING represents that it is managed by its own independent board of trustees.
10. Assignment. FAMILY PLANNING may not assign this Agreement, or its rights, duties or obligations therein, without the prior written consent of THE COUNTY, which consent will not be withheld unreasonable.
11. Termination. This Agreement may be terminated by either party, with or without cause, upon thirty (30) days written notification to the other party and subject to the settlement of all outstanding accounts within thirty (30) days of the date of termination.
12. General Provisions.
 - a. This Agreement constitutes the entire agreement between the parties and

supersedes all prior negotiations. The parties acknowledge that there are no other agreements that have not been fully set forth herein.

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

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

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

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

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

(1) In the case of THE COUNTY:

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

(2) In the case of FAMILY PLANNING:

Western Wyoming Family Planning
809 Thompson Street, Suite A
Rock Springs, Wyoming 82901-7272

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

Dated this ____ day of _____, 2011.

BOARD OF COUNTY COMMISSIONERS FOR
SWEETWATER COUNTY, WYOMING

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

ATTEST:

Steven Dale Davis
Sweetwater County Clerk

Dated this ____ day of _____, 2011.

WESTERN WYOMING
FAMILY PLANNING.

By: Kathy Kumer

Title: Chair Person

ATTEST:

Sherry Peabick
Title: Deputy

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

THIS AGREEMENT made and entered into by and between the County of Sweetwater, Wyoming, 80 West Flaming Gorge Way, Green River, Wyoming, 82935-4250, and Hospice of Sweetwater County, 809 Thompson Street, Suite D, Rock Springs, Wyoming 82901-7272.

WITNESSETH:

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

WHEREAS, Hospice of Sweetwater County, hereinafter "HOSPICE", is willing, able and capable of providing the services herein specified to the citizens of Sweetwater County, Wyoming; and

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

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Term. The term of this Agreement shall be from July 1, 2011 through June 30, 2012.
2. Services. HOSPICE agrees to provide the following services to residents of Sweetwater County:
 - a. Patient-Family Services: Provide physical, emotional, and social assistance to the terminally ill and their families.
 - b. Bereavement Services: Help the family survivors through the year following death.
 - c. Community Education Services: Assist other agencies in dealing with the terminally ill and offer information on the dying process, grief, and bereavement to the

community.

3. Funding. THE COUNTY has budgeted, appropriated, or otherwise made available up to a maximum amount of \$98,000.00 for HOSPICE expenses in providing the services identified in this Agreement. THE COUNTY'S total liability shall not exceed said amount. The payment of all amounts hereunder is subject to final approval of the preliminarily budgeted amount, the availability of County funds and to HOSPICE'S compliance with the terms and conditions of this Agreement.
4. Payments. The parties hereto mutually agree that HOSPICE shall submit vouchers, with supporting invoices and receipts attached, to THE COUNTY on or before the 25th day of each month during the contract term for review, approval and payment by THE COUNTY.
5. Responsibilities of HOSPICE: HOSPICE shall:
 - a. Use the budgeted, allocated and appropriated funds only to provide the services specified herein.
 - b. Insure that the staff hired by HOSPICE is qualified.
 - c. Insure that a good and sufficient fidelity bond covers all personnel handling money.
 - d. Insure that no eligible person is denied services contracted for by THE COUNTY because of that person's inability to pay for such services.
 - e. Insure that no person shall be discriminated against in employment, or be excluded from participation in or be denied the benefits of any activity funded in whole or in part with the funds made available under this Agreement on the grounds of race, color, national origin, age, sex, handicap or disability.
 - f. Maintain detailed minutes of all HOSPICE board meetings. The minutes shall

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

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

6. County Responsibilities: THE COUNTY shall:

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

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

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

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

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

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

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

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

(1) In the case of THE COUNTY:

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

(2) In the case of HOSPICE:

Hospice of Sweetwater County
809 Thompson Street, Suite D
Rock Springs, Wyoming 82901-7272

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

Dated this ____ day of _____, 2011.

BOARD OF COUNTY COMMISSIONERS FOR
SWEETWATER COUNTY, WYOMING

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

ATTEST:

Steven Dale Davis
Sweetwater County Clerk

Dated this 28 day of Sept, 2011.

SWEETWATER COUNTY
HOSPICE.

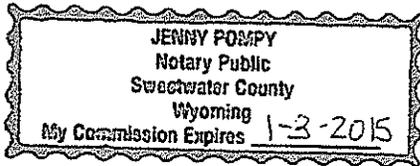
By: Samuel L. Jelaca

Title: Executive Director

ATTEST:

Jenny Pompy

Title: Office Manager



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

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

WITNESSETH:

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

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

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

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Term. The term of this Agreement shall be from July 1, 2011 through June 30, 2012.
2. Services. GOLDEN HOUR agrees to provide the following services to residents of Sweetwater County, Wyoming:
 - a. Home delivered meals and special diets for seniors.
 - b. Adult home care and care management
 - c. Certain health objectives, re: blood pressure cuffs, pulse oximeters, etc.
 - d. Transportation for seniors.
 - e. Activities for seniors.

3. Funding. THE COUNTY has budgeted, appropriated, or otherwise made available up to a maximum amount of \$274,000.00 for GOLDEN HOUR expenses in providing the services identified in this Agreement. THE COUNTY'S total liability shall not exceed said amount. The payment of all amounts hereunder is subject to final approval of the preliminarily budgeted amount, the availability of County funds and to GOLDEN HOUR'S compliance with the terms and conditions of this Agreement.
4. Payments. The parties hereto mutually agree that GOLDEN HOUR shall submit vouchers, with supporting invoices and receipts attached, to THE COUNTY on or before the 25th day of each month during the contract term for review, approval and payment by THE COUNTY.
5. Responsibilities of GOLDEN HOUR: GOLDEN HOUR shall:
 - a. Use the budgeted, allocated and appropriated funds only to provide the services specified herein.
 - b. Insure that the staff hired by GOLDEN HOUR is qualified.
 - c. Insure that a good and sufficient fidelity bond covers all personnel handling money.
 - d. Insure that no eligible person is denied services contracted for by THE COUNTY because of that person's inability to pay for such services.
 - e. Insure that no person shall be discriminated against in employment, or be excluded from participation in or be denied the benefits of any activity funded in whole or in part with the funds made available under this Agreement on the grounds of race, color, national origin, age, sex, handicap or disability.
 - f. Maintain detailed minutes of all GOLDEN HOUR board meetings. The minutes shall include a list of all checks issued and their correct amounts, except for

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

g. Allow THE COUNTY to examine GOLDEN HOUR'S financial records at any time.

h. Insure that a certified public accountant will conduct an annual independent financial and compliance audit and provide THE COUNTY with a copy of the audit.

i. Comply with all federal, state and local laws, rules and regulations applicable to GOLDEN HOUR with respect to the services provided pursuant to this Agreement.

j. Provide regular reports to THE COUNTY concerning the services provided and the funds expended pursuant to this Agreement.

6. County Responsibilities: THE COUNTY shall:

a. Consult with and advise GOLDEN HOUR as necessary with respect to the completion of GOLDEN HOUR responsibilities under this Agreement.

b. Make regular payments to GOLDEN HOUR based on vouchers received from GOLDEN HOUR, up to the total maximum amounts allocated pursuant to this Agreement, subject to the budgeting, allocation and availability of funds and to GOLDEN HOUR'S compliance with the terms and conditions of this Agreement.

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

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

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

otherwise unenforceable, THE COUNTY shall have the right at its sole option to declare the Agreement void and enter into negotiations with GOLDEN HOUR for a new Agreement.

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

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

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

(1) In the case of THE COUNTY:

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

(2) In the case of GOLDEN HOUR:

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

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

Dated this ____ day of _____, 2011.

BOARD OF COUNTY COMMISSIONERS FOR
SWEETWATER COUNTY, WYOMING

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

ATTEST:

Steven Dale Davis
Sweetwater County Clerk

Dated this 20 day of Sept, 2011.

GOLDEN HOUR
SENIOR CITIZEN'S CENTER.

By: Merrilyn Shanbrook
Title: Board Chairman

ATTEST:

E. Dean Makie

Title: Notary

My commission expires
09/08/14

E. Dean Makie
Notary Public
Sweetwater County
Wyoming

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

THIS AGREEMENT made and entered into by and between the County of Sweetwater, Wyoming, 80 West Flaming Gorge Way, Green River, Wyoming, 82935-4250, and Young and Heart Senior Citizen's Center, ~~538 Pilot Butte Ave.~~, Rock Springs, Wyoming 82901-5369.

2400 Reagan Ave
WITNESSETH:

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

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

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

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Term. The term of this Agreement shall be from July 1, 2011 through June 30, 2012, and may, if not supplanted by a new Agreement, or terminated pursuant to the terms hereof, continue on a month-to-month basis for not more than three months thereafter.
2. Services. YOUNG AT HEART agrees to provide the following services to residents of Sweetwater County, Wyoming:
 - a. Home delivered meals and special diets for seniors.
 - b. Adult home care and care management

- c. Certain health objectives, re: blood pressure cuffs, pulse oximeters, etc.
- d. Transportation for seniors.
- e. Activities for seniors.

3. Funding. THE COUNTY has budgeted, appropriated, or otherwise made available up to a maximum amount of \$285,500.00 for YOUNG AT HEART expenses in providing the services identified in this Agreement. THE COUNTY'S total liability shall not exceed said amount. The payment of all amounts hereunder is subject to final approval of the preliminarily budgeted amount, the availability of County funds and to YOUNG AT HEART'S compliance with the terms and conditions of this Agreement.

4. Furniture and Equipment. The parties mutually understand and agree that it may be necessary at times for YOUNG AT HEART to use allocated funds for the purchase of furniture and equipment to facilitate the provision of services hereunder. YOUNG AT HEART agrees that any furniture or equipment with a purchase price of Four Hundred Dollars (\$400.00) or more shall become the property of and be turned over to THE COUNTY in the event YOUNG AT HEART ceases to provide the services specified herein to residents of Sweetwater County or THE COUNTY ceases to provide funding to YOUNG AT HEART for said services. YOUNG AT HEART shall maintain said property in good condition and maintain sufficient property and casualty insurance on said property. The parties mutually agree that this provision shall survive the expiration of the term of this Agreement.

5. Payments. The parties hereto mutually agree that YOUNG AT HEART shall submit vouchers, with supporting invoices and receipts attached, to THE COUNTY on or before the 25th day of each month during the contract term for review, approval and payment by THE COUNTY.

6. Responsibilities of YOUNG AT HEART: YOUNG AT HEART shall:
- a. Use the budgeted, allocated and appropriated funds only to provide the services specified herein.
 - b. Insure that the staff hired by YOUNG AT HEART is qualified.
 - c. Insure that a good and sufficient fidelity bond covers all personnel handling money.
 - d. Insure that no eligible person is denied services contracted for by THE COUNTY because of that person's inability to pay for such services.
 - e. Insure that no person shall be discriminated against in employment, or be excluded from participation in or be denied the benefits of any activity funded in whole or in part with the funds made available under this Agreement on the grounds of race, color, national origin, age, sex, handicap or disability.
 - f. Maintain detailed minutes of all YOUNG AT HEART board meetings. The minutes shall include a list of all checks issued and their correct amounts, except for checks identifying individual clients which may be consolidated so that individual clients cannot be identified. The minutes shall be made available for public inspection during regular business hours. The minutes shall comply with all applicable laws, rules and regulations concerning confidentiality of client records. YOUNG AT HEART may use executive sessions for the discussion of personnel or client matters where permitted by applicable law.
 - g. Allow THE COUNTY to examine YOUNG AT HEART'S financial records at any time.
 - h. Insure that a certified public accountant will conduct an annual independent

financial and compliance audit and provide THE COUNTY with a copy of the audit.

i. Comply with all federal, state and local laws, rules and regulations applicable to YOUNG AT HEART with respect to the services provided pursuant to this Agreement.

j. Provide regular reports to THE COUNTY concerning the services provided and the funds expended pursuant to this Agreement.

7. County Responsibilities: THE COUNTY shall:

a. Consult with and advise YOUNG AT HEART as necessary with respect to the completion of YOUNG AT HEART responsibilities under this Agreement.

b. Make regular payments to YOUNG AT HEART based on vouchers received from YOUNG AT HEART, up to the total maximum amounts allocated pursuant to this Agreement, subject to the budgeting, allocation and availability of funds and to YOUNG AT HEART'S compliance with the terms and conditions of this Agreement.

8. Indemnification. YOUNG AT HEART shall indemnify and hold harmless the THE COUNTY, its officials, officers, agents and employees from and against any and all liabilities, claims and demands and causes of action of any kind or character, including death, or damages of any nature whatsoever to any person or property, arising out of the acts or omissions of YOUNG AT HEART, its officers, agents, employees or other persons, in the performance or non-performance of this Agreement. This provision shall not be interpreted, construed or regarded either expressly or impliedly as creating a right of action for the benefit of or creating any obligation toward any third person by THE COUNTY.

9. County Immunity. THE COUNTY does not waive its sovereign immunity by entering into this Agreement and fully retains all immunities and defenses provided by law with regard to any claim or action based on this Agreement.

10. YOUNG AT HEART Status. YOUNG AT HEART represents that it is managed by its own independent board of trustees.

11. Assignment. YOUNG AT HEART may not assign this Agreement, or its rights, duties or obligations therein, without the prior written consent of THE COUNTY, which consent will not be withheld unreasonable.

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

13. General Provisions.

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

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

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

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

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

f. Notices required or permitted under this Agreement shall be delivered

personally or deposited in the United States mail, postage prepaid, to the following addresses:

(1) In the case of THE COUNTY:

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

(2) In the case of YOUNG AT HEART:

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

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

Dated this ____ day of _____, 2011.

BOARD OF COUNTY COMMISSIONERS FOR
SWEETWATER COUNTY, WYOMING

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

ATTEST:

Steven Dale Davis
Sweetwater County Clerk

Dated this ____ day of _____, 2011.

YOUNG AT HEART
SENIOR CITIZEN'S CENTER.

By: Mary Brown
Title: Board Chairman

ATTEST:

Title: _____

CB
12/29/2011

EXTENDED PROFESSIONAL SERVICE AGREEMENT

THIS AGREEMENT is made and entered into by and between the University of Wyoming, hereafter referred to as the University, and the Board of County Commissioners of Sweetwater County, hereafter referred to as the County.

WITNESSETH that Whereas, under the Federal Smith-Lever Act, and the State Acceptance Act of 1915, and amendments thereto covering Extension programs, The County desires an additional Extension Professional for the purpose of assisting and encouraging the development of 4-H and other youth programming.

Said work shall be done and directed under the supervision of the Director of the Cooperative Extension Service of the University of Wyoming.

NOW THEREFORE, for and in consideration of the covenants and agreements of each to the other running, and for other good and valuable consideration as herein contained, the said parties agree as follows: In return for the above services, the County will contribute \$20,004.00 annually to the University of Wyoming Cooperative Extension Service.

In order that the University may receive the total County contributions for each fiscal year before June 30th of such year, the County agrees to make payments to the University as follows:

Four payments of \$5,001.00 due September 2011, and January, March and June, 2012.

THE TERMS AND CONDITIONS OF THIS AGREEMENT shall be and remain in force and effect from August 2, 2011 until June 30, 2012 unless terminated by mutual consent of the two parties involved.

In the event this agreement is terminated, the University will return unused funds contributed by the County.

Neither party waives its sovereign immunity by entering into this agreement and each

fully retains all immunities and defenses provided by law with regard to any action based on this agreement.

Both parties shall fully adhere to all applicable local, state, and federal laws regarding equal employment opportunity.

The University's policy is one of equal opportunity for all persons in all facets of the University's operations. Equal opportunity is offered to all officers, faculty, and staff members, and applicants for employment on the basis of their demonstrated ability and competence and without regard to such matters as race, color, national origin, sex, sexual orientation, religion, political belief, age, veteran status, or handicap.

IN WITNESS WHEREOF, the Board of Commissioners of Sweetwater County, has caused this agreement to be executed by its Chairman on the _____ day of _____, 2011, and the University of Wyoming has caused the same to be executed by the Vice President for Finance of the University of Wyoming on this _____ day of _____, 2011, and the Director of Cooperative Extension this _____ day of _____, 2011.

Board of County Commissioners
Sweetwater County

Chairman

Director
Cooperative Extension Service
University of Wyoming

Purchasing Manager
University of Wyoming

CB
12/21/2011

EXTENDED PROFESSIONAL SERVICE AGREEMENT

THIS AGREEMENT is made and entered into by and between the University of Wyoming, hereafter referred to as the University, and the Board of County Commissioners of Sweetwater County, hereafter referred to as the County.

WITNESSETH that Whereas, under the Federal Smith-Lever Act, and the State Acceptance Act of 1915, and amendments thereto covering Extension programs, The County desires an additional Extension Professional for the purpose of assisting and encouraging 4-H secretarial and clerical support..

Said work shall be done and directed under the supervision of the Director of the Cooperative Extension Service of the University of Wyoming.

NOW THEREFORE, for and in consideration of the covenants and agreements of each to the other running, and for other good and valuable consideration as herein contained, the said parties agree as follows: In return for the above services, the County will contribute \$47,326.00 annually to the University of Wyoming Cooperative Extension Service.

In order that the University may receive the total County contributions for each fiscal year before June 30th of such year, the County agrees to make payments to the University as follows:

Four payments of \$11,831.50 due in September, 2011, December, March and June, 2012.

THE TERMS AND CONDITIONS OF THIS AGREEMENT shall be and remain in force and effect from July 1, 2011, until June 30, 2012 unless terminated by mutual consent of the two parties involved.

In the event this agreement is terminated, the University will return unused funds contributed by the County.

Neither party waives its sovereign immunity by entering into this agreement and each fully retains all immunities and defenses provided by law with regard to any action based on this

agreement.

Both parties shall fully adhere to all applicable local, state, and federal laws regarding equal employment opportunity.

The University's policy is one of equal opportunity for all persons in all facets of the University's operations. Equal opportunity is offered to all officers, faculty, and staff members, and applicants for employment on the basis of their demonstrated ability and competence and without regard to such matters as race, color, national origin, sex, sexual orientation, religion, political belief, age, veteran status, or handicap.

IN WITNESS WHEREOF, the Board of Commissioners of Sweetwater County, has caused this agreement to be executed by its Chairman on the _____ day of _____, 2011, and the University of Wyoming has caused the same to be executed by the Vice President for Finance of the University of Wyoming on this _____ day of _____, 2011, and the Director of Cooperative Extension on this _____ day of _____, 2011.

Board of County Commissioners
Sweetwater County

Chairman

Director
Cooperative Extension Service
University of Wyoming

Procurement Services Manager
University of Wyoming

CB
12/29/2011

EXTENDED PROFESSIONAL SERVICE AGREEMENT

THIS AGREEMENT is made and entered into by and between the University of Wyoming, hereafter referred to as the University, and the Board of County Commissioners of Sweetwater County, hereafter referred to as the County.

WITNESSETH that Whereas, under the Federal Smith-Lever Act, and the State Acceptance Act of 1915, and amendments thereto covering Extension programs, The County desires an additional Extension Professional for the purpose of assisting and encouraging the development of horticulture/floriculture/urban forestry/turf management programs.

Said work shall be done and directed under the supervision of the Director of the Cooperative Extension Service of the University of Wyoming.

NOW THEREFORE, for and in consideration of the covenants and agreements of each to the other running, and for other good and valuable consideration as herein contained, the said parties agree as follows: In return for the above services, the County will contribute \$3,700.00 for this fiscal year to the University of Wyoming Cooperative Extension Service.

In order that the University may receive the total County contributions for each fiscal year before June 30th of such year, the County agrees to make payments to the University as follows:

One payment not to exceed \$3,700.00 due in October, 2011

THE TERMS AND CONDITIONS OF THIS AGREEMENT shall be and remain in force and effect from July 1, 2011, until October 3, 2011.

In the event this agreement is terminated, the University will return unused funds contributed by the County.

Neither party waives its sovereign immunity by entering into this agreement and each fully retains all immunities and defenses provided by law with regard to any action based on this agreement.

Both parties shall fully adhere to all applicable local, state, and federal laws regarding

equal employment opportunity.

The University's policy is one of equal opportunity for all persons in all facets of the University's operations. Equal opportunity is offered to all officers, faculty, and staff members, and applicants for employment on the basis of their demonstrated ability and competence and without regard to such matters as race, color, national origin, sex, sexual orientation, religion, political belief, age, veteran status, or handicap.

IN WITNESS WHEREOF, the Board of Commissioners of Sweetwater County, has caused this agreement to be executed by its Chairman on the _____ day of _____, 2011, and the University of Wyoming has caused the same to be executed by the Vice President for Finance of the University of Wyoming on this _____ day of _____, 2011, and the Director of Cooperative Extension this _____ day of _____, 2011.

Board of County Commissioners
Sweetwater County

Chairman

Director
Cooperative Extension Service
University of Wyoming

Procurement Services Manager
University of Wyoming

RESOLUTION 12-01-CC-03
Deferred 457 Compensation Plans Amendments

WHEREAS, Sweetwater County Employees are able to participate in Deferred 457 Compensation Plans (hereinafter, the "Plans") for the exclusive benefit of its employees and their beneficiaries,

NOW THEREFORE, BE IT RESOLVED that the Employer (Sweetwater County) hereby authorizes the Chairman to sign any documents necessary to amend and restate the Plans and,

RESOLVED, FURTHER, that the Chairman is hereby authorized to execute the amendments and restatements of the Plans effective December 31, 2011;

BOARD OF COUNTY COMMISSIONERS
SWEETWATER COUNTY, WYOMING

Wally J. Johnson, Chair

Gary Bailiff, Member

John K. Kolb, Member

Reid O. West, Member

ATTEST:

Steven Dale Davis, County Clerk

Don Van Matre, Member



Attention: The enclosed documents are meant for the sponsoring employer of this retirement plan. If you are not the employer, please give these important documents to the employer immediately.

September 12, 2011

**WRERA AMENDMENT – 2011
AMENDMENT FOR 457(B) PLANS REQUIRED BY DECEMBER 31, 2011**

Dear Employer:

The Worker, Retiree, and Employer Recovery Act of 2008 (WRERA) provided a waiver of required minimum distributions (RMDs) and beneficiary life expectancy payments for the 2009 tax year.

This Act affects your employer-sponsored retirement plan and requires you to amend your Plan to incorporate the changes.

Required Action:

- 1. Amend your plan by completing and signing the enclosed WRERA Amendment by December 31, 2011.**
Two copies of the WRERA Amendment are included with this letter. Complete and sign both; keep one in your Plan's file and return the other to Waddell & Reed in the postage-paid envelope provided. This is an IRS requirement; not an option.
- 2. Basic Plan Document.**
A copy of the Worker, Retiree, and Employer Recovery Act of 2008 (WRERA) Basic Plan Document Amendment is also included for you to review and place in your Plan's file.

Failure to timely complete this amendment process could result in the disqualification of your Plan.

As part of our continuing commitment to provide you the best retirement plan services available, the WRERA Amendment enclosed provides you all the materials needed to keep your plan in compliance with IRS requirements.

We appreciate the opportunity to be of service. If you have questions about this important amendment process, please contact your Financial Advisor, or you may contact us directly at 1.888.WADDELL (923.3355), Option 4, and then Option 3.

Best Regards,
Retirement Plans Operations
WI Services Company

**Worker, Retiree and Employer Recovery Act of
2008 (WRERA) Amendment Kit**

**For use with Ascensus'
IRC Section 457(b) Deferred Compensation
Plan Documents**

INSTRUCTIONS

- Complete and sign the Ascensus WRERA Adoption Agreement Amendment and file it with your other plan documents.
- Review the Ascensus WRERA Specimen Plan Document Amendment and file it with your other plan documents.

**Worker, Retiree and Employer Recovery Act of 2008 (WRERA)
Adoption Agreement Amendment**

This amendment of the Plan (hereinafter referred to as "the Amendment") is comprised of this Worker, Retiree and Employer Recovery Act of 2008 (WRERA) Adoption Agreement Amendment (the "Adoption Agreement Amendment") and the corresponding Specimen Plan Document Amendment. The Amendment is adopted to reflect the provisions of WRERA. The Amendment is intended to provide good faith compliance with WRERA and related guidance until the Plan is formally restated to incorporate such guidance. The Amendment is effective January 1, 2009, and such provisions apply to Plan operations during the period beginning on December 1, 2009, and ending on December 31, 2009. The IRS will not consider the Plan to have failed to operate in accordance with its terms merely because during the period beginning on January 1, 2009, and ending on November 30, 2009, the Plan's operation conflicted with the provisions of the Amendment pertaining to required minimum distributions (RMDs) for 2009. The Amendment supersedes the existing provisions of the Plan to the extent that those provisions are inconsistent with the provisions of the Amendment.

EMPLOYER INFORMATION

Name of Plan Sweetwater County 457 Plan
Account Number n/a

DISTRIBUTIONS
Complete Parts A through D

Part A. 2009 RMD Payment Election

May Participants and Beneficiaries who would have otherwise been required to receive minimum distributions for 2009 but for the enactment of Code Section 401(a)(9)(H) choose whether to remove their 2009 RMD or Extended 2009 RMD from the Plan (*select one*)?

Option 1: Yes. (*Complete the following*)

If a Participant or Beneficiary does not choose whether to remove their 2009 RMD or Extended 2009 RMD, the Employer will (*select one*):

Suboption (a): retain such amount within the Plan.

Suboption (b): distribute such amount to the Participant or Beneficiary.

NOTE: *If no suboption is selected, Suboption (a) will apply.*

Option 2: No. (*Complete the following*)

The Employer will (*select one*):

Suboption (a): retain such amount within the Plan.

Suboption (b): distribute such amount to the Participant or Beneficiary.

NOTE: *If no suboption is selected, Suboption (a) will apply.*

NOTE: *If no option is selected, Option 1 will apply.*

Part B. Definition of Eligible Rollover Distribution

For purposes of the Direct Rollover distribution provisions of the Plan, if the Plan is a State Plan the following will also be treated as Eligible Rollover Distributions (*select one*):

Option 1: 2009 RMDs and Extended 2009 RMDs.

Option 2: 2009 RMDs.

Option 3: Neither 2009 RMDs nor Extended 2009 RMDs.

NOTE: *If no option is selected, Option 1 will apply.*

EMPLOYER SIGNATURE

Signature of Employer

1. I acknowledge that I have relied upon my own advisers regarding the completion of the Amendment and the legal and tax implications of amending this Plan;
2. I understand that my failure to properly complete the Amendment may result in disqualification of the Plan; and
3. I have received a copy of the Amendment.

Signature of Adopting Employer _____ Date Signed _____

Type Name _____ Title _____

Worker, Retiree and Employer Recovery Act of 2008 (WRERA) Specimen Plan Document Amendment

The amendment of the Plan (hereinafter referred to as "the Amendment") is comprised of this Worker, Retiree and Employer Recovery Act of 2008 (WRERA) Based Plan Document Amendment (the "Specimen Plan Document Amendment") and the corresponding Adoption Agreement Amendment. The Amendment is intended to provide good faith compliance with WRERA and related guidance until the Plan is formally restated to incorporate such guidance. The Amendment is effective January 1, 2009, and such provisions apply to Plan operations during the period beginning on December 1, 2009, and ending on December 31, 2009. The IRS will not consider the Plan to have failed to operate in accordance with its terms merely because during the period beginning on January 1, 2009, and ending on November 30, 2009, the Plan's operation conflicted with the provisions of the Amendment pertaining to required minimum distributions (RMDs) for 2009.

DEFINITIONS

2009 RMD

2009 RMD is added to the Plan as a new defined term with the following definition:

Means a required minimum distribution that would have been distributed to a Participant or Beneficiary for 2009 but for the enactment of Code Section 401(a)(9)(H).

EXTENDED 2009 RMD

Extended 2009 RMD is added to the Plan as a new defined term with the following definition:

Means one or more payments in a series of substantially equal distributions (that include the 2009 RMD) made at least annually and expected to last for the life (or life expectancy) of the Participant and the Participant's designated Beneficiary, or for a period of at least 10 years.

ELIGIBLE ROLLOVER DISTRIBUTION

The Plan's definition of Eligible Rollover Distribution is modified by adding the following as a new paragraph to the end.

Notwithstanding the foregoing, solely for purposes of applying the Direct Rollover distribution provisions of the Plan, 2009 RMDs and Extended 2009 RMDs distributed for 2009 will be treated as Eligible Rollover Distributions, unless otherwise elected in the Adoption Agreement Amendment.

CONTRIBUTIONS

The Specimen Plan Document Section titled Rollover Contributions is modified by adding the following to the end:

If the Plan allows rollover contributions, 2009 RMDs and Extended 2009 RMDs distributed for 2009 will be considered Eligible Rollover Distributions and may be rolled over to the Plan in accordance with this section and the Plan's existing rollover contribution elections.

DISTRIBUTIONS AND LOANS

The Specimen Plan Document Section titled Minimum Distribution Requirements Beginning in 2003 is modified by adding the following, as the next alphabetically ordered paragraph, to the end.

Temporary Waiver of Required Minimum Distribution Requirements

Notwithstanding anything in the Plan or the use of distribution calendar year to the contrary, Participants and Beneficiaries who would have been required to receive a 2009 RMD or Extended 2009 RMD but for the enactment of Code Section 401(a)(9)(H) will be given the choice to receive such distributions for 2009 unless otherwise indicated in the Adoption Agreement Amendment.

If a Participant or Beneficiary described above is allowed to remove their 2009 RMD or Extended 2009 RMD but does not elect to receive such amount, the 2009 RMD or Extended 2009 RMD will be retained in the Plan unless otherwise indicated in the Adoption Agreement Amendment.

In addition, notwithstanding anything in the Plan to the contrary, if a Beneficiary's balance is required to be distributed under Code Section 401(a)(9)(B)(ii), the five-year period described in such section shall be determined without regard to calendar year 2009.

RESOLUTION AUTHORIZING ADOPTION OF
PLAN RESTATEMENT

"WHEREAS, Sweetwater County (hereinafter, the "Employer") established the Specimen Section 457 Deferred Compensation Plan (hereinafter, the "Plan"), effective May 5, 1999, for the exclusive benefit of its employees and their beneficiaries;

NOW, THEREFORE, BE IT RESOLVED that the Employer hereby amends and restates the Plan in the form of the Plan attached hereto; and,

RESOLVED, FURTHER, that the appropriate officers of the Employer, or their delegates, are hereby authorized to execute the amendment and restatement of the Plan effective December 31, 2011."

I, _____, do hereby certify that the above and foregoing was adopted by the _____ on the _____ day of _____, _____.

Signature

WITNESS:



The Variable Annuity Life Insurance Company
P.O. Box 15648
Amarillo, TX 79105

SECTION 457(b) DEFERRED COMPENSATION PLAN
(For Governmental Employers)
EXPLANATION OF
ADOPTION AGREEMENT

Item 1 - Plan Effective Date

This section indicates whether the Plan is a new plan (in which case Employer should check the first box and indicate the effective date of the plan) or a restated plan (in which case the Employer should check the second box and indicate both the effective date of the restatement and the original effective date of the plan). Any amendment and restatement should generally be effective as of a date that is not earlier than the first day of the calendar year in which the Adoption Agreement is executed nor later than the last day of the plan year in which the legislative change is required. Note that certain plan provisions are retroactively effective to dates as early as January 1, 2007 (in order to comply with recent statutory changes to Section 457(b)).

Item 2 - Eligible Employees

This section allows the Employer to indicate which Employees shall be allowed to participate in the Plan. However, the Employer may also elect to determine each year which Employees will be allowed to participate in the Plan.

Item 3 - Roth Contributions

Under recent legislation, governmental 457(b) plans may now allow participants to designate all or a portion of their elective contributions to the Plan as after-tax "Roth" contributions. However, plans are not *required* to allow Roth contributions. The Employer must check the appropriate box if it wishes to allow Participants to make designated Roth contributions under the Plan.

Item 4 - Employer Contributions

The Employer should indicate whether it will make Employer Contributions to the Plan. If the Employer simply wishes to retain the discretion to make Employer Contributions, it should check the second box under this item. If the Employer intends for the plan to be a "FICA opt-out" or "FICA replacement" plan for some or all of its Employees, it should check the third box and indicate whether the required contribution (7.5% of Compensation) will be achieved or made through Employer Contributions or through "Mandatory Employee Contributions" (or some combination of both).

Item 5 - Loans

This section allows the Employer to indicate whether Participants will be allowed to borrow from their account under the Plan.

Item 6 - Unforeseeable Emergency Withdrawals

The Employer may elect whether in-service withdrawals on account of unforeseeable emergency will be allowed under the Plan. If unforeseeable emergency withdrawals are allowed, then the Employer may also elect whether to allow unforeseeable emergency withdrawals on account of illness, accident or need to pay for funeral expenses of a Participant's primary Beneficiary. If unforeseeable emergency withdrawals on account of illness, accident or need to pay for funeral expenses of a Participant's primary Beneficiary have been allowed only since a date later than August 17, 2006 (or the original effective date of the Plan, if later), then the Employer should insert that date in the space provided. See Section 6.08 of the Basic Plan Document for the requirements for an unforeseeable emergency withdrawal.

Item 7 - Participant's Election to Receive In-Service Distribution

The Employer may elect whether Participants with small (\$5,000 or less) account balances (who have not made any deferrals under the Plan for at least two years) will be allowed to elect an in-service distribution of their account balance under the Plan.

Item 8 - Distribution Without Participant's Consent

The Employer may elect whether Participants with account balances that do not exceed \$1,000 (and who have not made any deferrals under the Plan for at least two years) may be cashed out (by the Employer) without the Participant's consent.

Item 9 - Distributions to Individuals in Uniformed Services

The Employer may elect whether Participants on military leave will be permitted to take a distribution of their account balance under the Plan (as permitted, but not required, under the HEART Act).

Item 10 - In-plan Roth Conversions

Under the 2010 Small Business Jobs Act, 457(b) plans that allow participants to make designated Roth contributions may also allow in-plan Roth conversions. If (and only if) the Employer has elected (in Item 3) to allow Roth contributions, the Employer may elect to allow in-plan Roth conversions of amounts that are otherwise distributable under the terms of the Plan.



The Variable Annuity Life Insurance Company
P.O. Box 15648
Amarillo, TX 79105

Item 11 - Deductions from Distributions to Eligible Retired Public Safety Officers

Under the Pension Protection Act, Participants who qualify as "eligible retired public safety officers" may elect to have a portion of an otherwise taxable distribution paid directly to the provider of an accident or health insurance or qualified long-term care insurance contract and such amount will be excluded from the Participant's gross income. If the Employer wishes to allow such deductions, the Employer should check the first box.

Item 12 - Non-spousal Beneficiary Rollovers

The Pension Protection Act also changed the distribution rules to permit non-taxable rollovers by non-spouse Beneficiaries after 2006. However, plans were not *required* to allow such distributions before 2010. The Employer should indicate whether rollovers by non-spouse Beneficiaries were permitted prior to 2010 and, if so, whether those distributions were first allowed as of January 1, 2007, or as of a later date (that is not later than January 1, 2010).

Item 13 - Required Minimum Distributions for 2009

Under the Worker, Retiree and Employer Recovery Act of 2008, governmental 457(b) plans were not *required* to make "minimum distributions" for the 2009 calendar year. VALIC's standard procedure for 2009 was as follows: Participants who were receiving installment payments (where all or a portion of the payment was a "2009 required minimum distribution") continued to receive those payments unless they specifically elected otherwise, but no other Participants received minimum distributions for that year. If the plan followed VALIC standard procedure, the Employer should check the first box. If the plan did not follow VALIC's standard procedure with respect to 2009 minimum distributions, the Employer should check one of the other boxes, as appropriate.

Item 14 - Optional Benefit Accruals under HEART Act

Under the HEART Act, governmental 457(b) plans may, but are not required to, treat certain Participants who die or become disabled while on active duty in the uniformed services as if they had returned to work on the day before their date of death or disability (such that they would be entitled, under USERRA, to any additional benefit accruals attributable to their period of military service). If the Employer wishes to provide for this "optional" benefit accrual, the Employer should check the appropriate box.

Item 15 - Governing Law

The Employer should indicate what State or Commonwealth's laws shall govern the operation of the Plan and the interpretation of the Plan document.

**SPECIMEN
SECTION 457(b) DEFERRED COMPENSATION PLAN
GOVERNMENTAL EMPLOYERS**

This specimen plan document (which includes both an Adoption Agreement and a Basic Plan Document) is intended to meet the requirements of an eligible deferred compensation plan under Section 457(b) of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, that is sponsored by a governmental employer, as defined thereunder. This document has not been approved by the Internal Revenue Service and is provided for consideration by the employer and its legal counsel. Modifications may be required depending on the specific facts and circumstances of the employer, including any applicable state or local laws, rules or regulations regarding deferred compensation or retirement benefits for governmental employees. VALIC cannot and does not provide legal or tax advice.

ADOPTION AGREEMENT
SECTION 457(b) DEFERRED COMPENSATION PLAN
(Governmental)

The undersigned employer hereby adopts or restates, as applicable, this Plan. This Plan shall comprise both (1) this Adoption Agreement and (2) the Basic Plan Document. Article and section references in this Adoption Agreement refer to articles and sections of the Basic Plan Document unless otherwise indicated.

Employer Name: _____

Employer Address: _____

Plan Name: Sweetwater County Deferred Compensation Plan

1. Plan Effective Date. ("Effective Date.") (Check one.)

This Plan is being established by the Employer as a new Plan, effective _____.

This Plan amends and restates the Plan previously established by the Employer and is effective

Dec 31, 2011. The Plan was originally established by the Employer effective MAY 5, 1999.

2. Eligible Employees. (Check one.)

All Employees shall be eligible to participate.

The Employer, in its sole discretion, shall determine each Plan Year which Employees shall be eligible to participate in the Plan.

All Employees shall be eligible to participate except the following Employees (specify which Employees shall not be allowed to participate in the Plan):

3. Roth Contributions. (Check one.)

Designated Roth Contributions are not permitted, and Section 4.10 shall not apply to this Plan.

Participants may make Designated Roth Contributions (as described in Section 4.10) in lieu of or in addition to pre-tax Elective Deferral Contributions, effective _____, _____ (insert date not earlier than the later of January 1, 2011 or the date of the Employer's resolution adopting Designated Roth Contributions).

4. Employer Contributions. (Check one.) Note: Employer Contributions are combined with Elective Deferral Contributions and Designated Roth Contributions in applying the contribution limits described in Section 2.18.

There shall be no Employer Contributions under this Plan.

Discretionary Employer Contribution. The Employer may, in its absolute discretion, make an Employer Contribution to the Plan, and may determine, in its absolute discretion, how any such Employer Contribution shall be allocated among Plan Participants. This Discretionary Employer Contribution may be a matching or non-matching contribution.

FICA Opt-out Contribution. As described in Section 4.11, the Employer shall make FICA Opt-out Contributions (contributions other than Elective Deferral Contributions or Designated Roth Contributions) on behalf of the following Employees in lieu of paying/withholding FICA taxes for such Employees and in the amounts indicated below (check applicable box and fill in blanks for required contribution percentages):

All Employees

Part-time, seasonal and temporary Employees only

Other (indicate which Employees shall be eligible for the FICA Opt-out Contributions):

The required FICA Opt-out Contribution shall consist of the following types of contributions (which must total 7.5% or more of the Participant's Compensation):

- Employer Contribution = _____% of Compensation
- Mandatory Employee Contribution = _____% of Compensation
- Other: _____

5. Loans. (Check one.)

- Yes, loans are allowed and Article IX shall apply to this Plan.
- No, loans are not allowed and Article IX shall not apply to this Plan.

6. Unforeseeable Emergency Withdrawals. (Check one.)

- Yes. Withdrawals under Section 6.08 shall be available under this Plan. (Check one.)
- Withdrawals on account of an illness, accident or need to pay for the funeral expenses of the Participant's primary Beneficiary shall be available effective the later of (a) August 17, 2006, (b) the original effective date of the Plan or, if applicable, (c) MAY 5, 1999 (insert date that this option was first available, if such date was later than August 17, 2006).
- Withdrawals on account of an illness, accident or need to pay for funeral expenses of the Participant's primary Beneficiary shall not be available.
- No. Withdrawals under Section 6.08 shall not be available under this Plan.

7. Participant's Election to Receive In-Service Distribution. A Participant may elect to receive an in-service distribution of his account balance as described in Section 6.10. (Check one.)

- Yes, if the total amount payable to a Participant under the Plan does not exceed the dollar amount under Code Section 411(a)(11)(A) (currently \$5,000).
- No. Section 6.10 shall not apply to this Plan.

8. Distribution without Participant's Consent. Small accounts of certain inactive Participants may be distributed without the Participant's consent as described in Section 6.11. (Check one.)

- Yes, if the total amount payable to a Participant under the Plan does not exceed \$1,000. Such amount will be paid in cash to the Participant.
- No. Section 6.11 shall not apply to this Plan.

9. Distributions to Individuals in Uniformed Services. (Check one.)

- The Plan does not permit distributions to individuals who are deemed to have a Severance from Employment solely on account of their performing services in the uniformed services and Section 6.13 shall not apply to this Plan.
- Participants who are deemed to have a Severance from Employment on account of their performing services in the uniformed services for a period of 30 days or more may elect to receive a distribution of all or a portion of their Account (subject to the post-distribution restrictions described in Section 6.13).

10. In-plan Roth Conversions. (Check one.) (Note: Employer cannot allow in-plan Roth conversions unless it also elects to allow Designated Roth Contributions under Section 3, above, of this Adoption Agreement.)

- In-plan Roth conversions are not permitted, and Section 6.12 shall not apply to this Plan.
- Participants may convert certain pre-tax amounts to Roth contributions in an "in-plan" rollover/convert described in Section 6.12, but only if such amounts are currently distributable under the terms of the Plan, effective _____, _____ (insert date not earlier than the later of January 1, 2011 or the date of the Employer's resolution adopting in-plan Roth conversions).

11. Deductions from Distributions to Eligible Retired Public Safety Officers. (Check one.)
- For distributions after December 31, 2006, an Eligible Retired Public Safety Officer may elect, pursuant to Section 6.14, to have up to \$3,000 of the distribution deducted and paid directly to the provider of an accident or health insurance plan or qualified long-term care insurance plan.
 - The Plan does not allow elections by Eligible Retired Public Safety Officers under Section 6.14.
12. Non-spousal Beneficiary Rollovers. As described in Section 8.03, non-spousal Beneficiary rollovers are allowed after December 31, 2006, unless elected otherwise below. (Note: Such distributions are required by law to be allowed after December 31, 2009.)
- Non-spousal Beneficiary rollovers are not allowed prior to January 1, 2010.
 - Non-spousal Beneficiary rollovers are allowed effective _____, _____ (insert date not earlier than January 1, 2007 and not later than December 31, 2009).
13. Required Minimum Distributions for 2009. (Check one of the boxes in each of subsections (a) and (b) below. If none of the boxes in a subsection is checked, the first option shall apply to the Plan.)
- (a) For purposes of 2009 required minimum distributions:
- This option reflects VALIC standard operations during 2009. The provisions of Section 6.05(a) apply (Required Minimum Distributions continue in accordance with the terms of the Plan for Participants or Beneficiaries receiving installment payments unless such Participant or Beneficiary elects otherwise, whereas Required Minimum Distributions are suspended for all other Participants and Beneficiaries).
 - The provisions of Section 6.05(b) apply (Required Minimum Distributions continue in accordance with the terms of the Plan for all Participants and Beneficiaries, unless otherwise elected by a Participant or Beneficiary).
 - The provisions of Section 6.05(c) apply (Required Minimum Distributions continue in accordance with the terms of the Plan for all Participants and Beneficiaries, but only Participants or Beneficiaries receiving installment payments may elect otherwise).
 - Other: _____
-
- Not applicable (Plan established as a new Plan after 2009). (Do not complete subsection (b) below.)
- (b) For purposes of Section 6.05(d), the Plan will treat the following as eligible rollover distributions in 2009:
- This option reflects VALIC standard operations during 2009. A direct rollover option shall be offered only for distributions that would be eligible rollover distributions without regard to Code Section 401(a)(9)(H).
 - Eligible rollover distributions shall include 2009 Required Minimum Distributions and installment payments that include 2009 Required Minimum Distributions.
 - Eligible rollover distributions shall include 2009 Required Minimum Distributions, but only if paid with an additional amount that is an eligible rollover distribution without regard to Code Section 401(a)(9)(H).
14. Optional Benefit Accruals under HEART Act. (Check one.)
- The optional benefit accrual provisions described in Section 4.12 for individuals who die or become disabled while performing qualified military service shall not apply.
 - The optional benefit accrual provisions described in Section 4.12 for individuals who die or become disabled while performing qualified military service shall apply effective _____, _____ (insert date not earlier than first day of 2007 Plan Year).
15. Governing Law. This Plan shall be construed under the laws of the State/Commonwealth of _____ (insert State/Commonwealth). This Plan shall be subject to any applicable State, county or local deferred compensation rules and regulations.

The Employer hereby causes this Adoption Agreement to be executed by its duly authorized representative on the date specified below.

Employer (Please Print): _____

Employer's Signature: _____

Name (Please Print): _____

Title: _____ Date: _____

PARTICIPATION AGREEMENT
SECTION 457(b) DEFERRED COMPENSATION PLAN
(Governmental)

Complete this page *only if* more than one Employer will adopt this Section 457(b) Deferred Compensation Plan. Each Participating Employer must execute a separate Participation Agreement.

Check here if not applicable and do not complete this page.

The undersigned governmental entity, by executing this Participation Agreement, elects to become a Participating Employer in the Section 457(b) eligible deferred compensation plan identified in the accompanying Adoption Agreement and below (the "Plan"), as if the Participating Employer were a signatory to the Adoption Agreement for the Plan. The Participating Employer accepts, and agrees to be bound by, all of the elections made by the signatory Employer in the Adoption Agreement for the Plan, except as otherwise provided in this Participation Agreement.

1. **EFFECTIVE DATE.** (Note: The Effective Date of the Participating Employer's adoption of the Plan cannot be earlier than the original effective date of the Plan, as adopted by the signatory Employer. If the Participating Employer is adopting the Plan as a restatement of an existing governmental Section 457(b) plan of the Participating Employer, the Effective Date of the Participating Employer's adoption of the Plan must not be earlier than the later of (i) the original effective date of the Participating Employer's existing Section 457(b) plan, (ii) the effective date of the most recent restatement of the Plan by the signatory Employer, or (iii) the first day of the Plan Year that includes the date the Participation Agreement is executed.)

The Effective Date of the Participating Employer's adoption of the Plan is: _____.

2. **NEW PLAN/RESTATEMENT.** The Participating Employer's adoption of this Plan constitutes: (Check one.)

- The adoption of a new governmental Section 457(b) plan by the Participating Employer.
- An amendment and restatement of a governmental Section 457(b) plan currently maintained by the Participating Employer identified as the _____ and having an original effective date of _____.

The Participating Employer hereby causes this Participation Agreement to be executed by its duly authorized representative on the date specified below.

Plan Name (Please Print): _____

Participating Employer Name (Please Print): _____

Participating Employer's Signature: _____

Name (Please Print): _____

Title: _____ Date: _____

Acceptance by the Signatory Employer of the Adoption Agreement.

Signatory Employer Name (Please Print): _____

Signatory Employer's Signature: _____

Name (Please Print): _____

Title: _____ Date: _____

BASIC PLAN DOCUMENT
SECTION 457 (b) DEFERRED COMPENSATION PLAN
(Governmental)

ARTICLE I. INTRODUCTION

This Plan is intended to be an eligible deferred compensation plan under Section 457 of the Internal Revenue Code of 1986, as amended. The primary purpose of this Plan is to attract and retain qualified personnel by permitting them to provide for benefits in the event of their retirement or death. Nothing contained in this Plan shall be deemed to constitute an employment agreement between any Participant and the Employer and nothing contained herein shall be deemed to give any Participant any right to be retained in the employ of the Employer.

ARTICLE II. DEFINITIONS

- 2.01 Account: The account maintained for each Participant reflecting the cumulative amount of each Participant's Deferred Compensation, including any income, gains, losses, or increases or decreases in market value attributable to the investment of the Participant's Deferred Compensation, and further reflecting any distributions to the Participant or the Beneficiary and any fees or expenses charged against the Participant's Deferred Compensation.
- 2.02 Adoption Agreement: The separate agreement which is executed by the Employer and sets forth the elective provisions of this Plan as specified by the Employer.
- 2.03 Annuity Contract: If selected by the Employer as an investment option, one or more group fixed, variable or combination fixed and variable annuity contracts issued by The Variable Annuity Life Insurance Company (VALIC) and approved for sale in the Employer's state, or by another insurance company qualified to do business in the Employer's state, which provide for periodic payments at regular intervals, whether for a period certain or during one or more lives, and which are non-transferable.
- 2.04 Beneficiary or Beneficiaries: The person or persons designated by the Participant in his Deferred Compensation Agreement who shall receive any benefits payable hereunder in the event of the Participant's death. If more than one designated Beneficiary survives the Participant, payments shall be made equally to the surviving Beneficiaries, unless otherwise provided in the Deferred Compensation Agreement. If no Beneficiary is designated in the Deferred Compensation Agreement or if no designated Beneficiary survives the Participant, then the estate of the Participant shall be the Beneficiary. However, a Participant may designate a contingent Beneficiary (or Beneficiaries) who shall become the primary Beneficiary (or Beneficiaries) under this Plan in the event that no primary Beneficiary survives the Participant.
- 2.05 Code: The Internal Revenue Code of 1986, as amended, and regulations thereunder.
- 2.06 Compensation: The amount of compensation that would be payable to a Participant by the Employer if no Deferred Compensation Agreement were in effect to defer compensation under this Plan. The term Compensation includes amounts that are excludable from an Employee's gross income and that are contributed by the Employer at the Employee's election to a cafeteria plan, qualified transportation fringe benefit plan, a Section 401(k) arrangement, a SARSEP, a Section 403(b) arrangement, a SIMPLE plan or another Section 457(b) plan of the Employer. For years beginning after 2008, Compensation shall include "differential wage payments," as that term is defined in Section 2.17 (Includible Compensation).
- 2.07 Deferred Compensation: The amount of Compensation otherwise payable to the Participant that the Participant elects to defer hereunder (as either pre-tax Elective Deferral Contributions or after-tax Designated Roth Contributions), any amount credited to a Participant's Account by reason of a transfer under Section 8.01, or any other amount that the Employer agrees to credit to a Participant's Account (as an Employer Contribution) and that does not exceed the Maximum Limitation.
- 2.08 Deferred Compensation Agreement: An agreement entered into between a Participant and the Employer and any amendments or modifications thereof, which agreement shall fix the amount of pre-tax Elective Deferral and/or after-tax Designated Roth Contributions, if applicable, that the Participant elects to defer; specify the Participant's investment selection with respect to his Deferred Compensation; designate the Participant's Beneficiary or Beneficiaries; and incorporate the terms, conditions, and provisions of this Plan by reference.
- 2.09 Designated Roth Contribution: The amount of a Participant's Compensation that he elects to defer to the Plan (as Deferred Compensation) on an after-tax basis.

- 2.10 **Elective Deferral Contribution:** The amount of a Participant's Compensation that he elects to defer to the Plan (as Deferred Compensation) on a pre-tax basis.
- 2.11 **Eligible Retirement Plan:** A plan described in Code Section 402(c)(8)(B) to which an Eligible Rollover Distribution may be transferred pursuant to Code Section 457(e)(16).
- 2.12 **Eligible Rollover Distribution:** A qualifying distribution to a Participant, or to a spousal Beneficiary of a deceased Participant, that is described in Code Section 402(c)(4).
- 2.13 **Employee:** Any individual, whether appointed, elected or under contract, providing services for the Employer for which compensation is paid. For years beginning after December 31, 2008, the term Employee also includes an individual receiving "differential wage payments," as that term is defined in Section 2.17 (Includible Compensation), from the Employer.
- 2.14 **Eligible Employee:** An Employee who, based on the Employer's elections in the Adoption Agreement, is eligible to participate in the Plan.
- 2.15 **Employer:** The entity identified in the Adoption Agreement, which entity is a State, political subdivision of a State, or an agency or instrumentality of a State or political subdivision of a State.
- 2.16 **Employer Contribution:** The amount (if any) that the Employer contributes to the Plan (as Deferred Compensation) that does not reduce (on a pre-tax or an after-tax basis) the Participant's Compensation for the Plan Year.
- 2.17 **Includible Compensation:** For a taxable year, the Participant's compensation, as defined in Code Section 415(c)(3), for services performed for the Employer. For years beginning after 2008, Includible Compensation shall include "differential wage payments," as defined in Code Section 3401(h)(2) (a payment by the Employer to an individual with respect to any period during which the individual is performing service in the uniformed services while on active duty for a period of more than 30 days, and which payment represents all or a portion of the wages the individual would have received from the Employer if the individual were performing service for the Employer). The amount of Includible Compensation shall be determined without regard to any community property laws.
- 2.18 **Maximum Limitation:** The maximum amount that may be deferred under this Plan (other than rollover amounts described in Section 8.02) for the taxable year of a Participant. Such amount shall be either the Normal Limitation or Catch-Up Limitation, whichever is applicable.
- (a) **Normal Limitation:** The maximum amount deferred shall not exceed the lesser of the Applicable Dollar Amount (as described in Section 2.18(c) below) or 100% of the Participant's Includible Compensation, as adjusted by Section 2.18(d) below. Notwithstanding the preceding provisions of this paragraph, for calendar years prior to 2002, the maximum amount deferred shall not exceed such limit or limits in effect for the applicable year pursuant to Code Section 457.
- (b) **Catch-Up Limitation:** For each one of the last three (3) taxable years of a Participant ending before the Participant's attainment of Normal Retirement Age, the maximum amount deferred for each such year shall be the lesser of:
- (1) twice the Applicable Dollar Amount (as described in Section 2.18(c) below); or
 - (2) the sum of the Normal Limitation, plus that portion of the Normal Limitation not used in each of the prior taxable years of the Participant commencing after 1978 in which (i) the Participant was eligible to participate in this Plan or another eligible plan of the Employer, and (ii) compensation deferred under this Plan (or such other plan) was subject to the deferral limitations set forth in this section.
- A Participant may utilize the Catch-Up Limitation only if the Participant has not previously utilized it with respect to a different Normal Retirement Age under this Plan or any other plan.
- For years prior to 2002, the limit under this paragraph (b) for any year shall not exceed \$15,000.
- (c) **Applicable Dollar Amount:** For contributions in 2006 and subsequent years, the Applicable Dollar Amount shall be \$15,000 as adjusted for cost-of-living increases in accordance with Code Section 457(e)(15). The Applicable Dollar Amount for the 2011 calendar year is \$16,500 and for the 2012 calendar year is \$17,000.
- (d) **Coordination with Other Plans:** For contribution years prior to 2002, the amount excludible from a Participant's gross income for any taxable year under this Plan or any other plan under Code Section 457(b) shall not exceed \$7,500 (as adjusted for cost-of-living increases in accordance with Code Section 457(e)(15)) or such greater amount allowed under paragraph (b) of this section, less any amount excluded from gross income under Code Section 403(b), 402(e)(3), or 402(h)(1)(B) or (k), or any amount with respect to which a deduction is allowable by reason of a contribution to an organization under Code Section 501(c)(18).

- (e) Age-Based Catch-Up Contributions: In addition to any other limit set forth in this section, a Participant who will attain age 50 in the calendar year may contribute an additional \$5,000 as adjusted for cost-of-living increases in accordance with Code Section 414(v)(2)(C). The Age-Based Catch-Up limitation for the 2011 and 2012 calendar years is \$5,500.
 - (f) Coordination of Catch-Up Contributions: A Participant may not utilize both the Catch-Up Limitation and the Age-Based Catch-Up Contribution in the same year. The Age-Based Catch-Up Contribution shall not apply for any taxable year for which a higher Catch-Up Limitation applies.
 - (g) Excess Deferrals: Any amount deferred in excess of the Maximum Limitation or Age-Based Catch-Up Contribution shall be distributed to the Participant, with allocable net income, as soon as administratively practicable after the Plan determines that the amount is an excess deferral. An excess deferral as a result of a failure to comply with the individual limitation under Treas. Reg. Section 1.457-5 for a taxable year may be distributed to the Participant, with allocable net income, as soon as administratively practicable after the Plan determines that the amount is an excess deferral.
- 2.19 Normal Retirement Age: The age that determines the period during which a Participant may utilize the Catch-Up Limitation of Section 2.18(b) hereunder. A Participant's Normal Retirement Age shall be age 70½, unless the Participant has elected an alternative Normal Retirement Age by written instrument delivered to the Employer prior to Severance from Employment.
- A Participant's alternative Normal Retirement Age may not be earlier than the earliest date that the Participant shall become eligible to retire and receive unreduced retirement benefits under the Employer's defined benefit plan or money purchase plan covering that Participant and may not be later than the calendar year in which the Participant attains age 70½. If the Participant will not be eligible to receive benefits under a defined benefit plan or money purchase plan maintained by the Employer, the Participant's Normal Retirement Age may not be earlier than attainment of age 65 and may not be later than the calendar year in which the Participant attains age 70½.
- If the Participant is a qualified police officer or firefighter as defined under Code Section 415(b)(2)(H)(ii)(I), then such qualified police officer or firefighter may designate an alternative Normal Retirement Age that is between age 40 and age 70½.
- Once a Participant has to any extent utilized the Catch-Up Limitation of Section 2.18(b), his Normal Retirement Age may not be changed.
- 2.20 Participant: Any Eligible Employee who has enrolled in this Plan pursuant to the requirements of Article V or who has previously deferred compensation under this Plan and who has not received a distribution of his entire benefit under the Plan.
- 2.21 Plan Year: The 12-month period commencing each January 1st and ending on the following December 31st.
- 2.22 Severance from Employment: Termination of the Participant's employment relationship with the Employer. For years after 2008, solely for purposes of the withdrawal restrictions of Code Section 457(d)(1)(A), an individual shall be treated as having been severed from employment during any period the individual is performing service in the uniformed services, as described in Code Section 3401(h)(2)(A). For years prior to 2002, references in this Plan to Severance from Employment shall mean severance of the Participant's employment with the Employer, within the meaning of Code Section 402(e)(4)(D)(i)(III), rather than termination of the Participant's employment relationship with the Employer.
- 2.23 Service Provider: The Variable Annuity Life Insurance Company (VALIC), VALIC Retirement Services Company or such other entity as the Employer designates to perform administrative services under this Plan.

ARTICLE III. ADMINISTRATION

- 3.01 Plan Administrator: This Plan shall be administered by the Employer or one or more persons designated by the Employer. The Plan Administrator, if other than the Employer, shall act as the agent of the Employer in all matters concerning the administration of this Plan. The Plan Administrator shall have full power to adopt, amend, and revoke such rules and regulations consistent with and as may be necessary to implement, operate and maintain this Plan, to enter into contracts on behalf of the Employer under this Plan, and to make discretionary decisions affecting the rights or benefits of Participants under Section 6.08 of this Plan.
- 3.02 Employee with Administrative Responsibilities: Any Employee who is charged with administrative responsibilities hereunder may participate in the Plan under the same terms and conditions as apply to other Employees. However, he

shall not have the power to participate in any discretionary action taken with respect to his participation under Section 6.08 of this Plan.

- 3.03 Administrative Services. The Employer may enter into an agreement with a Service Provider to provide nondiscretionary administrative services under this Plan for the convenience of the Employer, including, but not limited to, the enrollment of Employees as Participants, the maintenance of Accounts and other records, the making of periodic reports to Participants, and the disbursement of benefits to Participants.

ARTICLE IV. PARTICIPATION IN THE PLAN

- 4.01 Participant. An Eligible Employee becomes a Participant when he has executed and entered into a Deferred Compensation Agreement with the Employer. An Eligible Employee is not precluded from becoming a Participant by reason of having received a pre-1997 cash-out distribution (upon separation from service) of \$3,500 or less from a Code Section 457(b) plan.
- 4.02 Enrollment in the Plan. An Eligible Employee may elect to defer Compensation for a calendar month by entering into a Deferred Compensation Agreement before the first day of the month in which the Compensation is paid or made available. A new Eligible Employee may defer Compensation payable in the calendar month which includes the first day of employment by entering into a Deferred Compensation Agreement on or before the first day of employment.
- 4.03 Minimum Deferral Amount. At the time of entering into or amending a Deferred Compensation Agreement hereunder, an Eligible Employee or Participant must agree to defer a minimum periodic amount as specified by the Plan Administrator.
- 4.04 Change in Amount of Deferred Compensation or Beneficiary. A Participant may not amend or modify an executed Deferred Compensation Agreement to change the amount of Deferred Compensation except with respect to compensation to be earned in the subsequent calendar month and provided that notice is given prior to the beginning of the month for which such change is to be effective. The Employer may suspend a Participant's Elective Deferral Contributions and/or Designated Roth Contributions for up to 6 months in the event a Participant takes a hardship distribution from the Employer's Section 401(k) plan or Section 403(b) arrangement if required under the terms of such plan or arrangement. A Participant may change the Beneficiary designated in his Deferred Compensation Agreement at any time by giving written notice to the Plan Administrator.
- 4.05 Revocation of Deferred Compensation Agreement. A Participant may revoke his Deferred Compensation Agreement and his Compensation shall be restored in the subsequent calendar month, by giving notice to the Employer prior to the beginning of the month for which such revocation is to be effective.
- 4.06 New Deferred Compensation Agreement Upon Return to Service or After Revocation. A Participant who returns to active service with the Employer after a Severance from Employment, or who has revoked his Deferred Compensation Agreement under Section 4.05, may again become an active Participant by executing a new Deferred Compensation Agreement with the Employer prior to the beginning of the calendar month for which it is to be effective.
- 4.07 Leave of Absence; Other Absences. Compensation may continue to be deferred under this Plan with respect to a Participant who is on an approved leave of absence from the Employer with Compensation, and all of the rules of this Article shall apply with respect to making, amending or revoking any Deferred Compensation Agreement for such a Participant.
- 4.08 Deferrals of Sick, Vacation, and Back Pay. Subject to approval of the Employer, an Eligible Employee or Participant who has not had a Severance from Employment may elect to defer accumulated sick pay, accumulated vacation pay, and back pay under this Plan in accordance with the requirements of Code Section 457(b). These amounts may be deferred for any calendar month only if an agreement providing for the deferral is entered into before the beginning of the month in which the amounts would otherwise be paid or made available and the Participant is an Employee on the date the amounts would otherwise be paid or made available.
- 4.09 Deferrals of Amounts Paid After Severance from Employment. Subject to the approval of the Employer:
- (a) An Eligible Employee or Participant may elect to defer certain amounts that are paid after Severance from Employment, but only if such amounts are
 - (1) paid by the later of 2½ months after Severance from Employment or the end of the calendar year that includes the date of Severance from Employment, and
 - (2) one of the following types of compensation:

- (i) regular compensation for services rendered by the Eligible Employee or Participant (including base pay, overtime, shift differential, commission, bonus or other similar pay), so long as these amounts would have been paid to the Eligible Employee or Participant prior to termination of employment if the Eligible Employee or Participant had not had a Severance from Employment; or
 - (ii) payments for accrued but unused sick, vacation or other leave, but only if the Eligible Employee or Participant would have been able to use such leave if employment had continued.
 - (b) An Eligible Employee or Participant may also elect to defer amounts paid to the Eligible Employee or Participant during periods when the Eligible Employee or Participant is not performing services for the Employer by reason of qualified military service (as that term is used in Code Section 414(u)(1)), but only to the extent those payments do not exceed the amount the Eligible Employee or Participant would have received if the Eligible Employee or Participant had continued to perform services for the Employer rather than entering qualified military service.
 - (c) An Eligible Employee or Participant may also elect to defer amounts paid to the Eligible Employee or Participant during a period when the Eligible Employee or Participant is not performing services for the Employer because the Eligible Employee or Participant is permanently and totally disabled (as that term is defined in Code Section 22(e)(3)), so long as either:
 - (1) the Eligible Employee or Participant was not a highly compensated employee (as defined in Code Section 414(q)) immediately before becoming permanently and totally disabled, or
 - (2) the plan under which the disability payments are made provides for payments to all Eligible Employees or Participants who are permanently and totally disabled for a fixed or determined period.
- 4.10 Designated Roth Contributions. If elected by the Employer in the Adoption Agreement, the Participant may designate that all or a portion of his/her elective contributions to the Plan be treated as after-tax Roth contributions (referred to herein as "Designated Roth Contributions"). Such designation must be made before the date upon which the amounts designated would otherwise have been payable to the Participant (but for the election to defer), and such designation must be irrevocable on and after that date. Designated Roth Contributions (and the earnings thereon) shall be accounted for separately from all other contributions to the Plan (including rollovers of Roth contributions from other plans and in-plan Roth conversions) and the earnings on those contributions. If a Participant takes a distribution of less than 100% of his Account (including an In-Service Distribution or an Unforeseeable Emergency Withdrawal), the Participant may designate whether such distribution shall be made from the Participant's pre-tax Elective Deferral Contributions or after-tax Designated Roth Contributions.
- 4.11 Employer Contributions. If elected by the Employer in the Adoption Agreement, the Employer may/shall make contributions (that are not part of the Participant's Compensation) to the Plan as additional Deferred Compensation. Employer contributions may, but need not, be accounted for separately from Employee pre-tax Elective Deferral Contributions, but shall be accounted for separately from Designated Roth Contributions, amounts converted to Roth contributions through an in-plan Roth conversion, and rollover contributions (whether from a non-Roth account or a designated Roth account). If the Employer elects in the Adoption Agreement to make contributions in lieu of withholding/paying FICA taxes (hereinafter referred to as "FICA Opt-out Contributions") for some or all Participants for a given pay period, such contributions must total at least 7.5% of the Participant's Compensation for the pay period, and must be 100% vested at all times. If the Employer requires Participants to make mandatory salary reduction (*i.e.*, pre-tax) contributions to the Plan as a condition of employment (hereinafter referred to as "Employee Mandatory Contributions"), such contributions shall be treated as Employer Contributions for all purposes under this Plan (including the 7.5% of Compensation requirement for FICA Opt-out Contributions).
- 4.12 Compliance with HEART Act. In the case of a death occurring on or after January 1, 2007, if a Participant dies while performing qualified military service (as defined in Code Section 414(u)), the Participant's Beneficiary is entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service), if any, provided under the Plan as if the Participant had resumed employment and then terminated employment on account of death. If (and only if) the Employer elects in the Adoption Agreement, then effective as of the date elected in the Adoption Agreement, the Plan shall treat an individual who dies or becomes disabled (as defined in Code Section 72(m)(7)) while performing qualified military service with respect to the Employer as if the individual had resumed employment in accordance with the individual's reemployment rights under USERRA, on the day preceding death or disability (as the case may be) and terminated employment on the actual date of death or disability. The Plan will determine the amount of Elective Deferral Contributions (or Designated Roth Contributions) of an individual treated as employed under this section for purposes of applying Code Section 414(u)(8)(C) on the basis of the individual's average actual Elective Deferral Contributions (or Designated Roth Contributions) for the lesser of (i) the 12-month period of service

with the Employer immediately prior to the qualified military service or (ii) the actual length of continuous service with the Employer.

ARTICLE V. INVESTMENT OF DEFERRED COMPENSATION

- 5.01 Annuity Contracts and Other Plan Investments. For the purposes of satisfying its obligation to provide benefits under this Plan, the Employer shall invest the amount of compensation deferred by each Participant in Annuity Contracts and other Plan investments as specified in the Participants' Deferred Compensation Agreements. Amounts deferred under this Plan must be transferred to a trust, custodial account or annuity contract described in Section 5.02 within a period that is not longer than is reasonable for the proper administration of the Participant Accounts. Responsibility for the selection of investment alternatives for Plan assets shall be retained by the Employer, and the Employer shall have the right to modify the selection of investment alternatives from time to time. However, Participants and Beneficiaries may allocate amounts held in their Accounts or otherwise credited for their benefit under the Plan among the investment alternatives selected by the Employer, and the Employer shall cause such amounts to be so allocated within a reasonable time after the receipt of Participant instructions, or may instruct the issuer, trustee, or custodian to accept such allocation instructions directly from Participants and Beneficiaries as representatives of the Employer.
- 5.02 Exclusive Benefit. Notwithstanding any provision of the Plan to the contrary, all amounts held under the Plan, including amounts deferred and earnings or other accumulations attributable thereto, shall be held for the exclusive benefit of Plan Participants and Beneficiaries (i) in annuity contracts or (ii) in trust or in one or more custodial accounts pursuant to one or more separate written instruments. Any such annuity contract, trust, or custodial account must satisfy the requirements of Code Section 457(g)(1). The annuity contract, trust or custodial account must make it impossible, prior to the satisfaction of all liabilities with respect to Participants and their Beneficiaries, for any part of the assets and income of the annuity contract, trust or custodial account to be used for, or diverted to, purposes other than for the exclusive benefit of Participants and their Beneficiaries. For purposes of this section, the terms Participant and Beneficiary shall also include contingent beneficiaries and/or spouses, former spouses, or children of Participants for whose benefit amounts are being held under the Plan pursuant to the terms of a domestic relations order which has been recognized under the terms of the Plan. Any discretionary authority reserved to the Employer (or to any administrator or administrative committee) under the Plan or under any investment held under the Plan, to the extent the exercise thereof would otherwise be inconsistent with this section, shall be exercised for the exclusive benefit of Plan Participants and Beneficiaries. Any issuer of an annuity contract or trustee or custodian of other investments held under the Plan shall have no authority to pay any amounts from such Plan investments to any creditor of the Employer, and shall have no duty to inquire into the validity of any request by the Employer or by an administrator or administrative committee for distribution of amounts for the benefit of a Participant or a Beneficiary under the Plan.
- 5.03 Benefits Based on Participant's Account Value. The benefits paid to a Participant or Beneficiary pursuant to Article VI of this Plan shall be based upon the value of the Participant's Account. In no event shall the Employer's liability to pay benefits exceed the value of the Participant's Account, and the Employer shall not be liable for losses arising from depreciation or other decline in the value of any investments acquired under this Plan.
- 5.04 Periodic Reports. Each Participant shall receive periodic reports, not less frequently than annually, showing the then-current value of his Account.
- 5.05 Employer-Directed Accounts. Notwithstanding any provision of the Plan to the contrary, the Employer shall direct the issuer, trustee or custodian with respect to the investment of any contributions that are forwarded to the issuer, trustee or custodian prior to the date on which the Participant or Beneficiary completes the necessary paperwork with the issuer, trustee or custodian (or takes such other action or actions as may be necessary) to direct the investment of such amounts. This direction shall be effective only until such time as the Participant or Beneficiary exercises his right to direct the investment of such amounts in accordance with the terms of the Plan.

ARTICLE VI. BENEFITS

- 6.01 Distribution of Benefits. Except as otherwise provided in this Article, a Participant's Account shall become distributable upon a Participant's attainment of age 70½ or Severance from Employment. If the Participant has had a Severance from Employment, the distribution of a Participant's Account shall commence no later than April 1st of the calendar year following the year of the Participant's attainment of age 70½. Distributions shall be made in accordance with one of the payment options described in Section 6.03.
- 6.02 Distribution Procedures. The Employer may from time to time establish procedures for Participant distribution elections, provided that such procedures are not inconsistent with the requirements of Section 6.01.

6.03 Payment Options. A Participant (or a Beneficiary as provided in Sections 6.06 or 6.07) may elect to have the value of the Participant's Account distributed in accordance with one of the following payment options provided that such option is available under the investment and consistent with the requirements set forth in Section 6.04:

- (a) life annuity;
- (b) life annuity with 60, 120, or 180 monthly payments guaranteed;
- (c) unit refund life annuity;
- (d) joint and last survivor annuity (spouse only);
- (e) lump sum;
- (f) term certain annuity with 36, 48, 60, 72, 84, 96, 108, 120, 132, 144, 156, 168 or 180 monthly payments guaranteed;
- (g) withdrawals for a specified number of years;
- (h) withdrawals of a specified amount; or
- (i) any other method of payment agreed upon between Participant and Employer and accepted by the investment provider or Service Provider.

If a Participant fails to elect a payment option, any required payments shall be made under a payment option designated by the Employer.

Notwithstanding the options above, any option that involves a life contingency (or a joint life contingency) shall only be available under an Annuity Contract offered or obtained under the terms of the Plan.

6.04 Required Minimum Distributions.

- (a) No payment option may be selected by the Participant (or a Beneficiary) unless it satisfies the requirements of Code Section 401(a)(9) and any additional Code limitations applicable to the Plan. The provisions of this section shall apply for purposes of determining required minimum distributions for calendar years beginning with the 2003 calendar year. The requirements of this section shall take precedence over any inconsistent provisions of the Plan. All distributions required under this section shall be determined and made in accordance with the regulations under Code Section 401(a)(9). Notwithstanding the other provisions of this section, distributions may be made under a designation made before January 1, 1984, in accordance with Section 242(b)(2) of the Tax Equity and Fiscal Responsibility Act (TEFRA) and the provisions of the Plan that relate to Section 242(b)(2) of TEFRA.
- (b) The Participant's entire interest shall be distributed, or begin to be distributed, to the Participant no later than the Participant's required beginning date. If the Participant dies before distributions begin, the Participant's entire interest shall be distributed, or begin to be distributed, no later than as follows:
 - (1) If the Participant's surviving spouse is the Participant's sole designated Beneficiary, then unless the surviving spouse elects to apply the 5-year rule (pursuant to subsection (f), below), distributions to the surviving spouse shall begin by December 31st of the calendar year immediately following the calendar year in which the Participant died, or by December 31st of the calendar year in which the Participant would have attained age 70½, if later.
 - (2) If the Participant's surviving spouse is not the Participant's sole designated Beneficiary, then unless the designated Beneficiary elects to apply the 5-year rule (pursuant to subsection (f), below), distributions to the designated Beneficiary shall begin by December 31st of the calendar year immediately following the calendar year in which the Participant died.
 - (3) If there is no designated Beneficiary as of September 30th of the year following the year of the Participant's death, the Participant's entire interest shall be distributed by December 31st of the calendar year containing the fifth anniversary of the Participant's death.
 - (4) If the Participant's surviving spouse is the Participant's sole designated Beneficiary and the surviving spouse dies after the Participant but before distributions to the surviving spouse begin, this subsection (b), other than paragraph (b)(1), shall apply as if the surviving spouse were the Participant.

For purposes of this subsection (b) and subsection (d), unless paragraph (b)(4) applies, distributions are considered to begin on the Participant's required beginning date. If paragraph (b)(4) applies, distributions are considered to begin on the date distributions are required to begin to the surviving spouse under paragraph

(b)(1). If distributions under an annuity purchased from an insurance company irrevocably commence to the Participant before the Participant's required beginning date (or to the Participant's surviving spouse before the date distributions are required to begin to the surviving spouse under paragraph (b)(1)), the date distributions are considered to begin is the date distributions actually commence.

Unless the Participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the required beginning date, as of the first distribution calendar year distributions shall be made in accordance with subsections(c) and (d) of this section. If the Participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder shall be made in accordance with the requirements of Code Section 401(a)(9).

(c) During the Participant's lifetime, the minimum amount that shall be distributed for each distribution calendar year is the lesser of:

- (1) the quotient obtained by dividing the Participant's account balance by the distribution period in the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9 of the regulations, using the Participant's age as of the Participant's birthday in the distribution calendar year; or
- (2) if the Participant's sole designated Beneficiary for the distribution calendar year is the Participant's spouse, the quotient obtained by dividing the Participant's account balance by the number in the Joint and Last Survivor Table set forth in Section 1.401(a)(9)-9 of the regulations, using the Participant's and spouse's attained ages as of the Participant's and spouse's birthdays in the distribution calendar year.

Required minimum distributions shall be determined under this subsection (c) beginning with the first distribution calendar year and up to and including the distribution calendar year that includes the Participant's date of death.

- (d) (1) If the Participant dies on or after the date distributions begin and there is a designated Beneficiary, the minimum amount that shall be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's account balance by the longer of the remaining life expectancy of the Participant or the remaining life expectancy of the Participant's designated Beneficiary, determined as follows:
- (a) The Participant's remaining life expectancy is calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.
 - (b) If the Participant's surviving spouse is the Participant's sole designated Beneficiary, the remaining life expectancy of the surviving spouse is calculated for each distribution calendar year after the year of the Participant's death using the surviving spouse's age as of the spouse's birthday in that year. For distribution calendar years after the year of the surviving spouse's death, the remaining life expectancy of the surviving spouse is calculated using the age of the surviving spouse as of the spouse's birthday in the calendar year of the spouse's death, reduced by one for each subsequent calendar year.
 - (c) If the Participant's surviving spouse is not the Participant's sole designated Beneficiary, the designated Beneficiary's remaining life expectancy is calculated using the age of the Beneficiary in the year following the year of the Participant's death, reduced by one for each subsequent year.
- (2) If the Participant dies on or after the date distributions begin and there is no designated Beneficiary as of September 30th of the year after the year of the Participant's death, the minimum amount that shall be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's account balance by the Participant's remaining life expectancy calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.
- (3) Except as otherwise elected (pursuant to subsection (f), below), if the Participant dies before the date distributions begin and there is a designated Beneficiary, the minimum amount that shall be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's account balance by the remaining life expectancy of the Participant's designated Beneficiary, determined as provided in paragraphs (1) and (2), above.
- (4) If the Participant dies before the date distributions begin and there is no designated Beneficiary as of September 30th of the year following the year of the Participant's death, distribution of the Participant's entire interest shall be completed by December 31st of the calendar year containing the fifth anniversary of the Participant's death.

- (5) If the Participant dies before the date distributions begin, the Participant's surviving spouse is the Participant's sole designated Beneficiary, and the surviving spouse dies before distributions are required to begin to the surviving spouse under paragraph (b)(1), this subsection (d) shall apply as if the surviving spouse were the Participant.

(e) Definitions.

- (1) "Designated Beneficiary" means the individual who is designated as the Beneficiary under Section 2.04 of the Plan and is the designated Beneficiary under Code Section 401(a)(9) and Section 1.401(a)(9)-1, Q&A-4, of the regulations.
- (2) "Distribution calendar year" means a calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first distribution calendar year is the calendar year immediately preceding the calendar year that contains the Participant's required beginning date. For distributions beginning after the Participant's death, the first distribution calendar year is the calendar year in which distributions are required to begin under subsection (b). The required minimum distribution for the Participant's first distribution calendar year shall be made on or before the Participant's required beginning date. The required minimum distribution for other distribution calendar years, including the required minimum distribution for the distribution calendar year in which the Participant's required beginning date occurs, shall be made on or before December 31st of that distribution calendar year.
- (3) "Life expectancy" means life expectancy as computed by use of the Single Life Table in Section 1.401(a)(9)-9 of the regulations.
- (4) "Participant's account balance" means the account balance as of the last valuation date in the calendar year immediately preceding the distribution calendar year (valuation calendar year) increased by the amount of any contributions made and allocated or forfeitures allocated to the account balance as of dates in the valuation calendar year after the valuation date and decreased by distributions made in the valuation calendar year after the valuation date. The account balance for the valuation calendar year includes any amounts rolled over or transferred to the Plan either in the valuation calendar year or in the distribution calendar year if distributed or transferred in the valuation calendar year.
- (5) "Required beginning date" means April 1st of the calendar year following the later of:
- (a) the calendar year in which the Participant attains age 70½; or
 - (b) the calendar year in which the Participant retires.
- (f) Participants or Beneficiaries may elect, on an individual basis, whether the 5-year rule or the life expectancy rule in subsections (b) and (d) applies to distributions after the death of a Participant who has a designated Beneficiary. The election must be made no later than the earlier of September 30th of the calendar year in which distribution would be required to begin under subsection (b), or by September 30th of the calendar year which contains the fifth anniversary of the Participant's (or, if applicable, the surviving spouse's) death. If neither the Participant nor the Beneficiary makes an election under this paragraph, distributions shall be made in accordance with subsections (b) and (d).

6.05 2009 Required Minimum Distributions ("RMDs").

- (a) Continuation of RMDs for Participants Receiving Installment Payments Unless Otherwise Elected by the Participant; Suspension of RMDs for All Other Participants. This paragraph applies if elected by the Employer in the Adoption Agreement or if no election is made by the Employer in the Adoption Agreement. Notwithstanding the provisions of Code Section 401(a)(9)(H), a Participant or Beneficiary who would have been required to receive required minimum distributions for 2009 but for the enactment of Code Section 401(a)(9)(H) ("2009 RMDs"), and who would have satisfied that requirement by receiving distributions that are one or more payments in a series of installments (that include 2009 RMDs), will continue to receive those distributions for 2009 unless the Participant or Beneficiary chooses not to receive such distributions. Participants and Beneficiaries described in the preceding sentence will be given the opportunity to elect not to receive the distributions that include 2009 RMDs. For all other Participants and Beneficiaries, the requirement to receive the 2009 RMD shall be suspended in accordance with Code Section 401(a)(9)(H).
- (b) Continuation of RMDs for All Participants Unless Otherwise Elected by the Participant. This paragraph applies if elected by the Employer in the Adoption Agreement. Notwithstanding the provisions of Code Section 401(a)(9)(H), a Participant or Beneficiary who would have been required to receive required minimum distributions for 2009 but for the enactment of Code Section 401(a)(9)(H) ("2009 RMDs"), and who would have satisfied that

requirement by receiving distributions that are either (1) equal to the 2009 RMDs or (2) one or more payments in a series of installments (that include 2009 RMDs), will receive those distributions for 2009 unless the Participant or Beneficiary chooses not to receive such distributions. Participants and Beneficiaries described in the preceding sentence will be given the opportunity to elect to stop receiving the distributions described in the preceding sentence.

- (c) Continuation of RMDs for All Participants Unless Otherwise Elected by Participants Receiving Installment Distributions. This paragraph applies if elected by the Employer in the Adoption Agreement. Notwithstanding the provisions of Code Section 401(a)(9)(H), a Participant or Beneficiary who would have been required to receive required minimum distributions for 2009 but for the enactment of Code Section 401(a)(9)(H) ("2009 RMDs"), and who would have satisfied that requirement by receiving distributions that are either (1) equal to the 2009 RMDs or (2) one or more payments in a series of installments (that include the 2009 RMDs), will receive those distributions for 2009. However, Participants and Beneficiaries receiving installments will be given the opportunity to elect not to receive the distributions that include 2009 RMDs.
- (d) Direct Rollovers. Notwithstanding the provisions of the Plan relating to required minimum distributions under Code Section 401(a)(9), and solely for purposes of applying the direct rollover provisions of the Plan, certain additional distributions in 2009, as elected by the Employer in the Adoption Agreement, will be treated as eligible rollover distributions. If no election is made by the Employer in the Adoption Agreement, then a direct rollover will be offered only for distributions that would be eligible rollover distributions without regard to Code Section 401(a)(9)(H).

6.06 Post-Retirement Death Benefits. Should the Participant die after he has begun to receive benefits under an annuity payment option, the guaranteed or remaining payments, if any, under the annuity payment option shall be payable to the Participant's Beneficiary commencing with the first payment due after the death of the Participant. If the Beneficiary does not continue to live for the remaining period of payments under the annuity payment option, then the remaining benefits under the annuity payment option shall be paid to the Beneficiary's beneficiary or, if none, the Beneficiary's estate. Should the Participant die after he has begun to receive benefits under any other payment option, a death benefit equal to the value of the Participant's Account shall be payable to the Beneficiary. Such death benefit shall be paid in a lump sum unless the Beneficiary elects a different payment option. Should the Beneficiary die before the completion of payments under an annuity payment option or before distribution of the entire Participant Account, then the value of the remaining payments under the annuity payment option, or the value of the Participant Account in a lump sum, respectively, shall be paid to the Beneficiary's beneficiary or, if none, the Beneficiary's estate. Payment to the Participant's Beneficiary under this section must comply with Code Section 401(a)(9), and with any additional Code limitations applicable to the Plan. In no event shall the Employer be liable for any payments made in the name of the Participant or a Beneficiary before the Employer or its agent receives proof of the death of the Participant or Beneficiary.

6.07 Pre-Retirement Death Benefits. Should the Participant die before he has begun to receive benefits under Section 6.01, a death benefit equal to the value of the Participant's Account shall be payable to the Beneficiary. Such death benefit shall be paid in a lump sum unless the Beneficiary elects a different payment option. Payment to the Participant's Beneficiary must comply with Code Section 401(a)(9), and with any additional Code limitations applicable to the Plan. Should the Beneficiary die before the completion of payments under an annuity payment option or before distribution of the entire Participant Account, the value of the remaining payments under the annuity payment option, or the value of the Participant Account in a lump sum, shall be paid to the Beneficiary's beneficiary or, if none, the Beneficiary's estate.

6.08 Unforeseeable Emergency Withdrawals. If the Employer so elects in the Adoption Agreement, then in the event of an unforeseeable emergency, a Participant may apply to the Employer to receive that part of the value of his Account that is reasonably needed to satisfy the emergency need (including any amounts that may be necessary to pay any federal, state or local income taxes or penalties reasonably anticipated to result from the distribution). If such application for withdrawal is approved by the Employer, the Employer shall direct the issuer, trustee or custodian to pay the Participant such value as the Employer deems necessary to meet the emergency need.

The regulations under Section 457(d)(1)(A)(iii) of the Code define an unforeseeable emergency as a severe financial hardship of the Participant or Beneficiary resulting from an illness or accident of the Participant or Beneficiary, the Participant's or Beneficiary's spouse, or the Participant's or Beneficiary's dependent (as defined in Code Section 152, and, for taxable years beginning on or after January 1, 2005, without regard to Code Section 152(b)(1), (b)(2), and (d)(1)(B)); loss of the Participant's or Beneficiary's property due to casualty (including the need to rebuild a home following damage to a home not otherwise covered by homeowner's insurance, e.g., as a result of a natural

disaster); or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the Participant or Beneficiary. For example, the imminent foreclosure of or eviction from the Participant's or Beneficiary's primary residence may constitute an unforeseeable emergency. In addition, the need to pay for medical expenses, including non-refundable deductibles, as well as for the cost of prescription drug medication, may constitute an unforeseeable emergency. Finally, the need to pay for the funeral expenses of a spouse or a dependent (as defined in Code Section 152, and, for taxable years beginning on or after January 1, 2005, without regard to Code Section 152(b)(1), (b)(2), and (d)(1)(B)) of the Participant or Beneficiary may also constitute an unforeseeable emergency. Except as otherwise specifically provided in this Section 6.08, neither the purchase of a home nor the payment of college tuition is an unforeseeable emergency.

A distribution on account of an unforeseeable emergency may not be made to the extent that such emergency is or may be relieved through reimbursement or compensation from insurance or otherwise, by liquidation of the Participant's assets, to the extent the liquidation of such assets would not itself cause severe financial hardship, or by cessation of deferrals under the Plan.

Unless otherwise elected in the Adoption Agreement, then effective as of August 17, 2006, a Participant's unforeseeable emergency includes a severe financial hardship of the Participant's primary beneficiary under the Plan, that would constitute an unforeseeable emergency if it occurred with respect to the Participant's spouse or dependent as defined under Code Section 152. For purposes of this section, a Participant's "primary beneficiary under the Plan" is an individual who is named as a Beneficiary under the Plan and has an unconditional right to all or a portion of the Participant's account balance under the Plan upon the Participant's death.

- 6.09 Transitional Rule for Annuity Payment Option Elections. If this Plan document constitutes an amendment and restatement of the Plan as previously adopted by the Employer and if a Participant or Beneficiary has commenced receiving benefits under an annuity payment option, that annuity payment option shall remain in effect notwithstanding any other provision of this Plan.
- 6.10 Participant's Election to Receive In-Service Distribution. If the Employer so elects in the Adoption Agreement, a Participant may elect to receive an in-service distribution of the total amount payable to him under the Plan if:
- (a) such amount does not exceed the dollar amount under Section 411(a)(11)(A) of the Code,
 - (b) no amount has been deferred under the Plan with respect to the Participant during the two-year period ending on the date of the distribution, and
 - (c) there has been no prior distribution under the Plan to the Participant under this Section 6.10 or under Section 6.11.
- 6.11 Distribution without Participant's Consent. If the Employer so elects in the Adoption Agreement, the total amount payable to a Participant under the Plan may be distributed to the Participant without his consent if:
- (a) such amount does not exceed \$1,000,
 - (b) no amount has been deferred under the Plan with respect to the Participant during the two-year period ending on the date of the distribution, and
 - (c) there has been no prior distribution under the Plan to the Participant under this Section 6.11 or under Section 6.10.
- 6.12 In-plan Roth Conversions. If the Employer so elects in the Adoption Agreement, Participants may elect to convert certain pre-tax Elective Deferral Contributions, Employer Contributions or rollover contributions to after-tax Roth contributions in an in-plan (taxable) conversion. Such conversion shall be accomplished through a direct rollover from the Participant's applicable pre-tax account to his Roth conversion account (such that there is no actual distribution from the Plan). In-plan Roth conversions are expressly limited to amounts that are currently distributable to the Participant under both Code Section 457(d)(1)(A) and the terms of the Plan. Rollover contributions made on or after January 1, 2006 may be converted at any time. Amounts attributable to Elective Deferral Contributions or Employer Contributions generally cannot be converted before the Participant has attained age 70½ or has had a Severance from Employment. If the Employer elects in the Adoption Agreement to allow in-service distribution of small, inactive accounts, such amounts shall also be eligible for conversion under this section. All in-plan Roth conversions shall be taxable to the Participant in the year of the conversion.
- 6.13 Distributions to Individuals Performing Service in Uniformed Services. If (and only if) elected by the Employer in the Adoption Agreement, a Participant who is deemed to have incurred a Severance from Employment on account of performing services in the uniformed services (as defined in chapter 43 of title 38, United States Code) for a period of active duty of more than 30 days may elect to receive a distribution of all or a portion of the Participant's Account under the Plan. However, the Plan will not distribute the Participant's Account without the Participant's consent.

If the Participant elects to receive a distribution under this provision, the Participant may not make an Elective Deferral Contribution or a Designated Roth Contribution to the Plan during the 6-month period beginning on the date of the distribution.

- 6.14 Eligible Retired Public Safety Officer Distribution Deduction Election. Unless the Employer elects otherwise in the Adoption Agreement, for distributions in taxable years beginning after December 31, 2006, an "Eligible Retired Public Safety Officer" may elect annually for that taxable year to have the Plan (i) deduct an amount from the distribution which the Eligible Retired Public Safety Officer otherwise would receive (and include in income) and (ii) pay such deducted amounts directly to the provider of an accident or health insurance plan or qualified long-term care insurance contract. The amount deducted (and paid to the provider) may not exceed the lesser of \$3,000 or the amount the Participant paid for such taxable year for qualified healthcare premiums, and which otherwise complies with Code Section 402(f). For purposes of this section: (i) an "Eligible Retired Public Safety Officer" is an individual who, by reason of disability or attainment of normal retirement age, has experienced a Severance from Employment as a Public Safety Officer with the Employer, (ii) a "Public Safety Officer" has the same meaning as in Section 1204(9)(A) of the Omnibus Crime Control and Safe Streets Act of 1968, and (iii) the term "qualified health insurance premiums" means premiums for coverage for the Eligible Retired Public Safety Officer, his spouse and dependents, by an accident or health plan or a qualified long-term care insurance contract (as defined in Code Section 7702(b)).

ARTICLE VII. NON-ASSIGNABILITY

- 7.01 In General. Except as provided in Section 7.02, the interests of each Participant or Beneficiary under the Plan are not subject to the claims of the Participant's or Beneficiary's creditors; and no Participant or Beneficiary shall have any right to commute, sell, assign, pledge, transfer or otherwise convey or encumber the right to receive any payments hereunder or any interest under the Plan, which payments and interests are expressly declared to be non-assignable and non-transferable.
- 7.02 Domestic Relations Orders.
- (a) Allowance of Transfers: Notwithstanding Section 7.01, if a judgment, decree or order (including approval of a property settlement agreement) that relates to the provision of child support, alimony payments, or the marital property rights of a spouse or former spouse, child, or other dependent of a Participant is made pursuant to a State domestic relations law ("domestic relations order"), then the amount of the Participant's Account shall be paid in the manner and to the person or persons so directed in the domestic relations order. Such payment shall be made without regard to whether the Participant is eligible for a distribution of benefits under the Plan. The Plan Administrator shall establish reasonable procedures for determining the status of any such decree or order and for effectuating distribution pursuant to the domestic relations order. Where necessary to carry out the terms of such an order, a separate Account may be established with respect to the spouse, former spouse, or child who shall be entitled to make investment selections with respect thereto in the same manner as the Participant.
 - (b) Release from Liability to Participant: The Employer's liability to pay benefits to a Participant shall be reduced to the extent that amounts have been paid or set aside for payment to a spouse, former spouse, child, or other dependent pursuant to paragraph (a) of this section. No such transfer shall be effectuated unless the Employer or Service Provider has been provided with satisfactory evidence that the Employer and the Service Provider are released from any further claim by the Participant with respect to such amounts. The Participant shall be deemed to have released the Employer and the Service Provider from any claim with respect to such amounts, in any case in which (i) the Employer or Service Provider has been served with legal process or otherwise joined in a proceeding relating to such transfer, (ii) the Participant has been notified of the pendency of such proceeding in the manner prescribed by the law of the jurisdiction in which the proceeding is pending by service of process in such action or by mail from the Employer or Service Provider to the Participant's last known mailing address, and (iii) the Participant fails to obtain an order of the court in the proceeding relieving the Employer or Service Provider from the obligation to comply with the judgment, decree, or order. The Participant shall also be deemed to have released the Employer or Service Provider if the Participant has consented to the transfer pursuant to the terms of a property settlement agreement and/or a final judgment, decree, or order as described in paragraph (a).
 - (c) Participation in Legal Proceedings: The Employer and the Service Provider shall not be obligated to defend against or seek to have set aside any judgment, decree, or order described in paragraph (a) or any legal order relating to the garnishment of a Participant's benefits, unless the full expense of such legal action is borne by the Participant. In the event that the Participant's action (or inaction) nonetheless causes the Employer or Service Provider to incur such expense, the amount of the expense may be charged against the Participant's Account and thereby reduce the Employer's obligation to pay benefits to the Participant. In the course of any proceeding relating to divorce, separation, or child support, the Employer and Service Provider shall be authorized to the extent permitted by

applicable laws to disclose information relating to the Participant's Account to the Participant's spouse, former spouse, or child (including the legal representatives of the spouse, former spouse, or child), or to a court.

- (d) Effective April 6, 2007, a domestic relations order will not fail to be a domestic relations order (1) solely because the order is issued after, or revises, another domestic relations order; or (2) solely because of the time at which the order is issued, including issuance after the annuity starting date or after the Participant's death. A domestic relations order described in this paragraph is subject to the same requirements and protections that apply to domestic relations orders.

ARTICLE VIII. TRANSFERS AND ROLLOVERS

8.01 Transfers. This Plan shall accept and allow transfers, pursuant to Code Section 457, of amounts deferred by an individual under this Plan or another eligible deferred compensation plan meeting the requirements of Section 457(g) of the Code, provided the conditions of this Section 8.01 are met.

- (a) Directed by Individual Participant or Beneficiary. A transfer from this Plan to another eligible governmental deferred compensation plan or from another eligible governmental deferred compensation plan to this Plan is permitted only if the transferor plan provides for transfers, the receiving plan provides for the receipt of transfers, the Participant or Beneficiary whose amounts deferred are being transferred shall have an amount deferred immediately after the transfer at least equal to the amount deferred with respect to that Participant or Beneficiary immediately before the transfer, and in the case of a transfer for a Participant, the Participant whose amounts deferred are being transferred has had a severance from employment with the transferring employer and is performing services for the employer maintaining the transferee plan. Upon the transfer of assets from this Plan under this paragraph (a), the Plan's liability to pay benefits to the Participant or Beneficiary under this Plan shall be discharged to the extent of the amount so transferred for the Participant or Beneficiary.

Any such transferred amount shall not be treated as a deferral subject to the limitations of Section 2.18, except that, for purposes of applying the limit of Section 2.18, an amount deferred during any taxable year under the plan from which the transfer is accepted shall be treated as if it had been deferred under this Plan during such taxable year and compensation paid by the transferor employer shall be treated as if it had been paid by the Employer.

- (b) Permissive Service Credit Transfers. Subject to any limitations imposed by an investment provider, if a Participant is also a participant in a tax-qualified defined benefit governmental plan (as defined in Code Section 414(d)) that provides for the acceptance of plan-to-plan transfers with respect to the Participant, then the Participant may elect to have any portion of the Participant's Account transferred to the defined benefit governmental plan. A transfer under this paragraph (b) may be made before the Participant has had a Severance from Employment.

A transfer may be made under this paragraph (b) only if the transfer is either for the purchase of permissive service credit (as defined in Code Section 415(n)(3)(A)) under the receiving defined benefit governmental plan or a repayment to which Code Section 415 does not apply by reason of Code Section 415(k)(3).

8.02 Rollovers. A Participant may elect to roll an Eligible Rollover Distribution to an Eligible Retirement Plan. The Participant shall be provided with a description of available rollover rights and rules in advance of such a distribution. A distribution that is an Eligible Rollover Distribution and that is paid in a form other than a rollover shall be subject to mandatory withholding of 20%, or such other mandatory withholding rate as may be imposed under the Code from time to time. This Plan shall be permitted to accept a rollover distribution from an Eligible Retirement Plan (including a distribution from an IRA) to this Plan, subject to any administrative restrictions imposed by the Plan or by the investment provider. To the extent required under the Code, the Plan shall separately account for any rollover contributions it receives. Rollover contributions to the Plan before January 1, 2006, shall be subject to the same restrictions on distributions applicable to other amounts held under the Plan. Rollover contributions to the Plan on or after January 1, 2006, shall not be subject to the same restrictions on distributions applicable to other amounts held under the Plan, and such rollover contributions may be distributed at any time.

8.03 Non-spousal Beneficiary Rollovers.

- (a) For distributions after December 31, 2009, and unless otherwise elected in the Adoption Agreement, for distributions between January 1, 2007 and December 31, 2009, a non-spouse Beneficiary who is a "designated beneficiary" under Code Section 401(a)(9)(E) and the regulations thereunder, may roll over, by a direct trustee-to-trustee transfer ("direct rollover"), all or any portion of his distribution to an individual retirement account the Beneficiary establishes for purposes of receiving the distribution. In order to roll over the distribution, the distribution otherwise must satisfy the definition of an Eligible Rollover Distribution.

- (b) Although a non-spouse Beneficiary may roll over directly a distribution as provided in paragraph (a) above, any distribution made prior to January 1, 2010, is not subject to the direct rollover requirements of Code Section 401(a)(31) (including Code Section 401(a)(31)(B)), the notice requirements of Code Section 402(f) or the mandatory withholding requirements of Code Section 3405(c). If a non-spouse Beneficiary receives a distribution from the Plan, the distribution is not eligible for an indirect "60-day" rollover.
- (c) If the Participant's named Beneficiary is a trust, the Plan may make a direct rollover to an individual retirement account on behalf of the trust, provided the trust satisfies the requirements to be a "designated beneficiary" within the meaning of Code Section 401(a)(9)(E).
- (d) A non-spouse Beneficiary may not roll over an amount which is a required minimum distribution, as determined under applicable Treasury regulations and other Internal Revenue Service guidance. If the Participant dies before his required beginning date and the non-spouse Beneficiary rolls over to an IRA the maximum amount eligible for rollover, the Beneficiary may elect to use either the 5-year rule or the life expectancy rule, pursuant to Section 1.401(a)(9)-3, A-4(c) of the regulations, in determining the required minimum distributions from the IRA that receives the non-spouse Beneficiary's distribution.

ARTICLE IX. LOANS

If the Employer so elects under the Adoption Agreement, loans shall be made available to all Participants on a reasonably equivalent basis, but only to the extent permitted under the Annuity Contract or other Plan investment and the provisions of this Article. No loan shall be made available under this Plan unless it satisfies all of the requirements of Code Section 72(p) and any other applicable regulatory guidance, including the limitations on the total of a Participant's non-taxable loans from all plans of the Employer for treatment as a tax-free loan. The making of loans under this Plan shall be subject to written guidelines set forth in a separate document (or under the Annuity Contract), which guidelines shall govern the availability, terms and procedures for Participants to obtain loans under this Plan. The availability of loans under this Plan may be suspended, terminated or modified at any time.

ARTICLE X. AMENDMENT OR TERMINATION OF PLAN

- 10.01 Amendment or Termination. The Employer may at any time amend this Plan or terminate this Plan and distribute the Participants' Accounts in conformity with the Code; provided, however, that such amendment or termination shall not impair the rights of Participants or their Beneficiaries with respect to any compensation deferred before the date of the amendment or termination of this Plan except as may be required to maintain the tax status of the Plan under the Code. In the event that the Plan is terminated, amounts deferred under the Plan (and all Plan assets) shall be distributed to all Plan Participants and Beneficiaries as soon as administratively practicable after the termination of the Plan.
- 10.02 Amendment and Restatement of Previously Adopted Plan. If this Plan document constitutes an amendment and restatement of the Plan as previously adopted by the Employer, the amendments contained herein shall be effective as of the Effective Date, and the terms of the preceding plan document shall remain in effect through such date.

ARTICLE XI. USERRA

An Employee whose employment is interrupted by qualified military service under Code Section 414(u) or who is on a leave of absence for qualified military service under Code Section 414(u) may defer additional Compensation upon resumption of employment with the Employer equal to the maximum amount of Compensation that could have been deferred during that period if the Employee's employment with the Employer had continued (at the same level of Compensation) without the interruption of leave, reduced by the amount of Compensation, if any, actually deferred during the period of the interruption or leave. This right applies for five years following the resumption of employment (or, if sooner, for a period equal to three times the period of the interruption or leave).

ARTICLE XII. MISTAKEN CONTRIBUTIONS

If any contribution (or any portion of a contribution) is made to the Plan by a good faith mistake of fact, then within one year after the payment of the contribution, and upon receipt in good order of a proper request approved by the Plan Administrator, the amount of the mistaken contribution (adjusted for any income or loss in value, if any, allocable thereto) shall be returned directly to the Participant or, to the extent required or permitted by the Plan Administrator, to the Employer.

ARTICLE XIII. RELATIONSHIP TO OTHER PLANS

This Plan serves in addition to any other retirement, pension or benefit plan or system presently in existence or hereinafter established.

ARTICLE XIV. PARTICIPATING EMPLOYERS

- 14.01 Adoption of Plan. With the consent of the Employer, the Plan may be adopted by any other governmental entity described in Code Section 457(e)(1)(A), and each such adopting entity shall be known as a Participating Employer. Such adoption of the Plan shall be evidenced by completion of a Participation Agreement signed by both the Employer and the Participating Employer.
- 14.02 Participating Employer's Plan. Each Participating Employer shall be treated as the sponsor of its own separate governmental Code Section 457(b) eligible deferred compensation plan, subject to the terms and conditions of this Plan document. Accordingly, although the assets of the Plan may be held in a single trust (or annuity contract or custodial account that is treated as a trust), the assets attributable to the Employer and to each Participating Employer shall be accounted for separately. Except as provided below, wherever a right or obligation is imposed upon the Employer by the terms of the Plan, the same shall extend to each Participating Employer under the Plan, and shall be separate and distinct from that imposed upon the Employer.
- 14.03 Participating Employer's Participation. Except as otherwise provided below, it is the intention of the Employer that each Participating Employer shall be a party to the Plan and shall be treated in all respects as the Employer thereunder, with its employees to be considered as Employees or Participants, as the case may be, under the Plan. However, the participation of a Participating Employer in the Plan shall in no way diminish, augment, modify, or in any way affect the rights and duties of the Employer or its Employees under the Plan.
- 14.04 Severance from Employment. For purposes of Section 2.22 (Severance from Employment), the term Employer means the governmental entity that the Participant was employed by (or under contract with) at the time of his termination of employment.
- 14.05 Plan Administrator. For purposes of Article III (Administration), each Participating Employer shall serve as (or appoint another person to serve as) the Plan Administrator of such Participating Employer's plan. Each Participating Employer (or the person designated by such Participating Employer as the Plan Administrator of that Participating Employer's plan) shall have full power to adopt, amend, and revoke such rules and regulations consistent with and as may be necessary to implement, operate and maintain its participation in the Plan and to make discretionary decisions affecting the rights or benefits of its own Participants under the Plan.
- 14.06 Investments and Administrative Services. Only the Employer shall have the right to enter into contracts or agreements with investment providers or other companies providing administrative services to the Plan. The Employer shall act as the agent of each Participating Employer with respect to such investment contracts and/or services agreements. The Employer's choice of investment and administrative service providers shall be binding on each Participating Employer and, by signing the Participation Agreement, the Participating Employer agrees to be bound by the terms and conditions of any such investment contracts and/or services agreements.
- 14.07 Amendment or Termination of the Plan. Only the Employer shall have the right to amend or terminate the Plan under Article X. The Employer's amendment or termination of the Plan shall be binding on each Participating Employer and, by signing the Participation Agreement, the Participating Employer agrees to be bound by the terms and conditions of any such amendment or termination of the Plan.
- 14.08 Revocation of Participation. A Participating Employer may at any time (by written notice to the Employer) revoke its participation in the Plan, in which case the Participating Employer must adopt its own plan document and provide its own trust or other funding arrangement for the assets attributable to its Participants. If a Participating Employer revokes its participation in the Plan, the Employer shall direct the Trustee of the Plan's trust (and/or the issuer of any annuity contract or the custodian of any custodial account holding Plan assets) to transfer the Plan assets attributable to the Participating Employer's Participants to such separate funding arrangement as soon as administratively practicable following the Participating Employer's revocation of its participation in the Plan.

BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

Meeting Date Requested: January 3, 2012	Presenters Name: Melinda Baas
Department or Organization: YWCA Big Brothers Big Sisters	Contact Phone and E-mail: west2wander@gmail.com (cell) 307-371-8250 (Fax) - 352-6640
Exact Wording for Agenda: Proclamation to declare January as National Mentoring Month	Preference of Placement on Agenda & Amount of Time Requested for Presentation: 5-10 minutes , early in the meeting
Will there be Handouts? (If yes, include with meeting request form) Proclamation form	Will handouts require SIGNATURES: Yes
Additional Information:	
The YWCA BBBS Program has participated for the past three years in this National Campaign promote the value of youth mentoring and the benefits programs like BBBS provides not only to young people but to the larger community.	
This year the proclamations are part of our campaign "start something today.. volunteer...donate...advocate", which lets people know that everyone has a role to play in providing our youth with the self-confidence they need to reach their full potential.	
Attached is a draft copy of our Proclamation we would like signed by the County Commissioners.	

- 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: bbbs [bbbs@ywcasweetwater.org]
Sent: Tuesday, December 20, 2011 10:33 AM
To: Sally Shoemaker
Cc: bbbs@ywcasweetwater.org; west2wander@gmail.com
Subject: January Proclamation request
Attachments: CC Proclamation 2012.docx; CC mtg request form.pdf

Hello, I am writing for the YWCA Big Brothers Big Sisters Program. We will again be celebrating National Mentoring month in January as part of our outreach efforts to promote the value of mentoring. We would like to kick off our campaign with a Proclamation by the County Commissioners.

Therefore, we would like the county to agree to our proclamation for the month of January and allow us to attend the County Commissioners meeting in early January to read this proclamation. I have attached a draft proclamation for your review (please let me know if you have any suggested changes). We would appreciate being included in the first meeting of January to kick off the month. I know we are close to the Holidays but I hope we are still in time. If you need to reach me outside of the office or during the Holiday week I am including my personal email as I have access to that on my phone. (west2wander@gmail.com)

Thank you for your continued support of our program.

Melinda Baas
YWCA BBBS
Program Manager
307-352-6635
www.sweetwaterbbbs.org

start something today : volunteer...donate...advocate

NATIONAL MENTORING MONTH PROCLAMATION

Whereas, the Sweetwater County Commissioners recognize the need to increase public awareness of the importance of youth mentoring and the benefits it offers to young people in our community; and

Whereas, the YWCA Big Brothers Big Sisters Program gives adults an opportunity to do their part to strengthen our nation by providing youth with long-term quality mentoring that is proven to help them reach their full potential; and

Whereas, research has shown that youth engaged in the one-to-one, professionally supported mentoring programs, like the YWCA Big Brothers Big Sisters, are more likely to make positive choices in their lives and stay on track for their future; and

Whereas, we as community leaders recognize the value that mentors play in building a strong and sustainable community; and

Whereas, in Sweetwater County, Wyoming there are many young people who benefit from the mentoring movement;

NOW THEREFORE, WE, the Board of County Commissioners in and for Sweetwater County, Wyoming so do hereby proclaim the month of January 2012 as

National Mentoring Month

In Sweetwater County, Wyoming, and call upon all citizens, businesses, public and private agencies, religious and educational institutions, to join the mentoring movement and to be a part of the YWCA Big Brothers Big Sisters Program.

Don Van Matre, Member

John Kolb, Member

Reid West, Member

Wally Johnson, Chair

Gary Bailiff, Member

Attest:

Dale Davis, County Clerk

RESOLUTION # 12-01-AT-01
RESOLUTION FOR SPECIAL PROSECUTOR

WHEREAS, the Sweetwater County and Prosecuting Attorney has entered into an agreement with Brian T. Varn, County and Prosecuting Attorney in and for Fremont County, Wyoming, or any of his deputy county attorneys, to assist in advising, investigation and potential prosecution of a case being investigated by the Rock Springs Police Department which occurred on November 25, 2011, and detailed in report #11-4213 in which the Sweetwater County and Prosecuting Attorney's Office has either a conflict of interest or which would have the appearance of impropriety if pursued by that office; and

WHEREAS, the Fremont County Attorney's Office will provide these services free of charge to Sweetwater County; and

WHEREAS, Wyoming Statutes §§ 18-3-302 and 18-3-107 authorize such appointment with consent of the Board of County Commissioners and said action and it benefits Sweetwater County;

NOW, THEREFORE BE IT HEREBY RESOLVED that Board of County Commissioners of Sweetwater County, Wyoming consents to the appointment of Brian T. Varn or any of his deputies to serve as special deputy county and prosecuting attorney(s) in the above reference case.

DATED this _____ day of January, 2012.

THE BOARD OF COUNTY COMMISSIONERS
SWEETWATER COUNTY, WYOMING

WALLY JOHNSON, CHAIRMAN

..... ATTEST: _____

Draft

December 28, 2011

To Whom It May Concern:

Sweetwater County hereby designates Diversified Insurance Group, LLC as Agent of Record, effective January 1, 2012. In making this designation, it is required that you pay any and all commissions and/or fees payable from the effective date forward to Diversified Insurance Group, LLC and it is understood that they are the exclusive representative to act on my behalf to:

1. Solicit insurance proposals from you, and
2. Review proposals and make recommendations assisting us in achieving our goals.

I hereby represent to your firm that in issuing this Agent of Record Letter, Diversified Insurance Group, LLC has not given, paid, provided or promised any benefit, inducement, or compensation in any form other than services directly supporting your insurance and/or HMO products. Further, no representation has been made that Diversified Insurance Group, LLC can obtain a premium rate more favorable to our company than is available through any other appointed agent for the same coverage, benefit, or program.

I realize that the terms and conditions of this appointment will be subject to your specific contractual requirements, as well as your normal agent appointment procedures.

Any questions about our coverage or proposed benefit changes, as well as any fees and commissions, should be directed to:

Bob Howard of Diversified Insurance Group, LLC
Attention: Bob Howard
136 E. South Temple, #2300
SLC, UT 84111

This Agent Letter of Record rescinds any prior appointments of agent/agency with respect to this coverage and shall remain in effect until revoked or replaced in writing.

Sincerely,

[Sweetwater County SIGNATURE]

[DATE]

[CLIENT'S PRINTED NAME AND TITLE]

[CLIENT'S TAX ID #]

Diversified Insurance Benefit Services, LLC hereby accepts the designation set forth above and confirms the representations made herein.

[Diversified Consultants SIGNATURE]

[DATE]

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BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) is entered into as of this day of January, 2012 between Sweetwater County, having an office at 80 West Flaming Gorge Way, Suite 17, Green River, WY 82935 (“Covered Entity”) Diversified Insurance Group, having an address at 136 East South Temple, Suite 2300, Salt Lake City, UT 84111 (“Business Associate”).

RECITALS

WHEREAS, Business Associate provides healthcare brokerage and consulting services (“Services”) to or on behalf of Covered Entity;

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as “the Administrative Simplification provisions,” direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and

WHEREAS, in the course of providing Services to or on behalf of Covered Entity, Business Associate will have access to Individually Identifiable Health Information, as hereinafter defined, maintained by Covered Entity that is protected as confidential under the Standards for privacy of Individually Identifiable Health Information promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 as set forth at 45 CFR Parts 160 and 164 (the “Privacy Standards”); and

WHEREAS, Covered Entity is required by the Privacy Standards to enter into this Agreement and keep this Agreement in full force and effect in order to disclose and/or grant access to Individually Identifiable Health Information maintained by Covered Entity in connection with the performance of the Services; and

WHEREAS, this Agreement is intended to comply with the provisions of 45 CFR § 164.504(e).

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE I. DEFINITIONS

1.1 **Individual**. “Individual” means the person who is the subject of Protected Health Information, as defined herein, and shall include a person who qualifies as a personal representative pursuant to 45 CFR § 164.502(g).

1.2 **Individually Identifiable Health Information**. “Individually Identifiable Health Information” is information, including demographic information collected from an individual, whether oral or recorded in any form or medium, that is:

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- 1.2.1 created or received by a health care provider, health plan, employer or health care clearinghouse; and
- 1.2.2 relates to the past, present, or future health or condition, whether physical or mental, of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and
- 1.2.3 identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

1.3 Protected Health Information. “Protected Health Information” is Individually Identifiable Health Information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

1.4 Secretary. “Secretary” means the Secretary of the U.S. Department of Health and Human Services or his designee.

ARTICLE II. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

2.1 Limitation on Use. Business Associate shall not use or further disclose Protected Health Information other than as permitted or required by this Agreement or as required by law or regulation. Appropriate Safeguards. Business Associate shall use appropriate safeguards to prevent use or disclosure of Protected Health Information other than as provided for by this Agreement.

2.2 Minimum Necessary. Business Associate represents and warrants that if it uses or discloses Protected Health Information, it shall do so only in the minimum amount and to the minimum number of individuals necessary to perform its obligations to or on behalf of Covered Entity.

2.3 Mitigation of Harm. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

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2.4 Report of Breach. Business Associate shall report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.

2.5 Agents/Subcontractors. Business Associate shall require that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees contract directly with Covered Entity under essentially the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such Protected Health Information.

2.6 Access to Books and Records. Business Associate shall make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Secretary in a timely manner for purposes of the Secretary determining Covered Entity's compliance with the Privacy Standards.

2.7 Documentation of Disclosures. Business Associate shall document disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information to the extent required by 45 CFR § 164.528.

2.8 Access to Information. Business Associate shall make Protected Health Information maintained in a Designated Record Set (as defined in the Privacy Standards) available to Covered Entity or, as directed by Covered Entity, to an Individual to enable Covered Entity to fulfill its obligations in accordance with 45 CFR § 164.528.

2.10 Amendments. Business Associate shall incorporate any amendments to Protected Health Information maintained in a Designated Record Set that Covered Entity directs or to which it agrees to enable Covered Entity to fulfill its obligations in accordance with 45 CFR § 164.526.

2.11 Access to Protected Health Information. Business Associate agrees to make Protected Health Information available to an Individual in accordance with 45 CFR § 164.524.

ARTICLE III. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

3.1 Performance of Services. Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform Services and related functions and activities for or on behalf of Covered Entity, provided that such use or disclosure would not violate the Privacy Standards if done by Covered Entity.

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3.2 Management and Administration. Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information in providing Services under this Agreement as necessary for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that such use or disclosure would not violate the privacy standards if done by Covered Entity.

3.3 Compliance with Laws. Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to report violations of law to appropriate Federal and State authorities or for any other purpose required by law, provided that such use or disclosure would not violate the Privacy Standards if done by Covered Entity.

ARTICLE IV. OBLIGATIONS OF COVERED ENTITY

4.1 Disclosure. Covered Entity shall disclose Protected Health Information upon Business Associate's request or upon the request of a third party if such disclosure is permissible by law, so that Business Associate may provide services to or on behalf of Covered Entity, unless Covered Entity otherwise objects to the disclosure, or Business Associate is no longer providing services to Covered Entity.

4.2 Notice of Privacy Practices. Upon Business Associate's request, Covered Entity shall notify Business Associate of any limitations(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.

4.3 Notice of Individual Revocations. Upon Business Associate's request, Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

4.4 Notice of Restrictions to Use. Upon Business Associate's request, Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

4.5 No Impermissible Use. Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Standards if done by Covered Entity.

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ARTICLE V. TERM AND TERMINATION

5.1 Term. This Agreement shall commence as of the date first above mentioned.

5.2 Termination. This Agreement shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity. If it is infeasible to return or destroy Protected Health Information, Business Associate shall continue to extend the protections of this Agreement to such information, in accordance with the termination provisions in Section 6.2.

5.3 Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate of this Agreement, Covered Entity shall either:

- 5.3.1 provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement;
- 5.3.2 immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or
- 5.3.3 if neither termination nor cure are feasible, Covered Entity shall report the violation to the Secretary.

ARTICLE VI. EFFECT OF TERMINATION

6.1 Return/Destruction of Information. Except as provided in Section 6.2 of this Agreement, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

6.2 Return/Destruction Infeasible. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limited further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

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6.3 Survival. The respective rights and obligations of Business Associate under Sections 6.1 and 6.2 of this Agreement will survive termination of this Agreement.

ARTICLE VII. MISCELLANEOUS

7.1 Regulatory references. A reference in this Agreement to a section in the Privacy Standards means the section as in effect or as amended.

7.2 Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Standards.

7.3 Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Standards.

7.4 Entire Agreement. This Agreement, as amended from time to time pursuant to Paragraph 7.2, constitutes the entire agreement and understanding between the parties with respect to the Services specified and agreed upon in this Agreement and supersedes all prior oral or written agreements and understandings between them with respect to such services.

7.5 Severability. The invalidity of any portion of this document shall not invalidate the remainder, and the remainder shall continue in full force and effect.

7.6 Indemnification. Each party shall indemnify, hold harmless and defend the other party to this Agreement from and against any and all claims, losses, liabilities, costs, and other expenses incurred as a result or arising directly or indirectly out of or in connection with (a) any misrepresentation, breach of warranty or non-fulfillment of any undertaking on the part of the party under this Agreement; and (b) any claims, demands, awards, judgments, actions and proceedings made by any person or organization, arising out of or in any way connected with the party's performance under this Agreement.

7.7 Assignment. Business Associate may not assign or transfer any or all of its rights or obligations under this Agreement or any part of it, nor any benefit or interest in or under it, to any third party without the prior written consent of the Covered Entity which shall not be unreasonably withheld.

7.8 Notices. Any notice which may be or is required to be given under this Agreement shall be written and shall be sent by first class mail, fax, courier or as an electronic record attached to an e-mail. All notices shall be effective upon receipt at the addresses stated below which may be changed from time to time upon thirty (30) days' notice.

7.9 Headings. Headings are for convenience only and form no part of this Agreement and shall not affect its interpretation.

7.10 Governing Law. This Agreement shall be governed in accordance with the laws of the State of Utah, without reference to choice of law principles.

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IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first written above.

Diversified Insurance Group

Sweetwater County

Jeana Hutchings
Benefits Practice Leader, Partner
136 East South Temple, Suite 2300
Salt Lake City, UT 84111

Garry McLean
Human Resources Director
80 West Flaming Gorge Way, Suite 17
Green River, WY 82935

[date]

[date]

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
SWEETWATER COUNTY AND Diversified Insurance Group**

This Professional Services Agreement is effective as of the 1st day of January 1, 2012, by and between Sweetwater County, a Wyoming County Government, on behalf of its divisions, subsidiaries, hereinafter collectively referred to as "Client") headquartered at 80 West Flaming Gorge, Suite 109, Green River, Wyoming 82935, and Diversified Insurance Group headquartered at 136 East South Temple, Suite 2300, Salt Lake City, Utah 84111 (hereinafter referred to as "Consultant").

1. **Term and Termination:** The initial term of this Agreement is for a period of 18 months from the date of this Agreement. At the conclusion of this initial term, Agreement will automatically renew for a one year period unless Client notifies Consultant by May 30, 2013, of its desire to end the Agreement. Thereafter, the parties agree that this Agreement may be terminated at any time by either party, upon 30 days written notice. In such event, Consultant will be paid for services provided prior to termination. Notwithstanding the foregoing, either party may terminate this Agreement for Cause upon five (5) business days' prior written notice. Upon termination of this Agreement, all rights, duties, and obligations hereunder shall cease, except as specifically provided for herein.

2. **Consultant Responsibilities:** Consultant will provide the professional services and deliverables specified in this Agreement and more fully described in Schedule A ("Statement of Work") as an independent contractor upon the terms and conditions hereinafter set forth. None of the terms set forth in this Agreement will be interpreted to create any agency, master-servant, employment, or any similar relationship between Client and Consultant.

Consultant shall not intentionally take any action against the best interests of Client and shall perform faithfully, and in accordance with the highest professional standards and quality such duties as may be assigned to Consultant hereunder. Nonetheless, Consultant does not accept any fiduciary or trust responsibilities in connection with the performance of the Services or with respect to any benefit plan. Consultant shall receive direction for the performance of Services from Client's Director of Human Resources.

3. **Client Responsibilities:** Client acknowledges that in order for Consultant to perform the Services under this Agreement, the Client may be required to make certain personnel or other resources available to Consultant, and the Client agrees that it will cooperate in providing such personnel and resources. Client shall pay Consultant for Services rendered as set forth in Schedule B within 45 days after receipt of Consultant's invoice, in a form and substance satisfactory to Client. Under the terms of this Agreement, Client is not obligated to reimburse Consultant for any expenses incurred in connection with this Agreement.

4. **Warranties:** Consultant warrants that: (a) the Services provided under this Agreement will conform to generally accepted industry standards and will be performed in a timely and professional manner; (b) the performance of the Services and the use of any deliverables furnished under this Agreement will not infringe or otherwise violate any copyright, trade secret, trademark, patent or any other right of any third party and will comply with all applicable laws, rules, orders, and regulations. ANY AND ALL Claims shall be made within one year from the date the alleged fault or error was made or shall be forever barred.

5. **Limitation on Liability:** Consultant and Client agree that the liability of Consultant in connection with the Services provided hereunder will be limited to direct losses Client suffers as a result of the gross negligence or intentional failure of the Consultant, up to, but in no event to exceed, the lesser of \$75,000 or the amount of the Consultant's earned fees/commissions for the calendar year in which the loss occurs.

6. **Confidentiality:** Both Client and Consultant recognize that in the course of this Agreement information will be exchanged consisting of trade secret or business information ("Confidential Information"). Each party shall treat the other party's Confidential Information as it would treat its own confidential trade secret or business information. All dealings of the parties hereto are confidential, and no report, data, information, or communication developed, prepared, or assembled hereunder shall be revealed or made available to any person or entity without the express permission of the other party, except as provided by law.

Consultant and Client understand that under this Agreement certain information, reports, and data generated are subject to applicable laws and regulations regarding the confidentiality of medical records, and both parties will comply fully to such laws, such as but not limited to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). To the extent that Services provided under this Agreement involve the Consultant's use of protected health information subject to the requirements of HIPAA and related laws and regulations, Client and Consultant have executed a Business Associate Agreement, hereby incorporated into this Agreement as Schedule C.

7. **Client Information:** To enable Consultant to perform the Services under this Agreement, Client will promptly provide Consultant with such direction, materials, information, and access to its authorized representatives as Consultant reasonably requests, and in a format Consultant reasonably requires. Client will designate for Consultant those employees of Client from whom Consultant will accept all information. Consultant will retain no responsibility for the accuracy of data provided to it and shall not be responsible for verifying the accuracy or completeness of information supplied to it by Client, other than to use reasonable diligence and judgment as it performs Services under the Agreement. If Consultant receives inaccurate, incomplete, or improperly formatted information, Consultant shall have no liability for relying on the same.

8. **Conflict of Interest:** Consultant warrants that no conflict of interest whatsoever exists between Consultant's past or present employment or consulting engagements and the performance of the Services under this Agreement. Consultant agrees that it has a duty to inform Client of any potential conflicts of interest as soon as possible so that such conflicts can be confronted and resolved.

Consultant is free to accept any other employment or consulting position if it does not conflict with their representation of Client. In the event that such employment or consulting position, in Client's opinion, conflicts with Consultant's duties hereunder, and such conflict cannot be resolved to Client's satisfaction, Client will have the right to terminate this agreement immediately, and Client shall pay Consultant for the Services provided up to that point as set forth in Schedule B.

9. **Independent Consultant:** Consultant acknowledges and agrees that it is an independent contractor whose employees or agents, if any, are not employees or agents of Client for any purpose, including but not limited to federal, state, or local unemployment insurance laws, old age benefits, Social Security laws, Workers' Compensation laws, tax laws or any other industrial laws, and are not eligible for any of the benefits to which employees of Client are eligible. Consultant does not have any authority, expressed or implied, to assume or create any obligations on behalf of Client. Furthermore, Consultant is solely and exclusively responsible or liable for:

- a. Payment of all expenses incurred in and for all claims and damages arising out of or in connection with all the performance of Services by Consultant under this Agreement;
- b. Payment of all required federal, state, and local income, employment, unemployment, property, excise, sales and uses taxes, and associated contributions in connection with payment for Services rendered under this Agreement;
- c. Maintaining his or her, and its employees, health and disability and Workers' Compensation insurance;
- d. Providing his or her own office space, equipment and other requirements necessary to provide the services hereunder;
- e. The control, direction, employment, and compensation of all employees, agents and/or independent contractors retained by Consultant; and
- f. Any losses, expenses, claims, injuries or damages to which Consultant may be subject or which Consultant may incur as a result of Consultant's actions, or its employees actions, in connection with the performance of Services under this Agreement.

10. Insurance: During the term of this Agreement, Consultant shall maintain professional liability insurance in an amount not less than \$500,000 per occurrence and \$1,000,000 umbrella coverage. Consultant shall also maintain worker's compensation insurance in an amount not less than \$1,000,000. Consultant shall provide proof of insurance to Sweetwater County prior to commencement of work under this agreement. The Certificate of Insurance shall be sent to the attention of Mr. Garry McLean, Sweetwater County, 80 West Flaming Gorge Way, Suite 17, Green River, Wyoming 82935. Fax # 307-872-3992.

11. Indemnifications: Consultant shall indemnify, defend and hold harmless Client from and against any and all claims, demands, actions, losses, costs, damages and expenses, including reasonable attorneys' fees, arising from or out of any negligent or willful acts or omissions of Consultant, or any breach of this Agreement (including, without limitation, any breach of any representation or warranty) by Consultant. This indemnification and shall survive the termination of this Agreement.

Client shall indemnify, defend and hold harmless Consultant from and against any and all claims, demands, actions, losses, costs, damages and expenses, including reasonable attorneys' fees, arising from or out of any negligent or willful acts or omissions of Client, or any breach of this Agreement (including, without limitation, any breach of any representation or warranty) by Client. This indemnification and shall survive the termination of this Agreement.

12. Notices: All notices that are required to be given by one party to the other under this Agreement shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited with a United States Post Office for delivery by registered or certified mail and addressed to the parties at the following addresses, unless such addresses are changed by notice, in writing, to the other party:

Sweetwater County

Attention: Brenda Rael
80 W. Flaming Gorge Way, Suite 17
Green River, Wyoming 82935
Email: raelb@sweet.wy.us
Telephone: 307-872-3910

Diversified Insurance Group

Attention: Bob Howard / Brian Carter
136 E. South Temple
Salt Lake City, Utah 84111
Email: bhoward@digrisk.com / bcarter@digrisk.com
Telephone: 801-325-5009 / 801-325-5067

13. Excuse of Performance: No liability shall result from delay or non-performance by Consultant or Client caused by *force majeure* (e.g., an act of God, terrorist act, fire, war, flood, or similar circumstances beyond the reasonable control of Consultant or Client).

14. Arbitration: In the event of a breach of this Agreement, or a dispute as to the meaning of this Agreement, or any of its terms which the parties cannot resolve by themselves amicably through direct discussions, the parties agree to submit any such dispute to resolution in the following manner. The parties shall endeavor to resolve the dispute through the use of arbitration in accordance with the rules of the American Arbitration Association. No discovery will be permitted in connection with the arbitration unless it is expressly authorized by the arbitrator upon a showing of substantial need by the party seeking discovery.

Judgment upon the arbitration award may be entered in any court having jurisdiction. All mediation or arbitration hearings shall be held in Salt Lake City, Utah, and all aspects of the same shall be treated as confidential. Each party shall bear its own cost of presenting its case, including one half (1/2) the cost of arbitration.

No arbitrator shall have the authority to award damages inconsistent with the terms of this Agreement and the parties expressly waive their right to obtain such damages in arbitration or in any other forum. Decisions of the arbitrator shall be in writing and will be final and binding on the parties.

15. **Severability:** If any provision of this Agreement is held to be unenforceable, the remainder of this Agreement shall be severable and not affected thereby.
16. **Assignment:** Consultant shall not assign any interest in this Agreement and shall not transfer any interest in the same without prior written consent of Client, except that claims for money due or to become due Consultant from Client under this Agreement may be assigned by Contract to a bank, trust company, or other financial institution without such approval, written notice of any such transfer shall be furnished promptly to Client. Any attempt at assignment of rights under this Contract except for those specifically consented to by both parties or as stated above shall be void.
17. **Modification:** This Agreement may only be modified by a written amendment hereto, executed by both parties.
18. **Survival:** Consultant shall remain obligated under all clauses of this Agreement which expressly or by their nature extend beyond the term hereof.
19. **Additional Provisions:** This Agreement shall be governed by the laws of the State of Utah. It constitutes the entire agreement between the parties regarding its subject matter. This Agreement supersedes all proposals, oral or written, and all negotiations, conversations or discussions heretofore and between the parties related to the subject matter of this Agreement.

Sweetwater County

Diversified Insurance Group

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

SCHEDULE A

SCOPE OF WORK

This Scope of Work may include other activities as directed by Sweetwater County in writing. Changes submitted by Consultant, to the scope, must be pre-approved by Sweetwater County.

The following Services shall be performed by Consultant on behalf of Client:

Health and Welfare Program Assessment and Strategic Planning

- Conduct annual Health and Welfare Program Assessment to establish short-term and long-term benefit plan objectives, including benefits offered, plan design, and employee/employer cost sharing.
- Review and assess potential future program modifications and related financial impact
- Develop and monitor Client's strategic plan, with an emphasis on benefits offered, plan design, total cost and employee contributions.
- Assist in developing a response to PPACA.

Renewal and Marketing

- Coordinate renewal activities with all carriers/administrators.
- Annually quantify financial impact of renewals and negotiate any variance between renewals and projections.
- Prepare and present detailed renewal report, including recommendations.
- Prepare and distribute Requests for Proposals if marketing is necessary.
- Direct and coordinate marketing process and carrier data requests.
- Prepare and present a marketing report detailing current and proposed costs, provider networks, services capabilities, plan designs, vendor evaluations, etc.
- Prepare and submit as needed an Executive Summary of final recommendations, including marginal cost analysis associated with program changes and/or price changes.

Claims Experience/Reporting

- Prepare claims analysis, detailing paid claims, plan enrollment and large claims monthly.
- Prepare a preliminary renewal projection based on claims analysis.
- Prepare a claims management report detailing claims paid by type of service, diagnostic category, in-network versus out-of-network claims, brand name drug versus generic drug utilization, etc.
- Analyze claims history to determine the most appropriate method of continued medical and/or dental financing (e.g., fully insured, self insured, minimum premium, etc.).

Employee Communication and Implementation Activities

- Develop written and visual employee communication materials (i.e., overview, overheads, bulletins, etc.).
- Coordinate and participate in Client's annual enrollment process (for locations with a minimum of 25 employees or more).

Schedule A, Scope of Work (Continued)

- Manage carrier participation in annual enrollment process.
- Promote Sweetwater County's "Total Compensation" philosophy.
- Assist and coordinate the implementation of the Web-based benefit communication system.

On-Going/Day-to-Day Services

- Provide daily assistance in resolving carrier service issues (i.e., claims, billing, etc.) as requested by Client.
- Coordinate and attend service meetings with Client and select carrier representatives.
- Communicate regularly with Client's Human Resource Specialist and/or Human Resource Director and provide appropriate support to employee benefits related issues and projects.

Compliance Service

- Perform annual compliance reviews of plan documents, summary plan descriptions, contracts and other benefits-related documents/notices.
- Provide full service ERISA compliance advice and assistance.
- Provide guidance on legislation affecting benefit programs.
- Prepare and maintain a benefits calendar to meet ERISA and IRS requirements and deadlines.
- Coordinate gathering of Schedule A Reports from all carriers to facilitate preparation of Forms 5500.
- Prepare EFAST annual 5500 filings and prepare Summary Annual Reports as requested.
- Coordinate the gathering of information for the annual discrimination testing.

Actuarial Services

- Secure and maintain IBNR reserve certification.
- Complete actuarial valuation of benefit plan changes including traditional, CDHP/HRA/HSAs, and detailed changes to a specific benefit including an estimate for behavior change.
- Provide stop-loss analysis including:
 - Estimating the difference in risk between various stop-loss levels
 - Providing the expected number and dollar of claims above the specific deductible
 - Providing the probability that aggregate claims will exceed various levels
- Secure and maintain COBRA rate certification.
- Provide Medicare Part D determination of creditable coverage and attesting to the Retiree Drug Subsidy.
- Provide an analysis of funding options (fully insured versus self insured) as requested.

Actuarial Reporting Services

- Provide to Client a report that will include information on the actuarial value of benefits (OPEB liability), GASB 45 accounting information including the Annual Required Contribution (ARC), annual Other Post Employment Benefits (OPEB) Cost, and Reconciliation of the Net OPEB Obligation (NOO). A ten-year payout projection, an ARC determined using an amortization period specified by Diversified or its agents, and general recommendations on managing the liability will be provided in the report. The content of the report will be uniform and determined by Diversified. Requests for additional content may be accommodated for additional consideration.

Schedule A, Scope of Work (Continued)

An actuarial certification, including indication of compliance with Actuarial Standards of Practice No. 41 "Actuarial Communications" and American Academy of Actuaries "Prescribed Statement of Actuarial Opinion" will be provided.

Diversified will make reasonable effort to provide the report to Client within sufficient time for Client to prepare required financial disclosures, but not earlier than 4 weeks after receipt of census data and benefits information determined by Diversified to be sufficient to prepare the information described above.

The report to Client will provide all required actuarial calculations for OPEB of which Diversified is made aware, including "implicit subsidies" arising from the extension of Client-sponsored health care coverage to retirees, as well as any Client-paid OPEB subsidies, such as premium reimbursement arrangements. However, the Client will be responsible for confirming the benefits valued and the assumptions used in valuation. Prior to commencing work on a valuation, Diversified will assess the OPEB sponsored by Client and provide to Client an advisory recommendation as to whether a GASB 45 valuation should be performed, including justification for the recommendation.

SCHEDULE B
FEES AND COMMISSIONS

Consultant shall provide transparent and timely reporting to Client in regards to any and all commissions and other income earned on behalf of the Client.

For the period January 1, 2012 through June 30, 2011: Consultant shall be entitled to receive those commissions already in place in connection with Client's health and welfare benefits programs. In total, Consultant shall receive compensation of \$6,250 each month during this initial six month period. Any commissions received from carriers shall be credited to this fee each month and Consultant shall bill Client for any difference after commissions are received.

For the 2012 plan year and forward, Consultant will remove commissions from all plans.

For the period July 1, 2012 and forward: The Consultant's compensation shall be \$75,000 per 12 month period, beginning each July 1, unless and until the parties mutually agree to a different rate of compensation in writing. Consultant will only be paid for services provided prior to termination. Should a carrier refuse to remove commissions or credit Client premiums for removing Consultant commissions, Consultant will disclose any and all commissions received and credit Client towards the total fee due. Consultant will apply any earned commissions first and then invoice Client for any remaining portion due.

Additional Fees:

Scope of services outlined include all current lines of coverage for Client including - Medical, Dental, Vision, Basic Life / AD&D, Supplemental Life and Short & Long Term Disability Plans. Should Client choose to offer additional worksite products, additional compensation may be received. Again, as with all products, Consultant will disclose all compensation received and maintain complete transparency.

SCHEDULE C
BUSINESS ASSOCIATE AGREEMENT
(Incorporated by reference)

ROCK SPRINGS - SWEETWATER COUNTY AIRPORT

P.O. Box 1987

Rock Springs, Wyoming 82902-1987

December 14, 2011

Mr. Dale Davis
Sweetwater County Clerk
80 West Flaming Gorge Way
Green River, WY 82935

Dear Dale:

As we approach the mid way point of our fiscal year, the Rock Springs Sweetwater County Airport Board respectfully requests the remaining allocated funds from the County in the amount of \$107,500.00 for fiscal 2011/2012. → *Per Dale Davis - this has already been allocated.*



Additionally, the Airport Board would like to be placed on the County Commissioner's agenda to request additional operation funding for the 2011/2012 fiscal year. We were instructed to approach the Commission at mid-year to report on our financial condition, and to request the additional \$84,000.00 needed under the Joint Powers Agreement.

The City of Rock Springs has already awarded the Airport Board its portion of the additional funding request under the Agreement.

Thank you for your consideration of our request.

Respectfully,

A handwritten signature in cursive script that reads "Donna Acker".

Donna Acker, Chair
Rock Springs Sweetwater County Airport Board



Sally Shoemaker

Put on next agenda w/ emergency

Management team Dave Johnson & Eric Bingham

From: Andy Seiller [seillerja@sweetwaterhsa.com]
Sent: Monday, December 19, 2011 4:09 PM
To: Sally Shoemaker
Cc: Don Hartley; 'Gary Wolfe'; 'Henry Castillon'; bcook@cityofgreenriver.org; janet@grchamber.com; 'Dave Hanks'
Subject: FW: Pre-Application/Notice of Interest Received-HMGP Grant
Attachments: Plan Status Map 9.19.11.JPG
Importance: High

Sally,

The following messages and attachment were sent to the addressees listed. While I have had several face-to-face discussions with Hank and attended the GR Chamber's Government Affairs Committee meeting in October, I have not received any verbal or written acknowledgement or comment from either Wally or John concerning what I, and numerous others, believe to be a matter of critical importance to the well being, future and development of Sweetwater County.

Please see that each commissioner receives a copy of these e-mails plus the attachment for the meeting tomorrow morning. Thank you in advance for your cooperation and timely support.

Andy Seiller, Vice Chairman, Green River Greenbelt Task force

12 Gaensslen Drive
Green River, WY 82935-9633

C: 307/871-3775

From: Andy Seiller [mailto:seillerja@sweetwaterhsa.com]
Sent: Tuesday, October 11, 2011 2:42 PM
To: 'Hank Castillon'; bcook@cityofgreenriver.org; 'johnsonw@sweet.wy.us'; 'kolbj@sweet.wy.us'
Cc: 'Melinda Gibson'; 'Gary Wolfe'; 'Allan Wilson'; 'eroosa@cityofgreenriver.org'
Subject: Pre-Application/Notice of Interest Received-HMGP Grant

Hank, et al,

The attachment is a map that depicts the HMGP status of each of the Cowboy States' twenty-three counties. Please note that Sweetwater County is but one of seven that do not have a plan in place or in the process of development. FYI

Andy Seiller

From: Melinda Gibson [mailto:melinda.gibson@wyo.gov]
Sent: Monday, October 10, 2011 9:10 AM
To: Andy Seiller
Cc: guy.cameron; Green, Larry; Larry Majerus
Subject: Re: FW: Pre-Application/Notice of Interest Received-HMGP Grant

Good Morning Andy.

Attached, per your request, is a map depicting Wyoming Counties' current Mitigation Planning status. Sweetwater County is one of 7 counties currently without an approved mitigation plan. The other sixteen counties either currently have an approved mitigation plan or are in the process of getting their plan approved or adopted.

Best Regards,

[Melinda Gibson](#)

Melinda Gibson
Emergency Preparedness Specialist
State Hazard Mitigation Officer
Wyoming Office of Homeland Security
Herschler Building, First Floor East
122 West 25th Street
Cheyenne, WY 82002
melinda.gibson@wyo.gov
307.286.2670 - Work Cell
307.777.4914 - Desk
307.635.6017 - Fax

To achieve great things, two things are needed; a plan, and not quite enough time.
Leonard Bernstein, 1918 - 1990

E-mail to and from me, in connection with the transaction of public business, is subject to the Wyoming Public Records Act and may be disclosed to third parties. The information contained within is intended solely for the use of the individual or entity named above. If you received this e-mail in error, please immediately notify me by telephone or return e-mail.

On Sat, Oct 8, 2011 at 10:14 AM, Andy Seiller <seillerja@sweetwaterhsa.com> wrote:

Melinda,

Hopefully, my e-mail message of yesterday afternoon to the City of Green River and Sweetwater County officials will result in action to initiate HMGPs. What I am now curious to know, anticipating the question from one or more of the addressees, is the names of the cities and/or municipalities plus counties in the Cowboy State that currently have HMGPs on file and in place. I would greatly appreciate your assistance in providing that information to have "in my hip pocket" for a prompt response to one, or more. HELP!

Thank you in advance for your timely assistance.

Andy

From: Andy Seiller [mailto:seillerja@sweetwaterhsa.com]
Sent: Friday, October 07, 2011 4:00 PM
To: 'Melinda Gibson'
Cc: 'Gary Wolfe'
Subject: RE: Pre-Application/Notice of Interest Received-HMGP Grant

Melinda,

Thank you! Thank you! Your message was very enlightening and revealing of facts beyond my comprehension and understanding. Hopefully, my e-mail addressed to the City of Green River's Mayor, City Manager, Sweetwater County Commissioner Chairman and pro-active Commissioner, respectively, will stir-up action and be sufficient to initiate a HMGP.

Andy Seiller, Co-Chairman, City of Green River, Greenbelt Task Force

12 Gaensslen Drive

Green River, WY 82935-9633

O:307/875-3157

C:307/871-3775

[e:seillerja@sweetwaterhsa.com](mailto:seillerja@sweetwaterhsa.com)

From: Melinda Gibson [mailto:melinda.gibson@wyo.gov]
Sent: Tuesday, October 04, 2011 2:53 PM
To: gwolfe@wyoming.com; seillerja@sweetwaterhsa.com
Cc: guy.cameron; Dave Johnson; Green, Larry
Subject: Notice of Interest Received-HMGP Grant

Good Afternoon Mr. Wolfe & Mr. Seiller.

I am in receipt of your Pre-Application/Notice of Interest for the Hazard Mitigation Grant Program (HMGP). Thank you for submitting a Notice of Interest on behalf of the Green River Greenbelt Task Force.

Unfortunately, Sweetwater County does not currently have an approved Multi-Hazard Mitigation Plan. In order to be eligible for Hazard Mitigation Grant Program funds the county must have a FEMA-approved Multi-Hazard Mitigation Plan and the jurisdiction applying for grant funding must participate in the plan.

There are grant funds available for development of a county multi-hazard mitigation plan. Should Sweetwater County determine it desires to develop a multi-hazard mitigation plan, I would be pleased to forward an application for a planning grant to them. Also, should the Town of Green River be interested in pursuit of a single-jurisdiction multi-hazard mitigation plan, the Town is eligible for planning grant funds, too.

Once an approved multi-hazard mitigation plan is in place, the county and participating jurisdictions are (or if a single-jurisdiction plan is in place, the Town is) then eligible for HMGP grant funds and the rest of the family of mitigation grants.

Again, I appreciate your interest in hazard mitigation related to mitigating adverse currents undercutting Killdeer Wetlands. At this time we are unable to consider your mitigation project for funding.

Best Regards,

Melinda Gibson

Melinda Gibson
Emergency Preparedness Specialist

State Hazard Mitigation Officer
Wyoming Office of Homeland Security

Herschler Building, First Floor East

122 West 25th Street

Cheyenne, WY 82002
melinda.gibson@wyo.gov
307.286.2670 - Work Cell

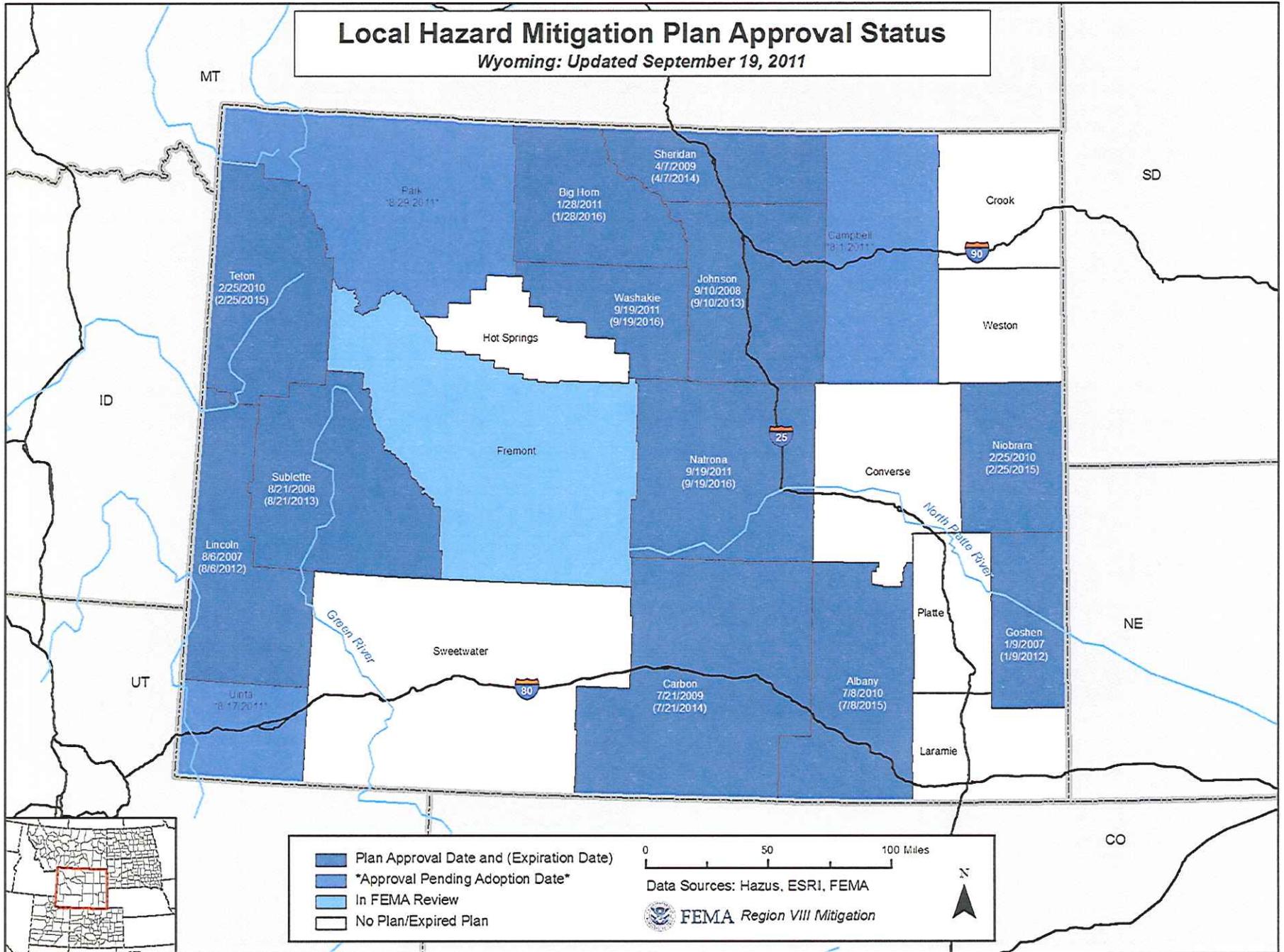
307.777.4914 - Desk
307.635.6017 - Fax

To achieve great things, two things are needed; a plan, and not quite enough time.
Leonard Bernstein, 1918 - 1990

E-mail to and from me, in connection with the transaction of public business, is subject to the Wyoming Public Records Act and may be disclosed to third parties. The information contained within is intended solely for the use of the individual or entity named above. If you received this e-mail in error, please immediately notify me by telephone or return e-mail.

Local Hazard Mitigation Plan Approval Status

Wyoming: Updated September 19, 2011



Plan Approval Date and (Expiration Date)
 Approval Pending Adoption Date
 In FEMA Review
 No Plan/Expired Plan

0 50 100 Miles
 Data Sources: Hazus, ESRI, FEMA
 FEMA Region VIII Mitigation

To: Sweetwater County Commissioners

From: Krisena Marchal

Subject: BOCC Meeting 1-3-12

Request the Approval of the W.S. 16-6-101 & 16-6-1001 Certification Statement for the Chapter 32 Consensus Block Grant

Executive Summary:

Sweetwater County was awarded \$1,491,345 in Chapter 32 Consensus Block Grant funding. The money will be passed through to the Sweetwater County Events Complex and used for capital improvements to support the National High School Rodeo Finals.

As a condition to receipt of the funding, Sweetwater County must comply with the provisions of W.S. 16-6-101 and 16-6-1001, and submit a Certification Statement. The provisions (2011 Senate File 144) deal with bidding out professional services, preferences for resident contractors, and promoting the employment of "responsible Wyoming resident design firms."

The Sweetwater County Events Complex is requesting a waiver to bidding out professional services (W.S. 16-6-1001) due to the short timeline to complete the project. As an alternative, it proposes to utilize a resident firm located in Sweetwater County who is also working on the same project but not funded by the grant.

Recommendation:

Staff recommends approval of the Certification Statement since it is a contingency for reimbursement.

Attachments:

1. Certification Statement
2. Waiver to W.S. 16-6-1001

Action Requested:

Motion to approve, and have the Chairman sign, the W.S. 16-6-101 & 16-6-1001 Certification Statement for the Chapter 32 Consensus Block Grant

Certification Statement

W.S. 16-6-101 & W.S. 16-6-1001

W.S. § 16-6-101, et seq.

PREFERENCE FOR RESIDENT CONTRACTORS

If advertisement for bids is required, the Contract shall be let to the responsible certified resident making the lowest bid, if the certified resident's bid is not more than five percent (5%) higher than that of the lowest responsible nonresident bidder. "Resident" for this purpose means as defined by W.S. § 16-6-101. A successful resident bidder shall not subcontract more than thirty percent (30%) of the work covered by his contract to nonresident contractors. A resident bidder shall submit a copy of its certificate of residency with its bid.

W.S. § 16-6-1001(2011 Senate File 144)

PREFERENCE FOR RESIDENT DESIGN FIRMS

Applicants must comply with all aspects of W.S. § 16-6-1001, if applicable, including but not limited to submitting a plan that promotes the employment of responsible Wyoming resident design firms, including professional architectural and engineering services in the planning and design phases of facilities funded with monies subject to its provisions. Plans are to be submitted to Governor Matthew H. Mead, Capitol Building, Cheyenne, Wyoming 82002 and the Joint Appropriations Interim Committee, c/o Legislative Service Office, Capitol Building, Cheyenne, Wyoming 82002.

Any funds from the Office of State Lands and Investments for capital construction projects authorized for expenditure during the fiscal biennium ending June 30, 2012, which have not been obligated by contract or designed as of January 17, 2011 must provide the signed statement below to the Office of State Lands and Investments with funding applications and prior to reimbursement of expenditures.

I certify to the best of my knowledge and belief that the Sweetwater County

(City, Town, District)

has complied with W.S. § 16-6-101 and W.S. § 16-6-1001 (2011 Senate File 144) unless otherwise noted below.

1. W.S. § 16-6-1001(a)
 - Complied with W.S. § 16-6-1001(a)
 - Requested a waiver; attach description and detailed reason
 - Exempt; attach legal opinion and detailed reason

2. W.S. § 16-6-1001 (b)
 - Plan submitted to Governor's Office (Date submitted: 1/3/12)
 - Exempt; attach legal opinion and detailed reason

3. W.S. § 16-6-101
 - Complied with W.S. § 16-6-101, et. seq
 - Exempt; attach legal opinion and detailed reason
 - Project has not been bid but will include standard contract language to comply with W.S. § 16-6-101

Date: 01/03/12

Signature
Chairman, County Commission

Title

Sweetwater County Events Complex/Sweetwater County

Certification Statement Plan for W.S. 16-6-1001 “Employment of Responsible Wyoming Resident Design Firms” Chapter 32 Consensus Block Grant Funding MRG #11253 Sw. National High School Rodeo Finals

The Sweetwater County Events Complex/Sweetwater County requests a waiver to W.S. § 16-6-1001(a) for MRG project #11253 Sw., “National High School Rodeo Finals.”

The capital improvements approved by the State Loan and Investment Board for this project requires total completion by July 9, 2012. The restrictions set forth in W.S. § 16-6-1001 for planning and design phases, including professional architectural and engineering services, would hinder the multitude of preparations required for this project due to the short timeline. Conversely, initial evaluation and acceptance of the project at the local level would not have been possible without the necessary cost estimates provided by a design firm.

In the summer of 2011 the Sweetwater County Events Complex was awarded the National High School Rodeo Finals for 2012 and 2013, and is pending approval for 2014 and 2015 as well as other rodeo related activities. This event is the largest national event to come to Sweetwater County and will bring 1,500 top athletes from across the United States, Canada, and Australia.

Sweetwater County is expected to realize an economic impact of \$6-\$7 million each year with attendance expected to reach approximately 100,000 visitations. These economic impacts are expected to resonate throughout the state.

The Sweetwater County Events Complex/Sweetwater County will directly utilize resident firms located in Sweetwater County for professional services for the design of this capital construction project. This alternative supports the employment of responsible Wyoming “resident design firms” as described in W.S. § 16-6-1001. They will also utilize the same firm that the City of Rock Springs is using for a portion of the project not funded under Chapter 32.

The “resident firm” will have a working office in Sweetwater County with the capabilities to complete a substantial percentage of the project work as evaluated by the Sweetwater County Events Complex. The work will be supervised by a professional engineer licensed in Wyoming as required by the provisions of W.S. § 33-29-114 through W.S. § 33-29-139 and a professional geologist licensed in Wyoming as required by the provisions of W.S. § 33-41-101 through W.S. § 33-41-121.



Department of Environmental Quality

To protect, conserve and enhance the quality of Wyoming's environment for the benefit of current and future generations.



Matthew H. Mead, Governor

John Corra, Director

November 21, 2011

Ms. Karen Pecheny
Sweetwater County Conservation District
79 Winston Drive, Suite 110
Rock Springs, WY 82901

RE: FY2012 Section 319 Funding Proposal

Dear Ms. Pecheny,

I am pleased to notify you that the Wyoming Nonpoint Source Task Force has recommended partial funding for Sweetwater County Conservation District's proposal entitled "Bitter Creek Sampling and Analysis for TMDL Preparation, Watershed Assessment and Water Quality Improvements." The funding recommendation was for a total of \$72,000 of Section 319 base funds. The funding recommendation includes the stipulation that the Monitoring task be fully funded and the remainder be used for Administration and Information/Education activities. Please note that the recommendation of partial funding is largely a reflection of limited funding available for the upcoming fiscal year. The Nonpoint Source Task Force felt this project had a significant amount of merit, but prioritized the monitoring activities, supported by administration needs and some information/education activities.

The next step in the process will be to initiate work on the Project Implementation Plan (PIP). The PIP essentially follows the same format as the proposal, with incorporation of any changes as a result of the proposal review by WDEQ and comments from the Task Force and EPA. I will contact you within the next one to two weeks to set up a time to discuss additional comments from the WDEQ, EPA, and the Task Force following the November 9th presentation. In particular, we will need to discuss budget revisions to accommodate the stipulation noted above. After this discussion, you will have until January 15th, 2012 to submit a draft PIP to the WDEQ. Failure to submit a draft document by that date may result in the loss of this funding opportunity. The draft is best submitted to me electronically to help expedite the review and approval process. My email address is jennifer.zygmunt@wyo.gov.

Please remember that activities associated with this project are not reimbursable until a signed cooperative agreement is in place. In addition, non-federal match cannot be accrued in support of this project until 60 days prior to the signature of the cooperative agreement. Signature of the cooperative agreement will occur after the PIP has been approved, funding from EPA has been secured, and the cooperative agreement drafted and signed by all parties. This will likely occur during the late spring/early summer of

Herschler Building · 122 West 25th Street · Cheyenne, WY 82002 · <http://deq.state.wy.us>

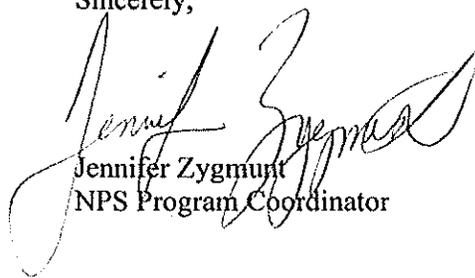
ADMIN/OUTREACH (307) 777-7758 FAX 777-7682	ABANDONEO MINES (307) 777-6145 FAX 777-6462	AIR QUALITY (307) 777-7391 FAX 777-5616	INDUSTRIAL SITING (307) 777-7369 FAX 777-6937	LAND QUALITY (307) 777-7756 FAX 777-5864	SOLID & HAZ. WASTE (307) 777-7752 FAX 777-5973	WATER QUALITY (307) 777-7781 FAX 777-5973
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2012; however, timing is ultimately dependent on when the federal budget is approved and EPA releases grant awards to the state. Finally, please realize that the national Section 319 budget is currently under review by federal accountability offices; Congressional or Presidential changes to the national Section 319 budget for federal fiscal year 2012 have the potential to change Wyoming's 2012 allocation. I will let you know if any changes at the federal level impact recommended funding amounts made by the Task Force. Should Wyoming receive fewer funds than are anticipated, all base fund projects will be reduced by the same percentage to account for any differences between expected and actual allocations. I will keep you updated if any changes occur and will work with you to modify budgets and project plans accordingly.

In summary, I will contact you in the near future to discuss comments on the project and assist with the development of the PIP. Please do not hesitate to contact me if you have any questions concerning this letter, or if you have questions at any point in this process. Once again, congratulations and the department is looking forward to working with you to make this project a success.

Sincerely,



Jennifer Zygmunt
NPS Program Coordinator

Proposed Letter of Support by the SCBCC

December 12, 2011

To whom it will Concern:

The Sweetwater County Board of County Commissioners is in support of the projects identified by the Sweetwater County Conservation District to protect and enhance the water quality and quantity, the indigenous fish and reduce sedimentation in the Bitter Creek Watershed. Currently the Board is in support of the following projects identified by the District:

Bitter Creek Drop Structure Project

The Sweetwater County Conservation District and partners are working to address not only water quality but also water quantity and the general health of the 187,000-acre Bitter Creek watershed. The Bitter Creek Drop Structure Project is being proposed to address the water quality of Bitter Creek and the Pierotto Ditch irrigation diversion. The objectives of the

Project are to reduce possible sedimentation increases due to failure of the existing irrigation diversion structure and retain the use of an irrigation diversion. The current structure is preventing an existing 20-foot head-cut from moving up stream that would bring vast amounts of sediment into the Green River watershed and destroy the historic irrigation diversion. If the head-cut is allowed to move up-stream unchecked, it could possibly affect I-80, nearby railroad tracks and bridges, two coal mine reclamation areas and possibly increase mining wastewater discharges and possibly impact county roads and bridges, and possibly cause the loss of valuable riparian habitat for agriculture and wildlife. The Wyoming Game & Fish Department is one of the partners interested in improving the Bitter Creek watershed.

Bitter Creek is one of the few remaining waterways in Wyoming containing viable populations of the native Flannelmouth Suckers, a sensitive native fish species. The existing Pierotto Ditch irrigation diversion structure has prevented non-native sucker species from traveling up stream and interbreeding with the Flannelmouths, thus protecting their unique genetics.

Bitter Creek Watershed Water Quality Monitoring

Bitter Creek is classified as a Wyoming 303 (d) impaired stream where water quality could be improved. Though it is not mandatory for the Sweetwater County Conservation District to conduct future sampling, the information gathered from continued sampling and analysis to supplement sampling conducted by the State may contribute to resolving these resource issues at the earliest possible opportunity and prevent encumbering the growth and prosperity of Sweetwater County.

Sincerely,

Board of County Commissioner Signatures



SWEETWATER COUNTY CONSERVATION DISTRICT

Mary Thoman, Chairman Tom Burris, Vice Chairman Jean Dickinson, Secretary Henry Bliss, Treasurer Bob Slagowski, Member

79 Winston Drive, Suite 110
Rock Springs, Wyoming 82901
Off. (307) 362-3062 ext. 4
Fax. (307) 362-1459

website: <http://www.swccd.us>
email: admin@swccd.us

Sweetwater County Board of County Commissioners

Chairman Wally Johnson
Commissioner Gary Bailiff
Commissioner John Kolb
Commissioner Reid West
Commissioner Donald Van Matre

Sweetwater County Courthouse
80 West Flaming Gorge Way
Green River, Wyoming 82935

December 12, 2011

RE: Letter of Support

Dear Commissioners,

We request a letter of support from the Sweetwater County Board of County Commissioners for Sweetwater County Conservation Districts' proposed projects involving the Bitter Creek watershed. The letter of support will be useful in helping us attain additional funding for the projects we have planned. The projects include: Bitter Creek Drop Structure Project and the Bitter Creek Watershed Water Quality Monitoring Project.

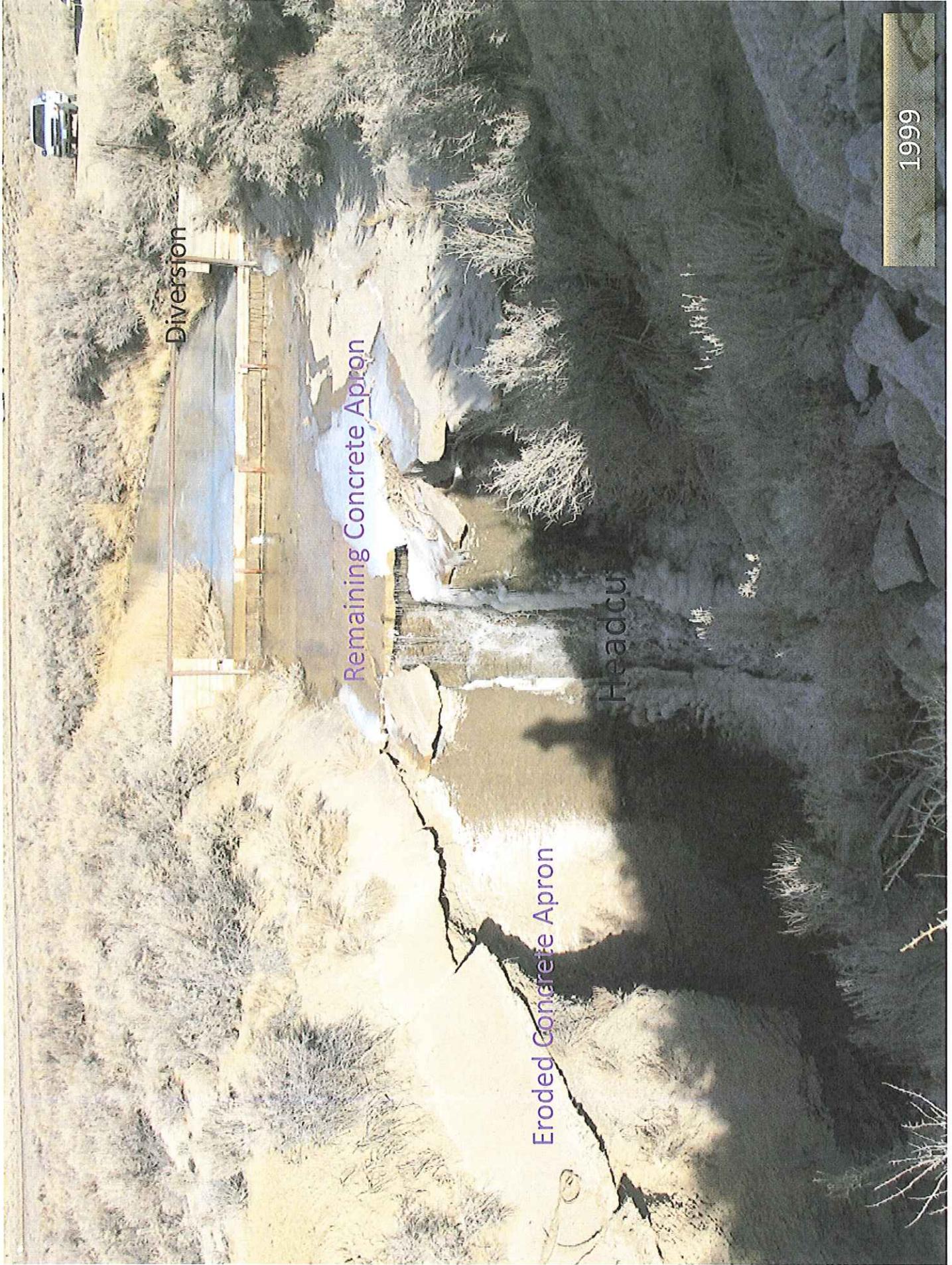
Included is a draft letter of support for the Board's use. Bitter and Killpecker Creeks have special emphasis, as they are on the [DEQ 303 \(d\)](#) list for fecal coliform bacteria and chloride exceedences to the Water Quality Rules and Regulations at Chapter 1 Wyoming Surface Water Quality Standards. A 60 member county-wide working group was formed in 2003 to develop a watershed plan including a milestone table for actions to improve water quality, and a monitoring plan that has guided water quality sampling that is being currently conducted. The Bitter Creek watershed has been identified as a top priority for the Wyoming Landscape Conservation Initiative (WLCI) for future aquatic and riparian habitat projects.

We really appreciate your support for the projects we plan to help our community.

Sincerely yours,

Mary Thoman

Mary Thoman, Chairman



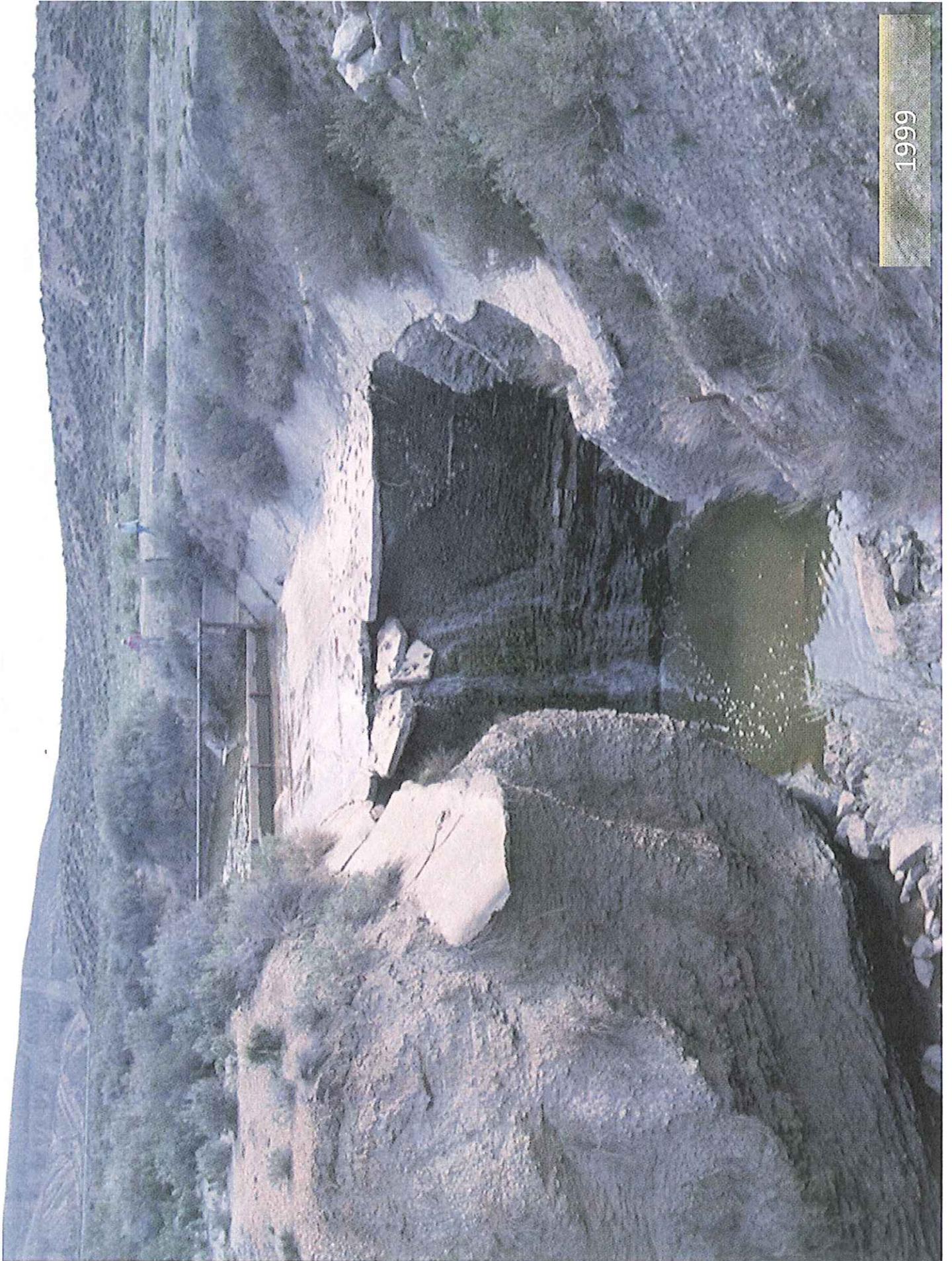
Diversion

Remaining Concrete Apron

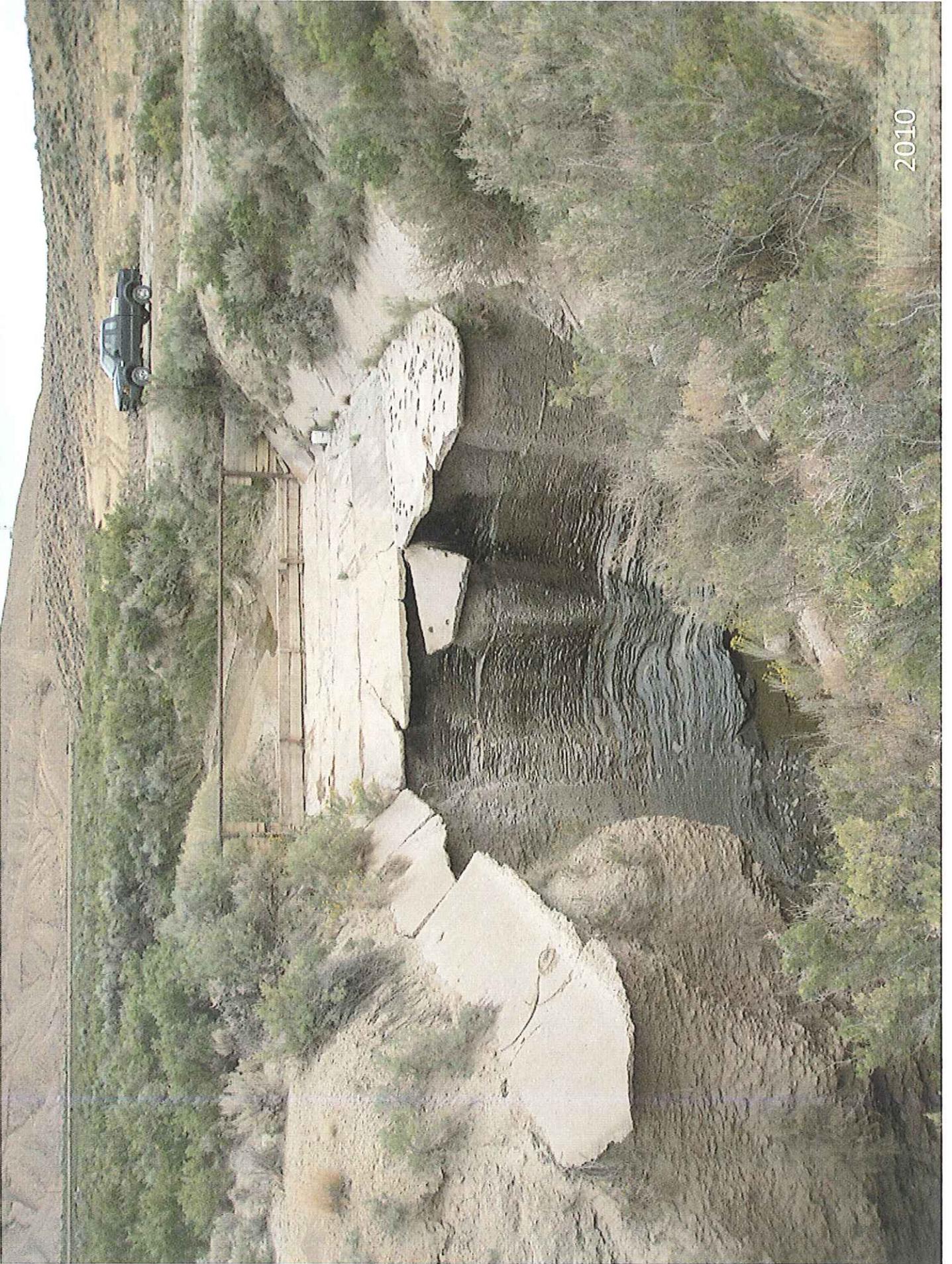
Headcut

Eroded Concrete Apron

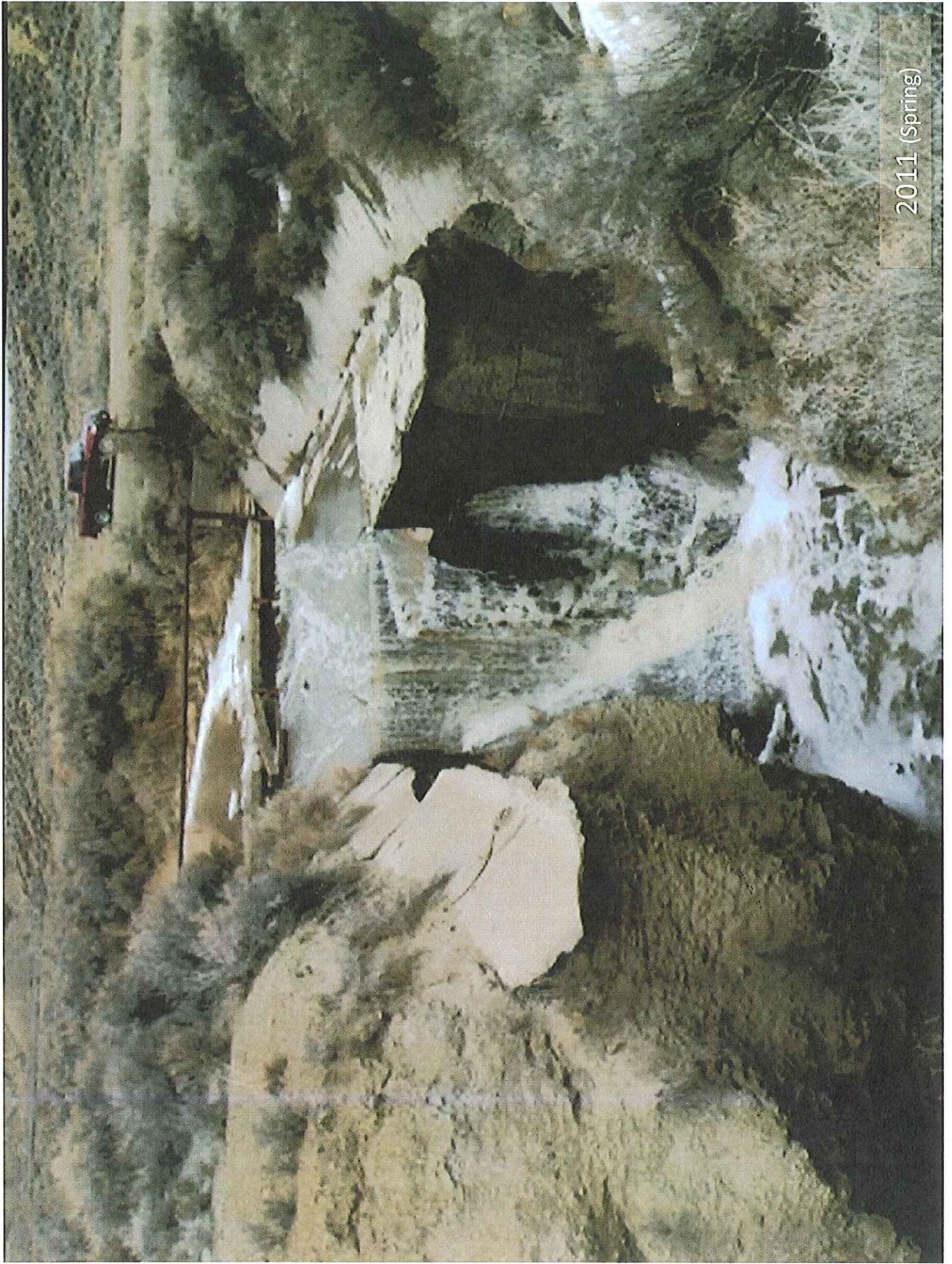
1999



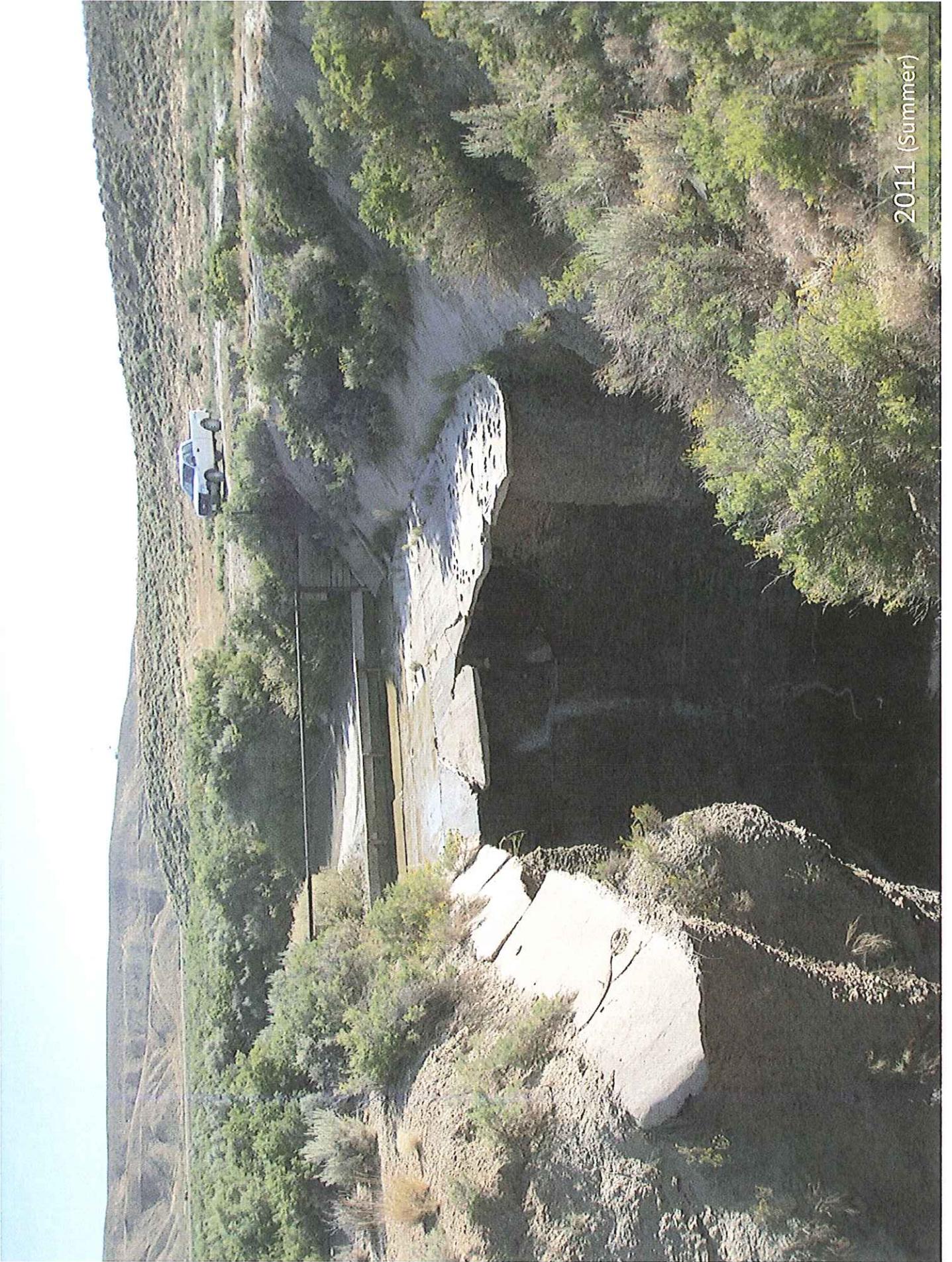
1999



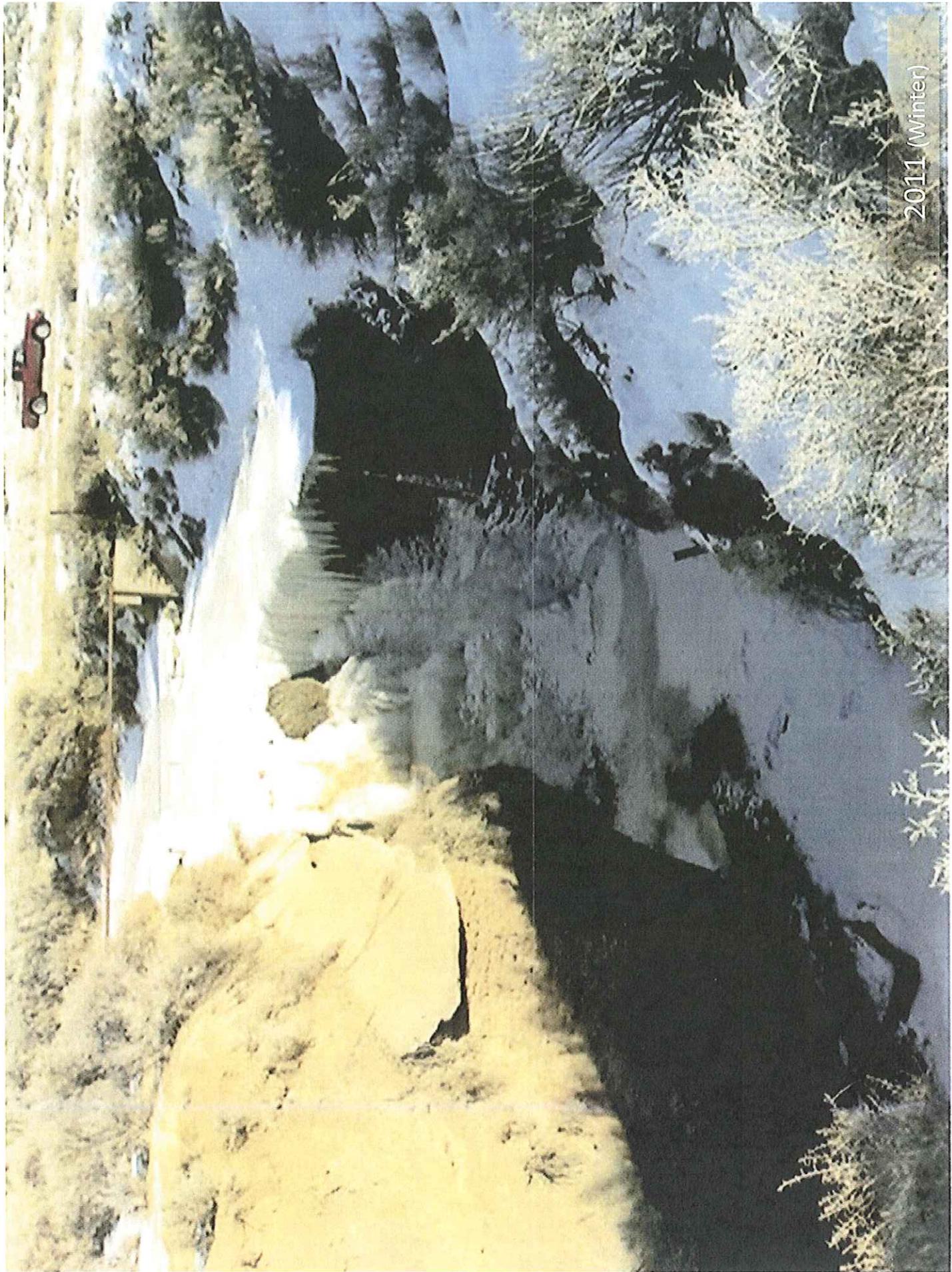
2010



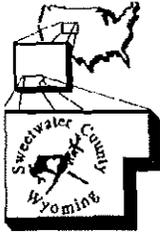
2011 (Spring)



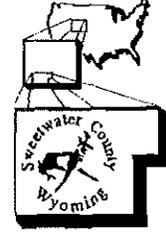
2011 (Summer)



2011 (Winter)



Sweetwater County Department of Human Resources



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

E-MAIL: swchr@sweet.wy.us

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

MEMO

From: Garry McLean 
To: Sweetwater County Board of County Commissioners
Date: December 29, 2011
RE: Request to Staff vacancies in Sheriff's Office
C: File

The Sweetwater County Human Resources Department has recently been contacted by the Sheriff's Office regarding recent vacancies in the Patrol Division and in the Detention Center.

Patrol

Deputy Zach Stublaski, one of the resident deputies assigned to Wamsutter, has resigned from the Sheriff's Office, effective December 30, 2011, as he is moving out of state. Sweetwater County has an existing agreement with the Town of Wamsutter to provide two resident deputies to live in Wamsutter. The Town of Wamsutter has paid Sweetwater County their share of the negotiated fee for the entire fiscal year. As a result, we have a contractual obligation to re-staff the position. The Sheriff's Office has a current applicant who is living in Sinclair, Wyoming interested in the deputy position. The Sheriff's candidate is an experienced officer, certified in the State of Wyoming as a Peace Officer.

Detention Center – Central Control

At the November 1, 2011 board meeting, the Sheriff had received approval to staff three (3) Control Room Worker vacancies. James Spira was hired for one of the vacancies on December 5, 2011. After working for two weeks in the position, Mr. Spira resigned from the position on December 20, due to personal reasons. The Sheriff has made offers of employment for the two other vacancies and the individuals will begin employment with the County just after the first of the year.

Recommendation

I would request that the Board approve the Sheriff's request to re-staff the vacancies.

SWEETWATER COUNTY JAIL DATA CENTER UPGRADE

STORAGE AREA NETWORK

<u>Bidders</u>	<u>Description</u>	<u>Total Cost</u>
----------------	--------------------	-------------------

V.I.C.M.	Storage Area Network Disk Drives, Software, Manage Storage Separate from Servers	\$72,045.67
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SERVERS

<u>Bidders</u>	<u>Description</u>	<u>Total Cost</u>
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V.I.C.M.	Dell Poweredge R910 Servers (2)	\$26,583.26
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DELL	Dell Poweredge R910 Servers (2)	\$29,367.74
------	---------------------------------	-------------

VMWARE LICENSING

<u>Bidders</u>	<u>Description</u>	<u>Total Cost</u>
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GOVCONNECTIONS	Enterprise Plus Licensing, Production Support Upgrade Existing Licensing	\$25,964.00
----------------	---	-------------

V.I.C.M.	Enterprise Plus Licensing, Production Support Upgrade Existing Licensing	\$26,562.30
----------	---	-------------

DELL	Enterprise Plus Licensing, Production Support Upgrade Existing Licensing	\$28,049.49
------	---	-------------

TOTAL AMOUNT AWARDED \$ 124,592.93

Bid approved ___ day of January 2012 during the Sweetwater County Commissioner's regular scheduled meeting.

By: _____ Wally Johnson _____ Gary Bailiff _____ John Kolb _____ Don VanMatre _____ Reid West

DELL**QUOTATION**

QUOTE #: 608443225

Customer #: 9076274

Contract #: WN35ACA

Customer Agreement #: WSCA B27160

Quote Date: 12/28/11

Date: 12/28/11 10:24:35
AMCustomer Name: SWEETWATER COUNTY
PURCHASING

TOTAL QUOTE AMOUNT:	\$29,367.74		
Product Subtotal:	\$29,367.74		
Tax:	\$0.00		
Shipping & Handling:	\$0.00		
Shipping Method:	Ground	Total Number of System Groups:	1

GROUP: 1	QUANTITY: 2	SYSTEM PRICE: \$14,683.87	GROUP TOTAL: \$29,367.74
Base Unit:	R910 Chassis for up to Four 2.5-Inch Hard Drives (225-1157)		
Processor:	PowerEdge R910 Shipping (330-6746)		
Memory:	128GB,(16x8GB),1066Mhz,Quad Ranked,LVRDIMMs for 2 Procs Perf Optimized (317-8490)		
Memory:	DIMM Blank for PE R910, 16x (330-6782)		
Memory:	Memory Riser for PE R910 and Intel 7510, Qty 4 (331-2766)		
Monitor:	Dual Two-Port Embedded Broadcom NetXtreme II 5709 Gigabit Ethernet Controllers (330-7444)		
Video Card:	2x Intel Xeon E7-4850 2.00GHz, 24M cache, 6.4 GT/s QPI, Turbo, HT, 10C, 1066MHz Max Mem (317-7082)		
Video Memory:	No 3rd/4th Processor (317-3293)		
Video Memory:	PowerEdge R910 Heatsinks for 2 Processors (330-6756)		
Hard Drive:	HD Multi-Select (341-4158)		
Hard Drive Controller:	PERC H700 Integrated RAID Controller, 512MB Cache (342-0371)		
Floppy Disk Drive:	Performance BIOS Setting (330-3492)		
Floppy Disk Drive:	Power Cord, NEMA 5-15P to C13, 15 amp, wall plug, 10 feet / 3 meter (310-8509) - Quantity 4		
Operating System:	No Operating System (420-6320)		
Mouse:	600GB 10K RPM SA SCSI 6Gbps 2.5in Hotplug Hard Drive (342-0847) - Quantity 2		
Mouse:	Intel Gigabit ET NIC, Quad Port, Copper, PCIe-4 (430-0657) - Quantity 3		
Modem:	iDRAC6 Enterprise (467-8648)		
CD-ROM or DVD-ROM Drive:	DVD ROM, SATA, INTERNAL (313-9126)		
Sound Card:	PowerEdge R910 Bezel (313-9186)		
Documentation Diskette:	Electronic System Documentation and OpenManage DVD Kit (330-9416)		
Feature	RAID 1 for PERC H200 or PERC H700 Controllers (Non-Mixed Drives) (342-0390)		
Feature	ReadyRails Sliding Rails With Cable Management Arm (331-0801)		
Service:	Pro Support : Next Business Day Onsite Service After Problem Diagnosis, 4 Year Extended (908-6594)		
Service:	ProSupport : 7x24 HW / SW Tech Support and Assistance , 5 Year (908-6634)		
Service:	Dell Hardware Limited Warranty Plus On Site Service Initial Year (909-3537)		
Service:	Dell Hardware Limited Warranty Plus On Site Service Extended Year (909-3558)		

Service:	Pro Support : Next Business Day Onsite Service After Problem Diagnosis, Initial Year (927-0080)
Service:	Thank you choosing Dell ProSupport. For tech support, visit http://support.dell.com/ProSupport or call 1-800-9 (989-3439)
Installation:	On-Site Installation Declined (900-9997)
Support:	Proactive Maintenance Service Declined (926-2979)
Misc:	High Output Power Supply (1100W), Redundant Full-power configuration (2+2) (330-7498)

SALES REP:	KRIS HOOKER	PHONE:	1-800-274-7799
Email Address:	Kris_Hooker@Dell.com	Phone Ext:	7285734

Please review this quote carefully. If complete and accurate, you may place your order online at www.dell.com/qto (use quote number above). POs and payments should be made to *Dell Marketing L.P.*

If you do not have a separate agreement with Dell that applies to your order, please refer to www.dell.com/terms as follows:

If purchasing for your internal use, your order will be subject to *Dell's Terms and Conditions of Sale-Direct* including Dell's U.S. Return Policy, at www.dell.com/returnpolicy#total. If purchasing for resale, your order will be subject to *Dell's Terms and Condition of Sale for Persons or Entities Purchasing to Resell*, and other terms of Dell's PartnerDirect program at www.dell.com/partner. If your order includes services, visit www.dell.com/servicecontracts for service descriptions and terms.

Quote information is valid for U.S. customers and U.S. addresses only, and is subject to change. Sales tax on products shipped is based on "Ship To" address, and for downloads is based on "Bill To" address. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, with seller listed as *Dell Marketing L.P.*, to Dell's Tax Department at 800-433-9023. Please include your Customer Number.

For certain products shipped to end-users in California, a State Environmental Fee will be applied. For Asset Recovery/Recycling Services, visit www.dell.com/assetrecovery.



VLCM
 3520 South 300 West
 Salt Lake City, Utah 84115
 United States
<http://www.slcvl.com>

Quotation
Date
 Dec 13, 2011 1:54 PM MST
Doc #
 143803 - rev 1 of 1
Description
 Dell Servers
SalesRep
 Helt, Grant
 (P) 801-262-9277 ext. 2028
 (F) 801-262-4752
Customer Contact
 Knight, Tim

Customer
 Sweetwater County (SC2125)
 80 West Flaming Gorge, Suite 118
 Attn: Tim Knight
 Green River, Wyoming 82935

Bill To
 Sweetwater County
 Knight, Tim
 80 West Flaming Gorge, Suite 118
 Attn: Tim Knight
 Green River, Wyoming 82935

Ship To
 Sweetwater County
 Knight, Tim
 80 West Flaming Gorge, Suite 118
 Attn: Tim Knight
 Green River, Wyoming 82935

Customer PO: None	Terms: Unknown	Ship Via: UPS Ground
Special Instructions: None		Carrier Account #: None

Qty	Description	Part #	Unit Price	Total
1	Dell Poweredge Servers Dell Poweredge R910 Configured as listed below: Base Unit: R910 Chassis for up to Four 2.5-Inch Hard Drives (225-1157) Processor: PowerEdge R910 Shipping (330-6746) Memory: 128GB,(16x8GB),1066Mhz,Quad Ranked,LVRDIMMs for 2 Procs Perf Optimized (317-8490) Memory: DIMM Blank for PE R910, 16x (330-6782) Memory: Memory Riser for PE R910 and Intel 7510, Qty 4 (331-2766) Monitor: Dual Two-Port Embedded Broadcom NetXtreme II 5709 Gigabit Ethernet Controllers (330-7444) Video Card: 2x Intel Xeon E7-4850 2.00GHz, 24M cache, 6.4 GT/s QPI, Turbo, HT, 10C, 1066MHz Max Mem (317-7082) Video Memory: No 3rd/4th Processor (317-3293) Video Memory:PowerEdge R910 Heatsinks for 2 Processors (330-6756) Hard Drive: HD Multi-Select (341-4158) Hard Drive Controller: PERC H700 Integrated RAID Controller, 512MB Cache (342-0371) Floppy Disk Drive: Performance BIOS Setting (330-3492) Floppy Disk Drive: Power Cord, NEMA 5-15P to C13, 15 amp, wall plug, 10 feet / 3 meter (310-8509) - Quantity 4 Operating System: No Operating System (420-6320) Mouse: 600GB 10K RPM SA SCSI 6Gbps 2.5in Hotplug Hard Drive (342-0847) - Quantity 2 Mouse: Intel Gigabit ET NIC,Quad Port, Copper, PCIe-4 (430-0657) - Quantity 3 Modem: iDRAC6 Enterprise (467-8648) CD-ROM or DVD-ROM Drive: DVD ROM, SATA, INTERNAL (313-9126) Sound Card: PowerEdge R910 Bezel (313-9186) Documentation Diskette: Electronic System Documentation and OpenManage DVD Kit (330-9416) Feature: RAID 1 for PERC H200 or PERC H700 Controllers (Non-Mixed Drives) (342-0390) Feature: ReadyRails Sliding Rails With Cable Management Arm (331-08010) Pro Support : Next Business Day Onsite Service After Problem Diagnosis, 4 Year Extended (908-6594) ProSupport : 7x24 HW / SW Tech Support and Assistance , 5 Year (908-6634) Service: Dell Hardware Limited Warranty Plus On Site Service Initial Year (909-3537) Service: Dell Hardware Limited Warranty Plus On Site Service Extended Year (909-3558) Pro Support : Next Business Day Onsite Service After Problem Diagnosis, Initial Year (927-0080) Misc: High Output Power Supply (1100W), Redundant Full-power configuration (2+2) (330-7498)	607077410	\$13,216.63	\$26,433.26
	Subtotal			\$26,433.26

Freight				
2	Shipping and Handling	S&H	\$150.00	\$150.00
	Subtotal			\$150.00

Subtotal: \$26,583.26
 Tax (0.000%): \$0.00
 Shipping: \$0.00
Total: \$26,583.26

Lease Options	
Why Lease? Tax Benefits, Better Cash Flow, Better ROI	\$837.37 / mo. for 36 mos.

Please note that memory pricing is good for time of quotation and may change at any time.



VLCM
 3520 South 300 West
 Salt Lake City, Utah 84115
 United States
<http://www.slcval.com>

Quotation
Date
 Dec 12, 2011 3:50 PM MST
Doc #
 143757 - rev 1 of 1
Description
 Compellent Revision
SalesRep
 Helt, Grant
 (P) 801-262-9277 ext. 2028
 (F) 801-262-4752
Customer Contact
 Knight, Tim

Customer
 Sweetwater County (SC2125)
 80 West Flaming Gorge, Suite 118
 Attn: Tim Knight
 Green River, Wyoming 82935

Bill To
 Sweetwater County
 Knight, Tim
 80 West Flaming Gorge, Suite 118
 Attn: Tim Knight
 Green River, Wyoming 82935

Ship To
 Sweetwater County
 Knight, Tim
 80 West Flaming Gorge, Suite 118
 Attn: Tim Knight
 Green River, Wyoming 82935

Customer PO: None	Terms: Unknown	Ship Via: UPS Ground
Special Instructions: None		Carrier Account #: None

Item Description	Part #	Qty	Unit Price	Total
QuickStart Bundle				
1 Dell Compellent SC040, 3.5 in. 6Gb SAS QuickStart Includes the Items Below: Dell Compellent Enclosure, SAS 6Gb, 3.5, 12-bay IO, SAS, 6Gb, 4 Wide-Port, PCI-E QuickStart Software Bundle	4Q6S35	1	\$6,600.00	\$6,600.00
2 Dell Compellent SC040, 6Gb SAS Dual Controller Upgrade Includes the Items Below: IO, SAS, 6Gb, 4 Wide-Port, PCI-E Dynamic Controllers Base License	4U6GS	1	\$3,300.00	\$3,300.00
			Subtotal	\$9,900.00
Hardware and Drives				
3 600GB SAS 6Gb, 15K, 3.5 HDD	600A535	12	\$950.82	\$11,409.84
4 C13 to C14, PDU Style, 12 AMP, 2 Ft., for Redundant PSUs	212A2F	8	\$24.71	\$197.68
5 Dell Compellent Enclosure, SAS 6Gb, 3.5, 12-bay ADD	6GSE35	1	\$3,077.65	\$3,077.65
6 2TB NL SAS 6Gb, 7.2K, 3.5 HDD	2TA35	12	\$854.12	\$10,249.44
7 IO, iSCSI, 1Gb, 2 Port, PCI-E	11X2SE	4	\$1,137.18	\$4,548.72
			Subtotal	\$29,483.33
Software				
8 Data Progression Expansion License	DAPRLIC	1	\$1,863.53	\$1,863.53
9 Dynamic Controllers Expansion License	DCNTLIC	1	\$0.00	\$0.00
10 FastTrack Expansion License	FASTLIC	1	\$931.76	\$931.76
11 Storage Center Core Expansion License	IRDCSCE	1	\$1,500.00	\$1,500.00
12 Data Progression Base License	SCDABL	1	\$4,658.82	\$4,658.82
13 FastTrack Base License	SCFAL	1	\$1,941.18	\$1,941.18
14 SW, Data Instant Replay Expansion License	SW-DIRP-EXP	1	\$931.76	\$931.76
15 SW, Dynamic Capacity Expansion License	SW-DYNC-EXP	1	\$931.76	\$931.76
16 Virtual Ports Base License	SCVIBL	1	\$0.00	\$0.00
17 Virtual Ports Expansion License	VRIPLIC	1	\$0.00	\$0.00
			Subtotal	\$12,758.81
Support				
18 Compellent Software Support	CML-SWMTC	1	\$9,970.29	\$9,970.29
19 Compellent Hardware Support	CML-HWMTC	1	\$5,708.24	\$5,708.24
			Subtotal	\$15,678.53
Installation				
20 Installation, Configuration, and Training	INSTALL	1	\$3,575.00	\$3,575.00
			Subtotal	\$3,575.00
Freight				
21 Shipping and Handling	S&H	1	\$650.00	\$650.00
			Subtotal	\$650.00
			Subtotal:	\$72,045.67
			Tax (0.000%):	\$0.00
			Shipping:	\$0.00
			Total:	\$72,045.67

Lease Options
 Why Lease? Tax Benefits, Better Cash Flow, Better ROI | \$2,211.80 / mo. for 36 mos.



7503 Standish Place
Rockville, MD 20855

QUOTATION

Quote # 23044571.08

PLEASE REFER TO THE ABOVE
QUOTE NUMBER WHEN ORDERING

Date: December 16, 2011
Valid through: December 23, 2011
Account #: 2469371

Account Executive: Shaun McFadden
Phone: (800) 800-0019 ext. 33178
Fax: (603) 683-0732
Email: smcfadden@govconnection.com

QUOTE PROVIDED TO:

AB#: 2469371
SWEETWATER COUNTY V
PURCHASING DEPT
50140A US HWY 191 SOUTH
ROCK SPRINGS, WY 82901

SHIP TO:

AB#: 11190441
SWEETWATER COUNTY
50140A HIGHWAY 191 SOUTH
ROCK SPRINGS, WY 82901

DELIVERY		FOB		TERMS NET 30		CONTRACT ID #	
* Line #	Qty	Item #	Manuf. Part #	Description	Price	Ext	
1	4	13180784	VS5-ENT-PL-C	Corp. vSphere 5 Enterprise Plus for 1 processor (with 96 GB vRAM entitlement per processor) VMware - Licensing	\$2,645.00	\$10,580.00	
2	4	13180733	VS5-ENT-PL-P-SS S-C	Corp. Production Support / Subscription for VMware vSphere 5 Enterprise Plus for 1 processor for 1 yr VMware - Licensing	\$821.00	\$3,284.00	
3	1	13191281	VCS5-FND-STD-UG -C	Cust. vCenter Server 5.0 Standard Upgrade from vCenter Server 5.0 Foundation VMware - Licensing	\$2,915.00	\$2,915.00	
4	1	13279485	VCS5-STD-P-SSS- C	Corp. Renewal Production SnS for vCenter Server 5.0 Standard 1-year VMware - Licensing	\$1,175.00	\$1,175.00	
5	6	13180696	VS5-ENT-EPL-UG- C	Corp. vSphere 5 Enterprise Upgrade to vSphere 5 Enterprise Plus for 1 Processor VMware - Licensing	\$514.00	\$3,084.00	

GovConnection™

IT Solutions for Government and Education

7503 Standish Place
Rockville, MD 20855

QUOTATION

Quote # 23044571.08

PLEASE REFER TO THE ABOVE
QUOTE NUMBER WHEN ORDERING

Date: December 16, 2011
Valid through: December 23, 2011
Account #: 2469371

Account Executive: Shaun McFadden
Phone: (800) 800-0019 ext. 33178
Fax: (603) 683-0732
Email: smcfadden@govconnection.com

QUOTE PROVIDED TO:

AB#: 2469371
SWEETWATER COUNTY V
PURCHASING DEPT
50140A US HWY 191 SOUTH
ROCK SPRINGS, WY 82901

SHIP TO:

AB#: 11190441
SWEETWATER COUNTY
50140A HIGHWAY 191 SOUTH
ROCK SPRINGS, WY 82901

DELIVERY			FOB		TERMS NET 30		CONTRACT ID #	
* Line #	Qty	Item #	Manuf. Part #	Description		Price	Ext	
6	6	13180733	VS5-ENT-PL-P-SS S-C	Corp. Production Support / Subscription for VMware vSphere 5 Enterprise Plus for 1 processor for 1 yr VMware - Licensing		\$821.00	\$4,926.00	
Lines: 6						Total Merchandise	\$25,964.00	
						Fee		
						Ship Via: UPS Ground Commercial	. pounds	
						Shipping and Handling	\$0.00	
						Tax		
						TOTAL	\$25,964.00	
						* Lease for as low as:		



VLCM
 3520 South 300 West
 Salt Lake City, Utah 84115
 United States
<http://www.slcval.com>

Quotation

Date
 Dec 28, 2011 9:16 AM MST
Doc #
 144417 - rev 1 of 1
Description
 vCenter Upgrade w/ Ent. Plus Revision for January
SalesRep
 Helt, Grant
 (P) 801-262-9277 ext. 2028
 (F) 801-262-4752
Customer Contact
 Knight, Tim

Customer
 Sweetwater County (SC2125)
 80 West Flaming Gorge, Suite 118
 Attn: Tim Knight
 Green River, Wyoming 82935

Bill To
 Sweetwater County
 Knight, Tim
 80 West Flaming Gorge, Suite 118
 Attn: Tim Knight
 Green River, Wyoming 82935

Ship To
 Sweetwater County
 Knight, Tim
 80 West Flaming Gorge, Suite 118
 Attn: Tim Knight
 Green River, Wyoming 82935

Customer PO: None	Terms: Unknown	Ship Via: UPS Ground
Special Instructions: None	Carrier Account #: None	

Quantity	Description	Part #	Unit Price	Total Price
Upgrade vCenter Foundation to Standard				
1	VMware vCenter Server Standard (v. 5) - product upgrade license - 1 instance - upgrade from Foundation	VCS5-FND-STD-UG-C	\$2,893.33	\$2,893.33
2	VMware Support and Subscription Production Technical support - emergency phone consulting - 1 year - 24x7 - 30 min - for VMware vCenter Server Standard for vSphere (v. 5)	VCS5-STD-P-SSS-C	\$1,215.47	\$1,215.47
			Subtotal	\$4,108.80
Upgrade Existing Licenses to Enterprise Plus				
3	VMware vSphere Enterprise Plus (v. 5.0) - product upgrade license - 1 processor - upgrade from VMware vSphere Enterprise	VSS-ENT-EPL-UG-C	\$605.00	\$3,630.00
4	VMware Support and Subscription Production Technical support - emergency phone consulting - 1 year - 24x7 - 30 min - for VMware vSphere Enterprise Plus Edition (v. 5) - 1 processor	VSS-ENT-PL-P-SSS-C	\$856.35	\$5,138.10
			Subtotal	\$8,768.10
VS5 Enterprise Plus Licenses				
5	VMware vSphere Enterprise Plus (v. 5) - license - 1 processor	VSS-ENT-PL-C	\$2,565.00	\$10,260.00
6	VMware Support and Subscription Production Technical support - emergency phone consulting - 1 year - 24x7 - 30 min - for VMware vSphere Enterprise Plus Edition (v. 5) - 1 processor	VSS-ENT-PL-P-SSS-C	\$856.35	\$3,425.40
			Subtotal	\$13,685.40
			Subtotal:	\$26,562.30
			Tax (0.000%):	\$0.00
			Shipping:	\$0.00
			Total:	\$26,562.30

Lease Options
 Why Lease? Tax Benefits, Better Cash Flow, Better ROI | \$836.71 / mo. for 36 mos.

Please note that memory pricing is good for time of quotation and may change at any time.

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

January 3, 2012

**Land Use
Agenda and Staff Report**

Prepared by:

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

Board of County Commissioners Agenda

County Commissioner's Meeting Room
January 3, 2012 - 1:30 pm
80 West Flaming Gorge Way
Green River, Wyoming

PUBLIC HEARINGS:

1. Heather Jones
Home Occupation Permit - In Home Child Care
2. Joseph Flaim
Conditional Use Permit - Impound/Salvage Yard
3. Cannon Oil & Gas Well Service, Inc.
Conditional Use Permit - Temporary Construction/Storage Yard
4. Shirley DeLambert
Conditional Use Permit - Storage of Oilfield Equipment
5. Language Amendment - Zoning Resolution
Agriculture District Regulations
6. Language Amendment - Zoning Resolution
Sections 3 and 4
7. Language Amendment - Subdivision Regulations (No Resolution)
Simple Land Division, Boundary Line Adjustment, Record of Survey

PUBLIC HEARING ITEM 1

**HEATHER JONES
(APPLICANT)**

**HOME OCCUPATION TYPE III
(HOME DAYCARE)**

**BOARD OF COUNTY COMMISSIONERS MEETING
JANUARY 3, 2012**

Prepared by:

Sweetwater County Land Use
80 West Flaming Gorge Way, Suite 23
Green River, Wyoming 82935
307-872-3914

**STAFF REPORT
HEATHER JONES – HOME OCCUPATION TYPE III
HOME DAY CARE**

APPLICANT:

Heather Jones
45 Purple Sage Rd, Space 136
Rock Springs, WY 82901

OWNER:

Asentia Western Hills
1700 Swanson Drive
Rock Springs, WY 82901

PID: 04-1806-12-4-00-016.00

APPLICATION: PZ-11-025

APPLICATION SUMMARY (EXHIBIT A - APPLICATION):

The applicant is requesting a Type III Home Occupation Permit for the purpose of operating a Home Day Care. This home day care is a new proposal.

The total square footage of the home is 1680 square feet in size. Seventy-five percent of the home will be used for the home occupation. Hours of operation will be from 6am to 6pm daily, Monday through Friday. The applicant is requesting a home occupation for a period of 2 years.

ZONING CLASSIFICATION (EXHIBIT B - ZONING MAP):

The present zoning of the property is MH (Mobile Home).

LEGAL DESCRIPTION (EXHIBIT C - VICINITY MAP):

The description of the subject property is described as the Western Hills Mobile Home Park, Space 136, Sweetwater County, Wyoming.

PUBLIC NOTICE:

Adjacent Property Owner Notice Sent:	November 14, 2011
Public Hearing Notice Advertised:	November 14, 2011
Sign Posted on Property:	November 15, 2011

PUBLIC COMMENTS:

At this time no written comments have been received.

AGENCY COMMENTS:

WYDOT: No issues with WYDOT

WEST SIDE WATER & SEWER: West Side Water & Sewer has no objection to the requested permit. Asentia Real Estate Investment owns the property, as this is a rental property.

SWC CODE ENFORCEMENT SPECIALIST: Requires a “Wyoming Child Care” inspection.

QUESTAR GAS: We do not have concerns with this use.

SWEETWATER COUNTY ENGINEER: No objections.

PLANNING AND ZONING COMMISSION AND BOARD OF COUNTY COMMISSIONERS CONSIDERATIONS IN REGARDS TO A HOME OCCUPATION TYPE III:

Zoning Resolution Section 10.A. regarding Home Occupation Permits

Intent: In order to provide peace, quiet, and domestic tranquility and to preserve property values within residential neighborhoods and in order to provide for orderly growth and development within the unincorporated areas of Sweetwater County, and in order to guarantee all residents freedom from excessive noise, excessive odor, excessive traffic, nuisance, fire hazard, and other possible effects of commercial or business uses being conducted in residential areas, the following regulations shall apply to the establishment and the operation of the home occupation.

Zoning Resolution Section 10.C.3 regarding Home Occupation Type III permits.

Home Occupation Type III Permits may be issued only after a public hearing. For permits to be issued for home occupations that do not meet all of the Typical Conditions for Option II, an application to the Planning and Zoning Commission and the Sweetwater County Board of Commissioners must be submitted. In its discretion, the Sweetwater County Board of Commissioners can issue permits provided:

- a. All reasonable objections of the neighborhood must be resolved prior to issuing the permit.
- b. No home occupation will be allowed which materially changes the character of the neighborhood.

STAFF COMMENTS:

Staff recommends the following conditions apply to this request:

1. The Home Occupation Permit Type III is approved for a two (2) year period.
2. The permit is to run concurrent with the state permit from the Wyoming Department of Family Services.
3. The applicant shall abide by all Federal, State and Local regulations.

RECOMMENDATION 11-12-ZO-04
HEATHER LEIGH JONES - HOME OCCUPATION PERMIT TYPE III
IN-HOME CHILD CARE

WHEREAS, Heather Leigh Jones has requested a Home Occupation Permit Type III, in accordance with Section 10.3 of the Sweetwater County Zoning Resolution, to operate an in-home child care business on a parcel legally described as:

Western Hills Mobile Home Park, Space 136, Sweetwater County, Wyoming.

WHEREAS, the Sweetwater County Planning and Zoning Commission held a public hearing in accordance with the procedural requirements of the County's Zoning Resolution on December 14, 2011 to consider the applicant's request; and,

WHEREAS, after due consideration and discussion, the Planning and Zoning Commission voted 5-0 on a motion to recommend approval of the request with the following conditions:

1. The Home Occupation Permit Type III is approved for a two (2) year period.
2. The permit is to run concurrent with the state permit from the Wyoming Department of Family Services.
3. The applicant shall abide by all Federal, State and Local regulations.

NOW THEREFORE, the Planning and Zoning Commission hereby recommends that this application be APPROVED as conditioned.

Dated this 14th day of December, 2011.

Attest:

Sweetwater County
Planning & Zoning Commission

Steven Dale Davis, County Clerk

Dan Scheer, Chairman

RESOLUTION 12-01-ZO-01
HEATHER LEIGH JONES - HOME OCCUPATION PERMIT TYPE III
IN-HOME CHILD CARE

WHEREAS, Heather Leigh Jones has requested a Home Occupation Permit Type III, in accordance with Section 10.3 of the Sweetwater County Zoning Resolution, to operate an in-home child care business on a parcel legally described as:

Western Hills Mobile Home Park, Space 136, Sweetwater County, Wyoming.

WHEREAS, the Sweetwater County Board of County Commissioners held a public hearing in regards to this matter on January 3, 2012 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 applicant's request be APPROVED.

Dated this 3rd day of January, 2012.

Sweetwater County
Board of County Commissioners

Wally J. Johnson, Chairman

Gary Bailiff, Member

John K. Kolb, Member

Don Van Matre, Member

Attest:

Steven Dale Davis, County Clerk

Reid O. West, Member

RESOLUTION 12-01-ZO-01
HEATHER LEIGH JONES - HOME OCCUPATION PERMIT TYPE III
IN-HOME CHILD CARE

WHEREAS, Heather Leigh Jones has requested a Home Occupation Permit Type III, in accordance with Section 10.3 of the Sweetwater County Zoning Resolution, to operate an in-home child care business on a parcel legally described as:

Western Hills Mobile Home Park, Space 136, Sweetwater County, Wyoming.

WHEREAS, the Sweetwater County Board of County Commissioners held a public hearing in regards to this matter on January 3, 2012 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 applicant's request be APPROVED with the following conditions:

1. The Home Occupation Permit Type III is approved for a two (2) year period.
2. The permit is to run concurrent with the state permit from the Wyoming Department of Family Services.
3. The applicant shall abide by all Federal, State and Local regulations.

Dated this 3rd day of January, 2012.

Sweetwater County
Board of County Commissioners

Wally J. Johnson, Chairman

Gary Bailiff, Member

John K. Kolb, Member

Don Van Matre, Member

Attest:

Steven Dale Davis, County Clerk

Reid O. West, Member

RESOLUTION 12-01-ZO-01
HEATHER LEIGH JONES - HOME OCCUPATION PERMIT TYPE III
IN-HOME CHILD CARE

WHEREAS, Heather Leigh Jones has requested a Home Occupation Permit Type III, in accordance with Section 10.3 of the Sweetwater County Zoning Resolution, to operate an in-home child care business on a parcel legally described as:

Western Hills Mobile Home Park, Space 136, Sweetwater County, Wyoming.

WHEREAS, the Sweetwater County Board of County Commissioners held a public hearing in regards to this matter on January 3, 2012 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 applicant's request be DENIED.

Dated this 3rd day of January, 2012.

Sweetwater County
Board of County Commissioners

Wally J. Johnson, Chairman

Gary Bailiff, Member

John K. Kolb, Member

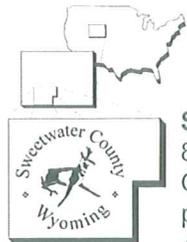
Don Van Matre, Member

Attest:

Steven Dale Davis, County Clerk

Reid O. West, Member

Sweetwater County, Wyoming Home Occupation Permit Application



Sweetwater County Community Development
 80 West Flaming Gorge Way, Suite 23
 Green River, WY 82935
 p: (307) 872-3914 / 922-5430 f: 872-3991
Application Fee: \$75.00

Date of Submittal: 31 Oct 11
 Permit Number: PE 11.025
 Present Zoning: MH
 Percent of Dwelling Used for HOP: _____
 Type: I II III

Applicant Name, Address & Phone Number: Heather Leigh Jones 45 Purple Sage Rd. #136 Rock Springs, WY 82901 307-871-7382	Land Owner of Record's Name, Address & Phone Number: Asentia Western Hills 1700 Swanson Drive Rock Springs, WY 82901
Legal Description of Property: Western Hills PID: 04-1806 - 12 - 4 - 00 - 016 - 00	Present Zoning/Use of Property: Residential
Description of Business: Family Child Care Home	
Name of Business: <u>Little Monkeys Day Care</u>	

RECEIVED

OCT 31 2011

SWEETWATER COUNTY
COMMUNITY DEVELOPMENT

I, the Undersigned, agree to develop my proposed Home Occupation described above according to the ATTACHED SITE PLAN and the FOLLOWING CONDITIONS:

A) Area Occupied by Home Occupation:

Total square feet of first floor dwelling unit: 11680² feet
 Total square feet of dwelling unit including basement: NO basement
 Total square feet of garage: NO garage Check one: Attached Detached
 Total square feet used for home occupation: 1290
 Describe area of dwelling unit to be used for Home Occupation (e.g., garage, basement, etc): Main residence

B) Additions to Home and New Structures: NONE

C) Hours of Operation: 10am - 6pm **Days of Operation:** M-F

D) Retailing (describe): NONE

E) Number of Employees for Home Occupation:

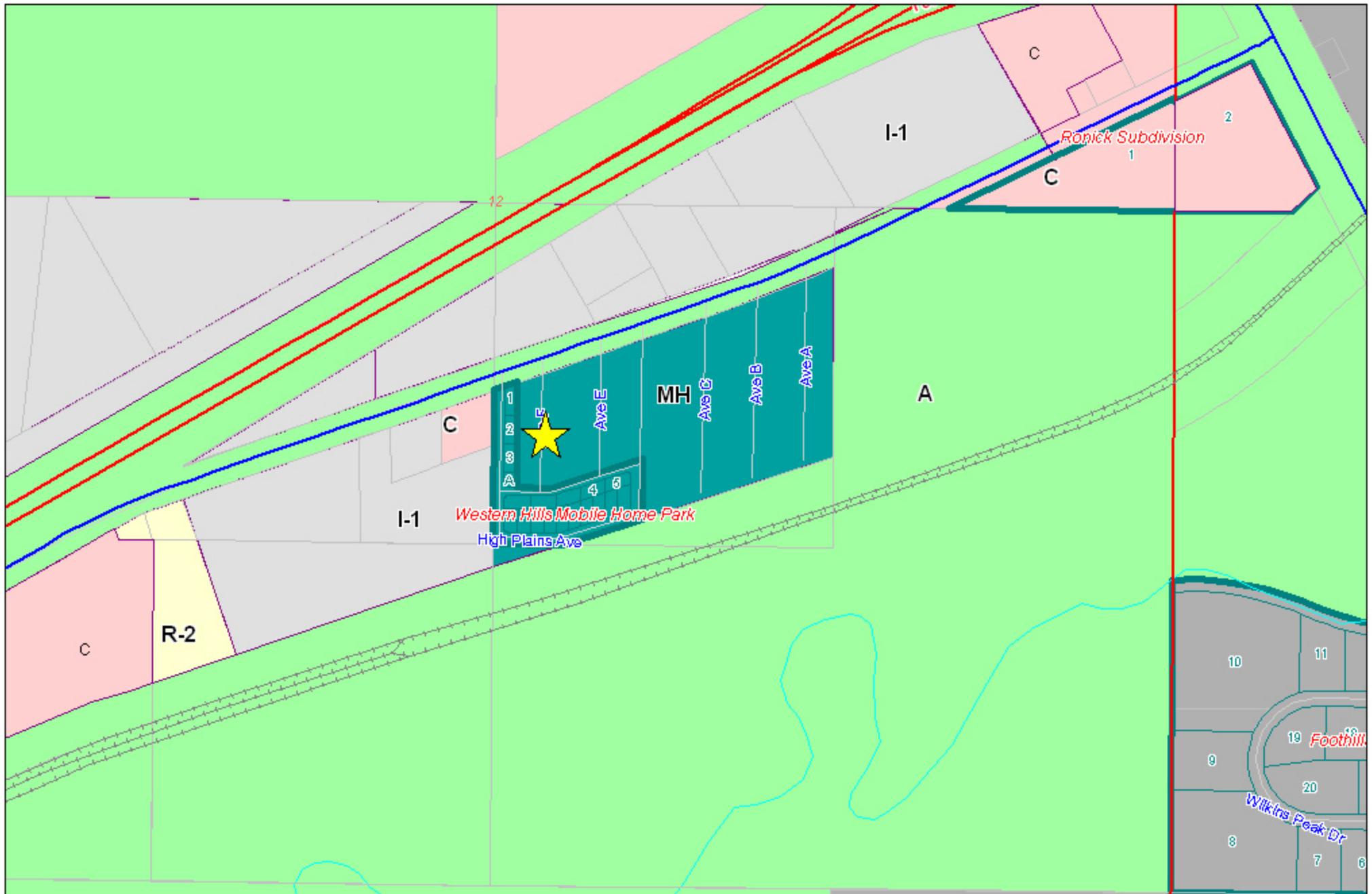
Family:
 Number of Full-time: 0
 Number of Part-time: 0

Non-Family:
 Number of Full-time: 0
 Number of Part-time: 0

- F) Signage: ∅
- G) Number of Parking Spaces: two
- H) Number and Size of Loading Area(s): ∅
- I) Name of Water and Sewer District or Permit Numbers for Private Systems: _____
Rock Springs Water Dept / West side water & Sewer
- J) Describe Outside Work: Playing with children in yard
- K) Describe Outside Storage: ∅
- L) Hazardous Materials: ∅
- M) Noise, Lights, Odors, etc., Associated with Home Occupation: Children
- N) Requested Duration of Home Occupation Permit: two years
- O) Type and Number of Vehicles Associated with Home Occupation: Eagle Vision 1993 (1)
- P) Number of Trips Per Vehicle / Per Day Associated with Home Occupation: 1-2 trips daily
- Q) Other: _____
- R) ATTACH A SITE PLAN. For Type I and Type II Permits, Staff may require a site plan. For a Type III, a site plan shall be submitted that shows the site plan elements required for a Sweetwater County Construction/Use Permit.

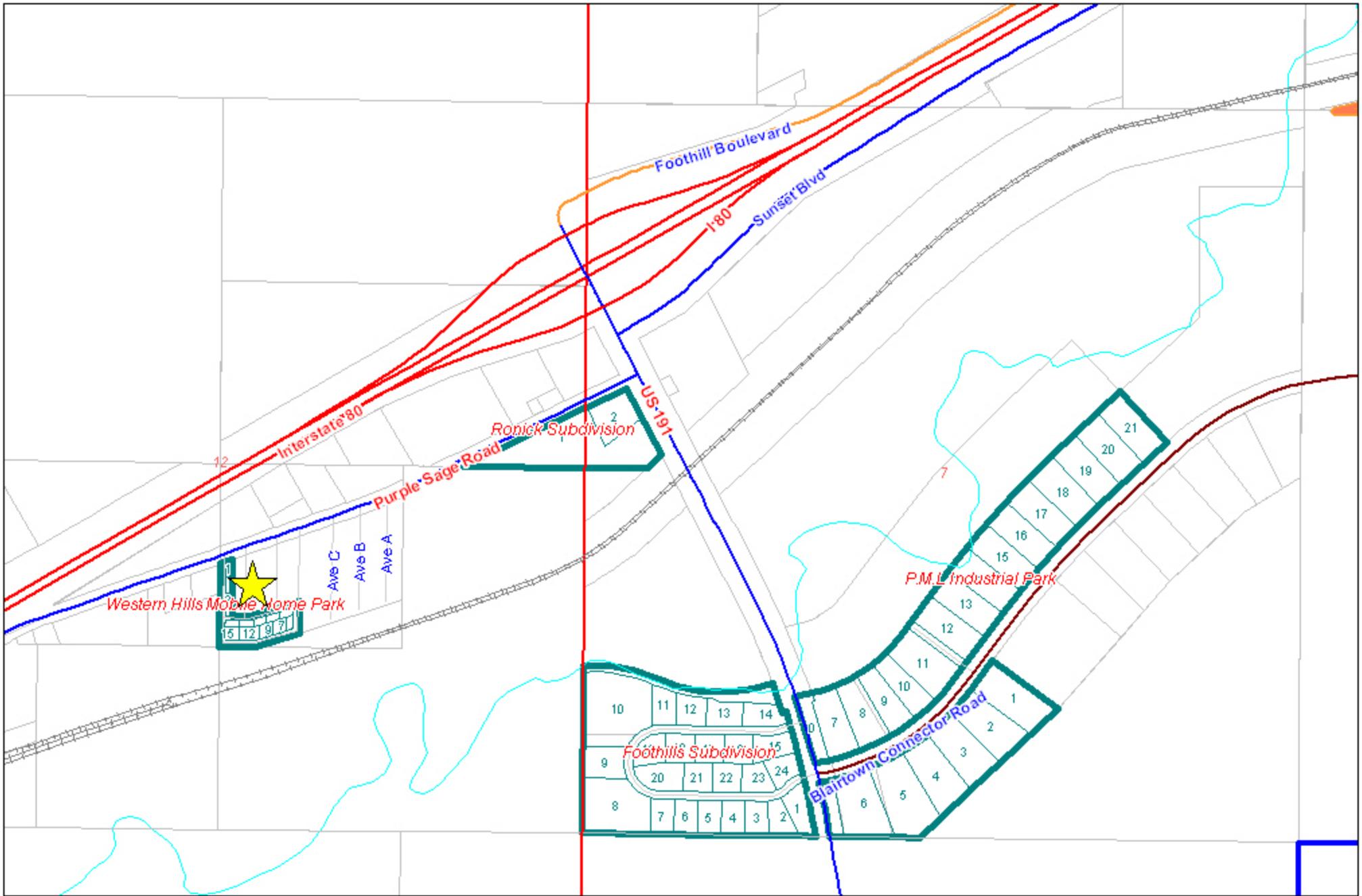
Heather Leigh Jones 10-19-11 [Signature] 10-31-11
 Signature of Applicant Date Signature of Land Owner of Record Date

Staff Approval/Denial – I certify that all applicable provisions of the Zoning Resolution have/have not been addressed to the best of my knowledge:	
<input type="checkbox"/>	Approved/Conditions: _____
<input type="checkbox"/>	Denied/Reasons: _____
Expiration Date: _____	
Community Development Official Signature & Date: _____	
Renewal #1	
<input type="checkbox"/>	Approved/Conditions: _____
<input type="checkbox"/>	Denied/Reasons: _____
Expiration Date: _____	
Applicant Signature & Date: _____	
Community Development Official Signature & Date: _____	



Heather Leigh Jones
Home Occupation Permit - In Home Child Care

Exhibit B
Zoning Map



Heather Leigh Jones
Home Occupation Permit - In Home Child Care

Exhibit C
Vicinity Map

PUBLIC HEARING ITEM 2

JOSEPH FLAIM

**CONDITIONAL USE PERMIT
SALVAGE YARD & IMPOUND YARD**

C (COMMERCIAL)

**BOARD OF COUNTY COMMISSIONERS MEETING
JANUARY 3, 2012**

Prepared by:

Sweetwater County Land Use Department
80 West Flaming Gorge Way
Green River, WY 82935
307- 872-3926

STAFF REPORT
Joseph Flaim
Conditional Use Permit – Salvage & Impound Yard

APPLICANT:

Joseph Flaim
1301 Liberty Drive
Rock Springs, WY 82901

PID: 04-1805-07-3-03-016-00

ZONING CLASSIFICATION (EXHIBIT B - ZONING MAP):

The property is currently zoned as I-2 (Heavy Industrial).

LEGAL DESCRIPTION (EXHIBIT C - VICINITY MAP):

Foothills Subdivision, Lot 21, located in Section 7, Township 18 North, Range 105 West, of the 6th Principal Meridian, Sweetwater County, Wyoming, generally known as 35 Wilkins Peak Drive.

APPLICATION SUMMARY (EXHIBIT A - APPLICATION)

The applicant is requesting a Conditional Use Permit to allow the use of an impound yard and salvage yard on the property. In the application, the applicant states the use will be for an impound yard for a towing/wrecking company and a salvage yard. The site is located in Foothills Subdivision which is within the Growth Management Area. The proposed site is one (1) acre in size.

The key issue with this request is that salvage vehicles are requested to be stored on the property. This property is Zoned I-2 Heavy Industrial, and storage of salvage vehicles is not a permitted use in the I-2 Heavy Industrial Zone. A Conditional Use Permit is required for this use in the I-2 Zone District.

The applicant explains the request as follows:

- The Conditional Use Permit is requested as a continuous operation with no termination date.
- Hours of operation will be 24 hours a day because of the 24 hour towing service. Vehicle pickup or salvage buying will be by appointment and only during daylight hours, unless special circumstances require pickup of impounded vehicles after dark.
- The requested use is for temporary salvage yard including storage of automobiles and parts, construction equipment and machinery and farm

machinery, recreational vehicles. There are no buildings on the property, and no new buildings or structures are proposed.

- Water is provided by City of Rock Springs and sewer is provided by Westside Water and Sewer District.
- Fire protection is provided by fire hydrants located in the Foothills Subdivision.
- Vehicles associated with the operation include a 1 ton rollback wrecker, one semi-wrecker, and a personal vehicle. There will be two daily trips to patrol the yard.
- Property is completely graveled for dust control. Vehicles will be stored orderly within the fenced property. Two employee parking spaces will be on the existing concrete pad. Impound vehicles are removed by employees.
- Vehicles will be loaded and unloaded on the site.
- Access is provided by Wilkins Peak Drive and Highway 191.
- No proposed storage of hazardous materials.
- Trash cans are proposed for garbage disposal.
- Moving of vehicles, minor repair or mechanical dismantling of vehicles. Dismantling and removal of vehicles and parts for salvage.
- Drainage will not be changed, as this is a lot within a platted subdivision.
- No landscaping is proposed.
- No lighting is proposed.
- No signage is proposed
- Outside storage will involve impound and salvage vehicles, as there are no structures on the property.
- For screening, screening slats will be placed in existing chain link fence along the Wilkins Peak property frontage.
- The property is located within a Scenic Overlay Zone. There is compliance with the requirements for Scenic Overlay.
- Wyoming State Statute 33-19-105 requires a Junkyard Permit be issued by the Wyoming Transportation Commission for a junkyard within 1,000 feet of an interstate or primary highway. This proposed use is within the 1,000 feet criteria. Joseph Flaim has submitted an application for a Junk Yard License to the Wyoming Transportation Commission.

PUBLIC NOTICE:

Adjacent Property Owner Notice Sent: November 11, 2011
Public Hearing Notice Advertised: November 11, 2011
Sign Posted on Property: November 15, 2011

PUBLIC COMMENTS:

There have been no public comments submitted as of this date.

AGENCY COMMENTS:

SWC CODE ENFORCEMENT OFFICER: Complete

WYDOT: No issues with WDOT in Rock Springs. May contact Pete Brennan with Right-of-Way to see if proposal falls within Junkyard Control (Chapter 12 of Rules & Regulations) His number is 777-4115.

QUESTAR: No structures shall be placed over service line. See attached drawing of Questar Service line. **See Exhibit D**

WESTSIDE WATER & SEWER DISTRICT: West Side Water and Sewer District has no objection to the requested permit. However you should know that Mr. Flaim has disconnected all sewer and the taps (14) are no longer in service. Therefore, any request for an office or other facility would not have sewer service. If you have any questions please feel free to contact me. Thank you.

COLORADO INTERSTATE GAS COMPANY:

SWC EMERGENCY MANAGEMENT: Complete

SWC HEALTH: Complete

SWC ENGINEERING: No objections

SWC SURVEYOR: Complete

STAFF COMMENTS:

► The Sweetwater County Planning and Zoning Commission held a public hearing in on December 14, 2011 to consider the applicant's request; and,

The Planning and Zoning Commission voted 5-0 to recommend approval of this request with the following conditions:

1. The Conditional Use Permit is valid for a period of 2 years.
2. The applicant must utilize a fluid containment system.

This project was reviewed by the Technical Review Committee. The following items have been noted:

1. A Junk Yard License must be issued by the Wyoming Transportation Commission. The applicant states that he has received this license.

To insure that the Conditionally Permitted Use does not unreasonably impose adverse impacts on the health, safety, and general welfare of the County or on adjacent or nearby properties or residents, the County may impose certain special conditions including but not limited to the following (Section 6.A. Sweetwater County Zoning Resolution)

1. Duration of use
2. Extension of the C.U.P
3. Hours of Operation.
4. Site and/or building improvements

5. Parking requirements
6. Sewer and water requirements

RESOLUTION 12-01-ZO-02
JOSEPH G. FLAIM
CONDITIONAL USE PERMIT - IMPOUND AND SALVAGE YARD

WHEREAS, Joseph G. Flaim has requested a Conditional Use Permit, in accordance with Section 6 of the Sweetwater County Zoning Resolution, to allow an impound and salvage yard on a parcel of land legally described as:

Foothills Subdivision, Lot 21, Sweetwater County, Wyoming.

WHEREAS, the Sweetwater County Board of County Commissioners held a public hearing in regards to this matter on January 3, 2012 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 applicant's request be APPROVED.

Dated this 3rd day of January, 2012.

Sweetwater County
Board of County Commissioners

Wally J. Johnson, Chairman

Gary Bailiff, Member

John K. Kolb, Member

Don Van Matre, Member

Attest:

Steven Dale Davis, County Clerk

Reid O. West, Member

RECOMMENDATION 11-12-ZO-01
JOSEPH G. FLAIM
CONDITIONAL USE PERMIT - IMPOUND AND SALVAGE YARD

WHEREAS, Joseph G. Flaim has requested a Conditional Use Permit, in accordance with Section 6 of the Sweetwater County Zoning Resolution, to allow an impound and salvage yard on a parcel of land legally described as:

Foothills Subdivision, Lot 21, Sweetwater County, Wyoming.

WHEREAS, the Sweetwater County Planning and Zoning Commission held a public hearing in accordance with the procedural requirements of the County's Zoning Resolution on December 14, 2011 to consider the applicant's request; and,

WHEREAS, after due consideration and discussion, the Planning and Zoning Commission voted 5-0 to recommend approval of this request with the following conditions:

1. The Conditional Use Permit is valid for a period of 2 years.
2. The applicant must utilize a fluid containment system.

NOW THEREFORE, the Sweetwater County Planning and Zoning Commission recommends that this request be APPROVED as conditioned.

Dated this 14th day of December, 2011.

Attest:

Sweetwater County
Planning and Zoning Commission

Steven Dale Davis, County Clerk

Dan Scheer, Chairman

RESOLUTION 12-01-ZO-02
JOSEPH G. FLAIM
CONDITIONAL USE PERMIT - IMPOUND AND SALVAGE YARD

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WHEREAS, the Sweetwater County Board of County Commissioners held a public hearing in regards to this matter on January 3, 2012 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 applicant's request be APPROVED with the following conditions:

1. The Conditional Use Permit is valid for a period of 2 years.
2. The applicant must utilize a fluid containment system.

Dated this 3rd day of January, 2012.

Sweetwater County
Board of County Commissioners

Wally J. Johnson, Chairman

Gary Bailiff, Member

John K. Kolb, Member

Don Van Matre, Member

Attest:

Steven Dale Davis, County Clerk

Reid O. West, Member

RESOLUTION 12-01-ZO-02
JOSEPH G. FLAIM
CONDITIONAL USE PERMIT - IMPOUND AND SALVAGE YARD

WHEREAS, Joseph G. Flaim has requested a Conditional Use Permit, in accordance with Section 6 of the Sweetwater County Zoning Resolution, to allow an impound and salvage yard on a parcel of land legally described as:

Foothills Subdivision, Lot 21, Sweetwater County, Wyoming.

WHEREAS, the Sweetwater County Board of County Commissioners held a public hearing in regards to this matter on January 3, 2012 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 applicant's request be DENIED.

Dated this 3rd day of January, 2012.

Sweetwater County
Board of County Commissioners

Wally J. Johnson, Chairman

Gary Bailiff, Member

John K. Kolb, Member

Don Van Matre, Member

Attest:

Steven Dale Davis, County Clerk

Reid O. West, Member



Sweetwater County, Wyoming Conditional Use Permit Application

Sweetwater County Community Development
80 West Flaming Gorge Way, Suite 23
Green River, WY 82935
p: (307) 872-3914 / 922-5430 f: 872-3991
Application Fee: \$150.00

Date of Submittal: 10-12-11
Permit Number: PZ-11-21
Present Zoning: I-2 (Heavy Industrial)
PID: 04- _____

(Office Use Only)

Conditional Use Permit Resolution # _____ Date: _____

Approved Approved with Conditions Denied

Date of Action: _____ Signature: _____
Community Development Official

INSTRUCTIONS: Prior to completing your application, it is strongly recommended that you schedule and attend a pre-application meeting with Sweetwater County Engineering and Community Development.

Completely fill out application. Attach all required supporting documentation. Incomplete and/or illegible applications will be returned. As a condition of approval of your Conditional Use Permit, you must obtain all necessary County Health, County Engineering and County Zoning Permits (septic permit, address & access permits, construction, use etc.) before you can establish the use of your property or commence construction. Additional information may be required following review of your application by the staff for public hearings before the Planning and Zoning Commission or the Board of County Commissioners. Such additional information must be provided before your application is approved or forwarded to the next level of review. By act of submittal the applicant certifies that information submitted is true, accurate and complete and authorizes the county to rely on the veracity of such information and certification.

PROPERTY INFORMATION:

County Assigned Address: 35 Wilkins Peak Drive Lot Size: 1 (acres)

Project Location: Quarter: SW 1/4 Section: 7 Township: 18 N Range: 105 W

Subdivision Name: Foothills Subdivision Lot: 21 Block: _____

Property Identification Number: 04 - 1805 - 07 - 3 - 03 - 016 - 00

GENERAL INFORMATION:

Joseph G. Flaim
Applicant Name
1301 Liberty Drive, Rock Springs, WY 82901
Applicant Mailing Address
307-389-9225
Telephone/Email

Joseph G. Flaim
Land Owner of Record
1301 Liberty Drive, Rock Springs, WY 82901
Owner's Mailing Address
307-389-9225
Telephone/Email



OCT 12 2011

Agent Business Name & Primary Contact
Agent Mailing Address
Telephone/Email

Engineer/Contractor Business Name & Primary Contact
Engineer/Contractor Mailing Address
Telephone/Email



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OCT 12 2011

CONDITIONAL USE PERMIT SUBMITTAL REQUIREMENTS

SWEETWATER COUNTY COMMUNITY DEVELOPMENT

The following information and supporting documentation must be included with your application:

- Site Plan: A site plan shall accompany this application. See Site Plan Requirements Checklist (Page 9) for details.
Record of Survey by Wyoming Licensed Surveyor: Contact County Surveyor at 307-872-3922 with questions.
Hazardous Materials Inventory: Complete Page 3. Contact Emergency Management at 307-922-5369 with questions.
Proof of Owner: Provide copy of current deed. If acting on behalf of the owner as agent, provide letter of authorization.
Grading and drainage plan: Certified by a licensed Wyoming Professional Engineer. Contact County Engineer at 307-872-3920 with questions.
Floor Plan: A floor plan including rooms labeled and dimensioned, windows and doors dimensioned, door swing direction, type of door hardware, hallway widths, location and type of exit signs, details of emergency lighting plan, location of fire extinguishers, electrical panel labeled, stairs with dimensions width, garage or building separation material (wall/ceiling, wall/deck, and garage doors)
Foundation Plan: Foundation plans certified by a Wyoming Professional Engineer.
Access Permit: Proof of access (driveway) and frontage onto an approved State or County public road. Contact County Engineer at (307) 872-3920 for County Access and WYDOT at 307-352-3000 for State Access.
Address Permit: Proof of County assigned address. Contact County Engineer at (307) 872-3920 for addressing.
Verification of Special Water and/or Sewer District Requirements: If your parcel/lot is required to hook on to public water and sewer, please return signed by a Water/Sewer District Representative.

The District/City hereby states that the parcel/lot is in compliance with the District/City requirements:

Yes No, if no, please explain:
Name of District/City: West Side Water & Sewer District
Signature: Tracy Wylie Title: Recording Secretary
Print Name: Tracy Wylie Date: 10-12-11

Private Water and Sewer Information. If your property is connected and not required to have public water and sewer; please provide the following private water and sewer system information:

- Private Wyoming State Well Permit Number:
Septic or private system. Please provide County Health Permit Number:

Growth Management Area: If property is within the Growth Management Area, attach one or more of the following:

- Agriculture Zone Supplemental Questionnaire
Highway Frontage Overlay Questionnaire
Rules for GMA parcels 35 acres or more
Scenic Overlay Questionnaire
Slope Supplemental Questionnaire
Airport Overlay

Permits and Fees: The following permits and fees are required for NEW construction:

- Sweetwater County Non-Residential Construction/Use Permit 0.1% of project costs or \$300 Min.
Sweetwater County Access Road/Right-Of-Way Permit \$ 75.00 Fee
Sweetwater County Address Permit \$ 75.00 Fee

Supplemental Documentation and Studies:

- Traffic Study
Dust Control Plan
Special Plat Requirements
Soils Suitability Study
Report from Soil Conservation District
Sign Permit
Lighting Plan
Special Plan for Off-Street Parking

Exhibit A



Sweetwater County, Wyoming Hazardous Chemical Inventory

Local Emergency Planning Committee (307) 922-5369

Facility Location

Name: _____
 Location: _____
 City, State & Zip: _____
 Phone: _____

Owner/Operator

Name: _____
 Mailing Address: _____
 City, State & Zip: _____
 Phone: _____

Emergency Contact (local)

Name: _____
 Title: _____
 Phone: _____
 24 Hour Phone: _____

Emergency Contact (local)

Name: _____
 Title: _____
 Phone: _____
 24 Hour Phone: _____

For the safety of our First Responders, the Sweetwater County Local Emergency Planning Committee requests that you advise us of any hazardous materials that are used, stored, manufactured, or transported to or from your facility that are in quantities more than 10 gallons or 50 pounds.

Date of Report: _____

Check One: Initial Report Updated Report

Chemical Description	Inventory (Specify amounts listed in pounds or gallons)	Storage Locations & Container Type (Attaching site plan is optional)
Hazard Class: _____ <small>(taken from package label)</small> UN Number: _____ <small>(if on label)</small> Chemical Name: _____ Product Name: _____	Max. Daily Amt: _____ Avg. Daily Amt.: _____ Number of days per year on site: _____	Container Type: _____ Location: _____
Hazard Class: _____ <small>(taken from package label)</small> UN Number: _____ <small>(if on label)</small> Chemical Name: _____ Product Name: _____	Max. Daily Amt: OCT 12 2011 Avg. Daily Amt.: SWEETWATER COUNTY PLANNING & ZONING DEPT. Number of days per year on site: _____	Container Type: _____ Location: _____

Please copy this page if needed for additional chemicals.

Certification: I certify that I have personally examined and am familiar with the information submitted in pages one through _____, and that, based on my inquiry of those individuals responsible for obtaining the information, I believe that the submitted information is true, accurate, and correct.

No Hazardous Chemicals will be stored on our property or used in conjunction with this permit.

Joseph G. Flaim / Owner
Printed Name & Official Title of Owner/Operator OR
Owner/Operator's Authorized Representative

Joseph G. Flaim
Signature

10/12/2011
Date Signed

Current and Proposed Structures and Use Information

Briefly answer the following questions:

What listed conditional use are you applying for (see Zoning Resolution)? Provide a detailed narrative describing your proposed conditional use and development. Use additional paper if necessary.

See attached paper

What new structures do you propose to build and describe the proposed uses within those structures (include construction type, foundation type and dimensions for each structure)? Use additional paper if necessary.

No new structures are proposed.

Duration of Use and Hours of Operation

Duration of Use: How long do you propose to operate your conditional use? What is the time frame for the operation of your proposed conditional use are you requesting?

The property will be continuously operated as an impound yard for a towing/wrecking company and a salvage yard.

Hours of Operation: What are your proposed portions of the year, days of the week and hours of operation?

Vehicles will be dropped off at all hours because of the 24 hour towing service. Vehicle pickup or salvage buying will be by appointment only and during daylight hours, unless special circumstances require pickup of impounded vehicle after dark.

Water, Sewer and Fire Protection Information

Water Supply: Describe your source and supply of water. Provide state permit numbers for wells or surface water appropriations. If within a public water district service area, then please provide proof that you have secured a service connection (water tap) for the property.

Sewage Disposal: Describe your method of sewage disposal. Provide County Health Department permit numbers for septic or other private systems. If within a public sewer district service area, provide proof that you have secured a service connection (sewer tap) for the property. For septic or other private permits contact the County Health Department at (307) 872-3930.

Fire Protection. All developments shall comply with the most recently adopted edition by Sweetwater County of the International Fire Code. How do you plan to provide fire protection to your development? Describe your water source for fire protection. If you have questions concerning fire protection, please contact the County Code Enforcement Specialist at 307-872-3920.

Fire protection will be provided by the fire hydrants located around the Foothills Subdivision.

Parking, Loading and Vehicles

Vehicles: Describe the vehicles associated with your existing and proposed use. Include a description of the number, type, frequency of daily trips, and show on your site plan where they are stored or parked.

Company vehicles will be one 1 ton rollback wrecker, one Semi wrecker, and a personal vehicle. There will be two daily trips to patrol the yard, and appointments for impounded vehicles at random times and frequency.

Parking: Describe how many parking spaces your proposed use will require and estimate how many of these will be for customers and how many will be for employees. Show parking spaces on site plan. With what material (asphalt, concrete or gravel) do you propose to surface your parking spaces?

Property is completely gravel and will be used for storage of impounded and salvage vehicles. Vehicles will be stored orderly within the fenced property. Two employee parking spaces will be on the existing concrete pad. No customer parking, impound vehicles removed by employees.

Loading Areas: Describe the types of vehicles that will be involved in loading and unloading materials on your property. Explain what they will be picking-up or delivering and the frequency and hours of this activity. Show loading area on site plan. Identify the number, size, and location of loading spaces required on your site plan.

There will be no loading or unloading of materials, only vehicles will be loaded and unloaded.

Access Plan to Property: If heavy truck or vehicle traffic needs to access your proposed development through or adjacent to residential areas, please describe how you will mitigate traffic and safety concerns. Please show access plan to property on your site plan.

Property is located in the Foothills Subdivision. It is access by Wilkins Peak Drive and Highway 191, and is not adjacent to any residential areas.

Health and Safety Issues

Combustible/Flammable/Hazardous/Explosive/Radioactive Fuels, Wastes and Materials: For these materials describe the type, quantity, location and manner of storage, and emergency mitigation plan. Blueprints of storage facility must be submitted including dimensions and setbacks. For hazardous materials, file a Hazardous Materials Inventory Form or show proof that you report under separate regulations (Tier III or other). For more information contact Sweetwater County Emergency Management at (307) 922-5370.

No hazardous materials will be stored, only impounded and salvage vehicles.

Waste/Garbage Disposal: Describe the type and quantity of wastes that will be generated, how they will be stored until disposed, how you propose to dispose of these wastes and frequency of disposal.

Vehicle parts and scrap metals will be generated and stored inside the yard. All garbage will be in trash cans and dumped once full. Scrap metals and parts will be sold or transported to Pacific Steel.

Outside Work: Describe any outside or exterior work that may occur on your premises. What type of external effects (off premises) will this outside work have? Show on site plan.

Moving of vehicles, minor repairs and/or mechanical dismantling of vehicles to facilitate safe and proper towing. Dismantling and removal of vehicles and parts for salvage. Minimal external effects, noise and minor dust, will be present.

External Effects: Describe any noise, lights, odors, glare, emissions or other off premise affects that will be produced by your proposed use. Explain how you will mitigate these issues and potential nuisances.

Noise and dust will be produced. Noise will be effects will be minimized by performing noisy operations during daytime hours. Dust will be mitigated by the graded surface, and the placement of additional gravel when needed.

Flood Plain/Wetland: Is your property located in a flood plain? If yes, see disclaimer provided as a part of this application.

Not applicable

Drainage: Describe how surface runoff will drain from your property. Show direction of drainage on site plan. For Commercial and Industrial uses a drainage plan certified by a Wyoming Licensed Professional Engineer will be required.

No regrading of existing contours will be performed, conditions will remain as previously certified.

Hillside Protection: Is your property within the Growth Management Area? Does your property contain land areas with slopes 15% or greater? If so, Sweetwater County's Supplement Slope Regulations apply. (Show areas on site plan.) Will your proposed development disturb or affect these slope areas? If yes, explain how you plan to mitigate potential erosion, runoff, fire hazard, slope stability, air quality, drainage or other problems that may result from the utilization of or affect upon these hillsides. A Hillside Management Plan certified by a Wyoming Licensed Professional Engineer is required in preparing your site and access plans.

Not applicable

Dust and Erosion Control Plan: Describe in detail your plans to stabilize your site in order to control blowing dust and runoff from your property. Describe any structures you plan to build to control manure or other runoff. Show over lot drainage and how it enters onto your neighbor's property on your site plan.

Dust control and site stabilization will be through the existing gravel over the entire lot and additional gravel if dust becomes an issue. No structures will be built on site.

Aesthetic Considerations

Sweetwater County encourages development in a manner that maintains or improves the aesthetic appearance of our communities. The developer is encouraged to address the following suggested site plan elements in their project and to implement their own ideas to improve aesthetics and enhance development.

Landscaping: Describe and show on site plan how you plan to implement and maintain any proposed landscaping.

Not applicable, site will remain gravel.

Lighting: Describe your plans for exterior lighting and show on site plan. The County encourages down focused sodium vapor lighting to avoid glare and at least one exterior light for security purposes.

Not applicable, no additional lighting will be added.

Building Style: Describe the type, construction and exterior finish of your proposed structure. Structures which are well built and aesthetically pleasing are encouraged. Earth tone exterior finishes blend in well.

Not applicable, no structures will be built.

Signs: Describe the nature and location of any signs you will have on your property. Consider how these will enhance your business and the entrances to our communities.

No sign will be placed on property.

Outside Storage: Please describe the materials or equipment that will be in exterior storage on your property and show on site plan.

Impounded and salvage vehicles will be stored outside on property. There will be no structures on property or interior storage.

Screening/Fencing: Describe your plans for screening exterior storage. Describe the type of screening material, color, height and how you plan to maintain the screening. Show areas to be screened on site plan.

Screening slats will be placed in existing chain link fencing along the Wilkins Peak Drive property frontage.

Scenic and Highway Frontage Areas: Describe in detail and show on site plan your plans for developing within areas that have these special values. How will you make your development blend in with environmentally sensitive areas?

The property is located in an existing industrial subdivision, Foothill Subdivision, and is not near any scenic areas. The lot is also in the Westerly half of the subdivision making it difficult to view from Highway 191.

Growth Management Area: Agriculture Supplemental Regulations

If you plan to establish animals for commercial or private use on Agriculturally zoned land within the Growth Management Area, please answer the following questions:

Conditional Use Permit Overlay for Animals for Private Use on Agriculturally zoned land within the Growth Management Area: If you plan to establish animals for private use please check one of the following that applies to the location of your parcel:

- Agriculturally zoned land within 1/4 mile of a CRS, B, C, I-1, R-1, R-3, or MH zoning district.
- Agriculturally zoned land one mile from the boundaries of an incorporated city.
- Agriculturally zoned land outside of one of the above areas. If you check this box, a Conditional Use Permit is not needed.

Conditional Use Permit Overlay for Animals for Commercial Purposes on Agriculturally zoned land within the Growth Management Area. If you are planning to establish animals for commercial purposes on agriculturally zoned land within the Growth Management Area, describe your proposed Commercial Use below. Such commercial use could include corrals for profit or gain, boarding or keeping of animals, kennels and etc. Commercial Feeding Operations require a zone change.

Not applicable

Proposed Animal Use: Describe proposed animal use. Include the numbers, types of animals, projected litter sizes and the time frames of animal use and occupation. Show animal use areas on site plan.

Not applicable

Animal Waste Management: Describe your plans for disposing of solid and liquid animal wastes. Detail your plans for properly managing odors and blowing waste dust and debris. Show on your site plan any waste disposal areas and associated diking or other structures to control the offsite effects of animal wastes. A certified nutrient management plan may be required.

Not applicable

Animals Feeding Plan: Describe feed and hay storage, feeding operation and plan for minimizing dust and debris resulting from such activities.

Not applicable

Animal Mortality Plan: Describe your plan for removing dead animals associated with your operation.

Not applicable

DEPARTMENT OF TRANSPORTATION
MOTOR VEHICLE SERVICES
5300 BISHOP BLVD.
CHEYENNE, WY 82009-3340
307-777-4709

Department Use Only

Account No. _____
License Fee \$25.00

APPLICATION FOR VEHICLE STORAGE AND DISPOSAL FACILITY LICENSE
(W.S. 31-13-114)

Business Name Joseph G. Flaim (DBA) - Sunlite Service
(Legal business name - corporate, etc.- and trade name or dba)

Mailing Address 1301 Liberty Drive, Rock Springs, 82901 / 1-307-389-9225
(Street or Box No.) (City, Zip) (Phone No.)

Actual address and legal description of business location 35 Wilkins Peak Drive / Rock Springs, WY 82901
Foothills Subdivision, Lot 21

Nature of Business Vehicle Storage, Salvage & Disposal

OWNERSHIP TYPE -CHECK ONE- MUST MATCH SALES TAX LICENSE IF ONE IS REQUIRED:

Sole Proprietorship Corporation Limited Liability Company
General Partnership (Includes Husband and Wife) Limited Partnership

Name and Home Address of all owners, officers or partners:

Joseph G. Flaim / 1301 Liberty Drive, Rock Springs, WY 82901 / Owner
Name Home Address Title

Name Home Address Title

Name Home Address Title

Name Home Address Title

Applicant agrees to comply with all laws and rules and regulations relating to this license and to registration and titling of vehicles. Sales Tax License may be required. Contact the Wyoming Dept. of Revenue for sales tax information. A Junk Yard License may be required. Contact DOT Right of Way at (307) 777-4115.

Applicant agrees to maintain records relating to vehicles and parts thereof received and disposed of in the manner required by the Department for a period of 3 years and that such records will be available for inspection by the Department or any law enforcement officer during all reasonable business hours.

Attach written approval from the proper official in the city or county stating that this business site is not located in a residential zone.

Please attach a photo of the business location.

I declare that this is a true and accurate statement. I realize that my business is subject to inspection and any false statements regarding the above requirements could subject my license or application to denial, suspension or revocation. I, as owner, partner, officer, have the authority to sign this application.

Joseph G. Flaim
Signature

Joseph G. Flaim
Print Name

Owner
Title

October 12, 2011
Date

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OCT 12 2011
SWEETWATER COUNTY
PLANNING & ZONING DEPT.
Exhibit A

WYDOT Vehicle Storage & Disposal Facility Application
Planning/Zoning Authority Statement

SECTION A

Company Name: Joseph G. Flaim (DBA) Sunlite Service
Legal/Trade Name

Contact Person: Joseph G. Flaim 1-307-389-9225
Name Phone Number

Physical Location: 35 Wilkins Peak Drive / Rock Springs / Sweetwater / WY / 82901
Address/City/County/State/Zip

Legal Description: Foothills Subdivision, Lot-21

Located within City Limits? (circle one) YES NO

SECTION B

(To be completed by Planning/Zoning Authority)

Planning/Zoning Authority: Sweetwater County Land Use Dept.
Agency Name

80 West Flaming Gorge Way, Green River, WY 82935
Mailing Address City/State/Zip

307-872-3914 307-872-3991
Telephone Number Fax Number

The property listed above is located in an area zoned: (check applicable area)

- Residential
- Commercial
- Industrial
- Agricultural
- Other: _____

Description

* Verification of zoning for the property in which the vehicle storage and disposal facility is located is required pursuant to W.S.31-13-114 (f)

Planning/Zoning Authority

Signature: [Signature] Date: 10/12/11

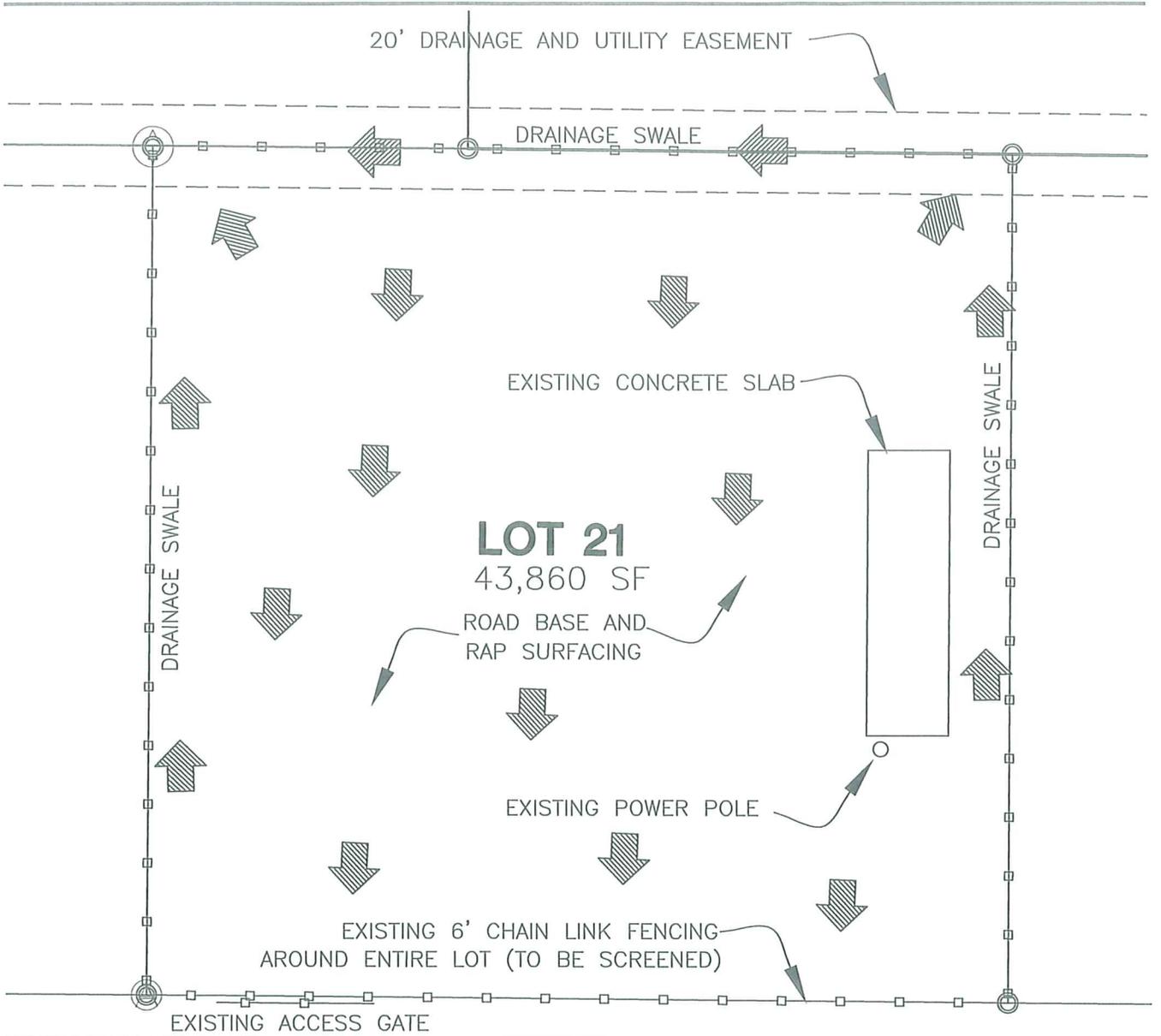
Printed Name: Eric Bingham Title: Land Use Director

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OCT 12 2011

SWEETWATER COUNTY
PLANNING & ZONING DEPT.

Exhibit A



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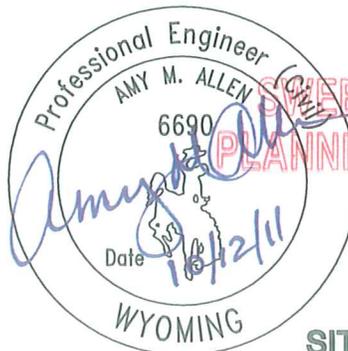
WILKINS PEAK DRIVE

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OCT 12 2011

DRAINAGE FROM THIS PROPERTY WILL NOT ADVERSELY AFFECT ADJACENT PROPERTY OWNERS.

THE INTENT OF THIS PLAN IS TO PROVIDE FOR LOCAL DRAINAGE ON THE LOT SO AS TO MINIMIZE IMPACT ON ADJACENT PROPERTIES. IT IS THE RESPONSIBILITY OF THE BUILDER AND PROPERTY OWNER TO DESIGN, BUILD, AND LANDSCAPE THE LOT TO PRESERVE AND ENHANCE THE OVERLOT GRADING AND DRAINAGE SCHEME.



SWEETWATER COUNTY
PLANNING & ZONING DEPT.



SCALE: 1" = 40'

SITE AND DRAINAGE PLAN

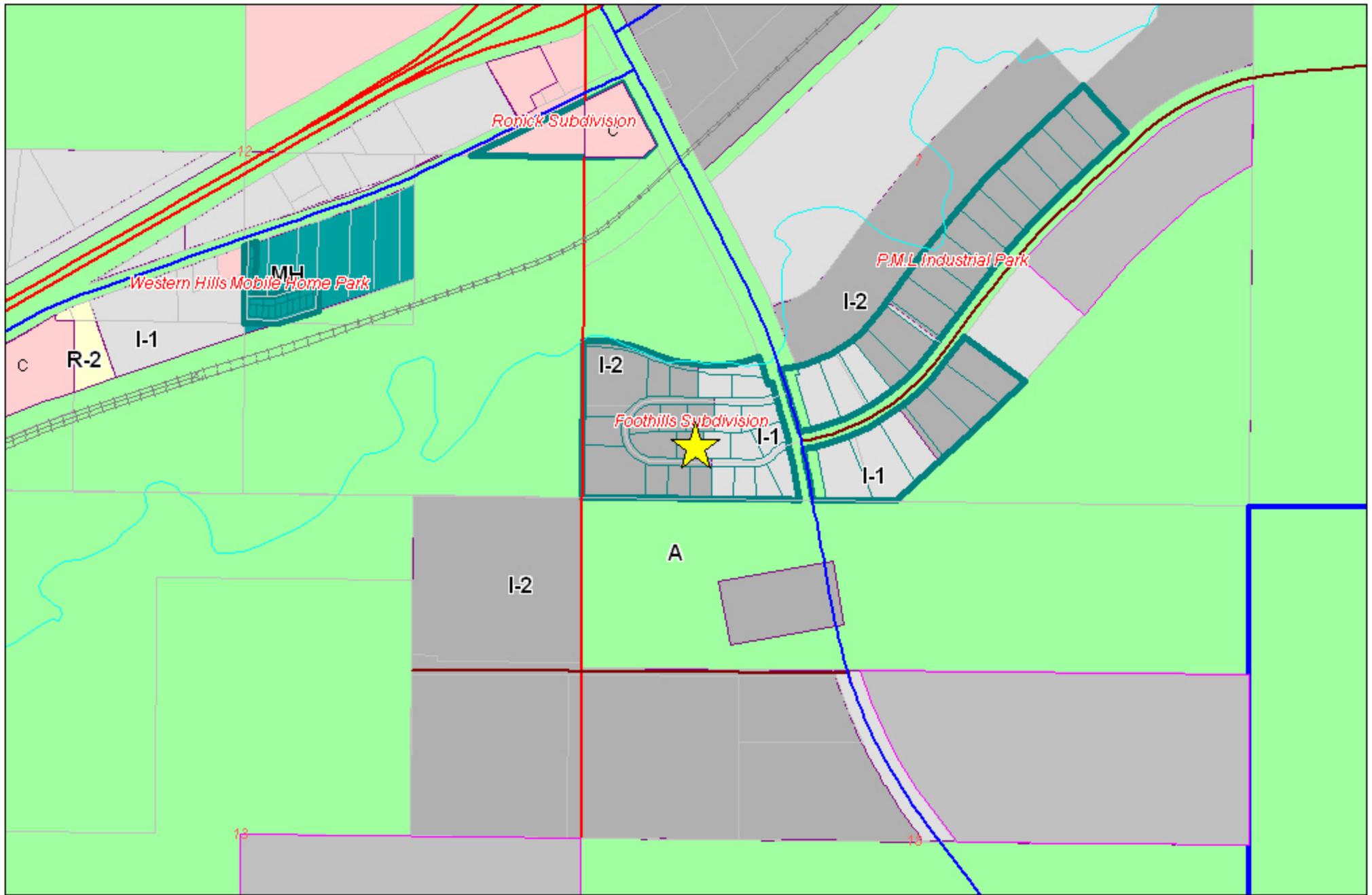


1515 NINTH STREET
ROCK SPRINGS, WY 82901
PHONE (307) 362-7519
FAX (307) 362-7569
<http://www.jfc-wyo.com>

JOSEPH FLAIM - 35 WILKINS PEAK
FOOTHILLS SUBDIVISION, LOT 21
SWEETWATER COUNTY, WYOMING

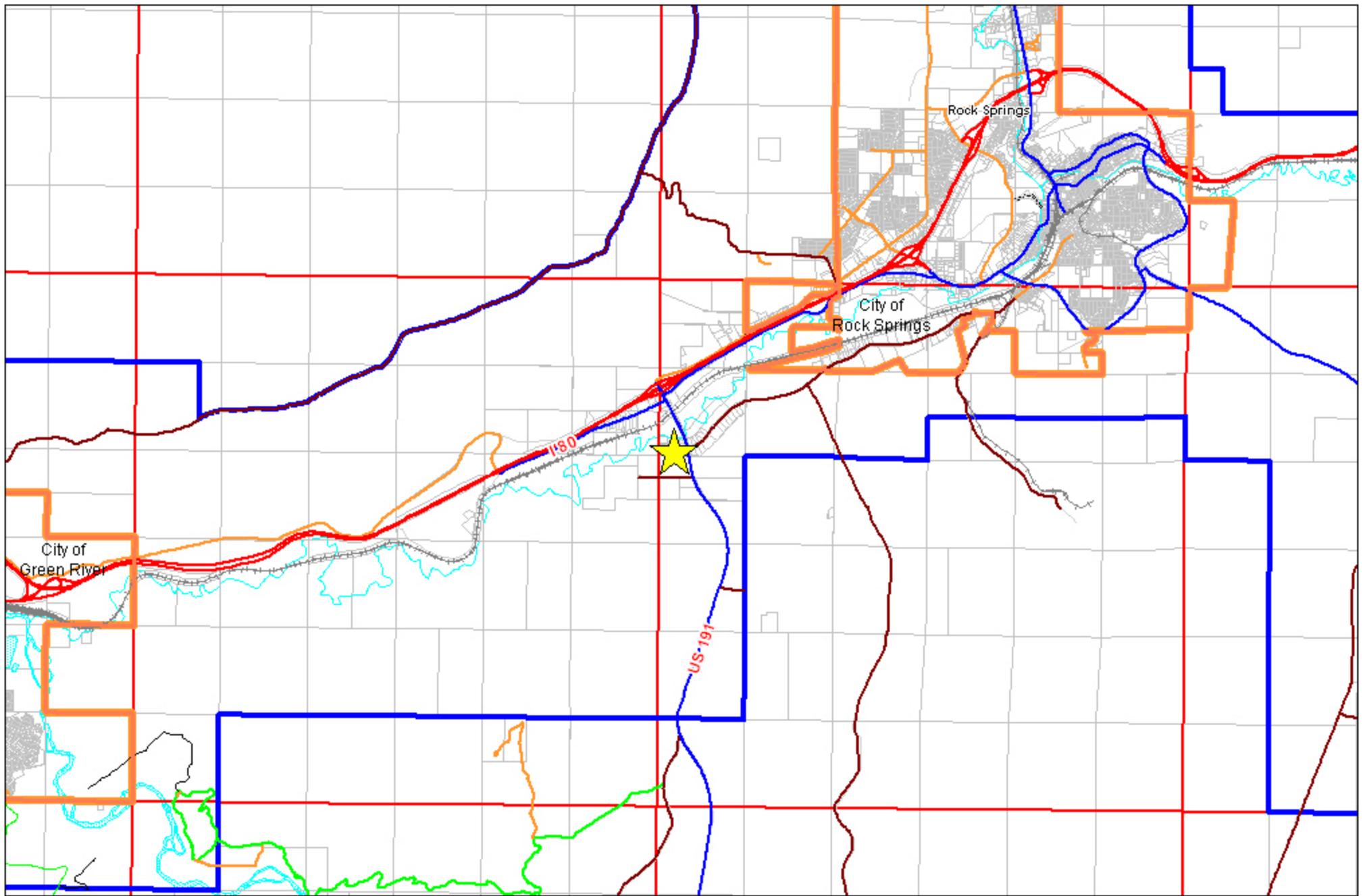
DWN BY: AMA	SCALE: 1"=40'	FIGURE 1
DATE: 12 OCT 2011		

Exhibit A



Joseph G. Flaim
Conditional Use - Impound/Salvage Yard

Exhibit B
Zoning Map



Joseph G. Flaim
Conditional Use - Impound/Salvage Yard

Exhibit C
Vicinity Map

PUBLIC HEARING ITEM # 3

**CANNON OIL & GAS WELL SERVICE, INC.
(APPLICANT)**

**CONDITIONAL USE PERMIT – TEMPORARY
CONSTRUCTION YARD**

**BOARD OF COUNTY COMMISSIONERS MEETING
JANUARY 3, 2012**

Prepared by:

Sweetwater County Land Use Development
80 W. Flaming Gorge Way
Green River, WY 82935
(307) 872-3914

STAFF REPORT
CANNON OIL & GAS WELL SERVICE, INC.
Conditional Use Permit Renewal– Temporary Construction Yard

APPLICANT

Cannon Oil & Gas Well Service, Inc.
348 Turret Drive
Rock Springs, Wyoming 82901

OWNER:

Elaine Cannon
750 Riverview Drive
Green River, WY 82935

APPLICATION SUMMARY (SEE EXHIBIT A - APPLICATION):

The applicant is requesting renewal of a Conditional Use Permit to allow a temporary construction yard **at 99 Griffinsville Loop Road, Farson, Wyoming**. The Conditional Use Permit was approved by the BCC on July 7, 2009, for a two (2) year term which has now expired. Cannon Oil & Gas Well Service, Inc. requests to use a temporary construction yard for the purpose of storing work over rigs and to use two existing shops for mechanic work and to provide equipment storage.

The applicant is requesting to renew the Conditional Use Permit for an indefinite term. The applicant states that the property has been used as a construction/storage yard since approximately 1990.

The application states the conditional use for a temporary construction yard will be conducted as follows:

- The applicant is requesting a temporary construction yard including storage of work over rigs. The applicant states this request is consistent with historic use of the property for the past +18 years. There are two existing shop structures on the property which are proposed to be used for mechanic work and to provide secure equipment storage. There is also an existing home on the property.
- Applicant states that use of this area as a storage facility dates from approximately 1990. Given that the applicant's use predates the adoption of the 2003 Zoning Resolution, applicant requests that, consistent with Section 3.A.6 "to protect the tax base of the county" and Section 3.B.4, "Not prohibit continuance of any use", no time limit be imposed. **(The Conditional Use Permit approved in 2009 was for a period of 2 years)**
- Source of water is well water, state permit number UW154653.

- Sewage disposal is accomplished with a septic system.
- Farson/Eden Fire Department provides fire protection.
- Approximately fifteen (15) days per year, there could be one to two (1-2) pick-up trucks on the property, consistent with historic use. Zero to three (0-3) work over rigs could be stored on the property when not in use in the field. Work over rigs are stored inside one of the shops located on the property. Semi-trucks could make 0-2 trips to the property in a typical year.
- Applicant stated that there will be no customers on this site. Normally one to two (1-2) parking spaces could be required for pick-up trucks for the approximately fifteen (15) days per year that vehicles would be present.
- Equipment would be delivered by semi truck.
- There is an existing home on the property and other homes are in the vicinity.
- There are four empty propane tanks located on the property stored within the fenced area. There is a 1,000 gallon propane tank used to heat the home and one shop.
- Cannon employees haul any and all garbage from the property as it is generated. Any unused equipment is stored for potential recycling and/or reuse.
- Other than inspection and routine maintenance on the work over rigs and other equipment and loading and un-loading of equipment, there is no work conducted on the outside or exterior of the premises. This will be consistent with historic use of the property.
- Applicant stated that emissions are not more than that associated with the intermittent operation of one typical diesel motor.
- Applicant states that due to the minimal impact on the property, significant dust is not expected.
- Landscaping is not proposed.
- One exterior light is depicted on one shop.
- No additional structures are proposed.
- No signage is proposed for the property.
- The applicant proposes to store equipment in the two shops on the property. **However, the Conditional Use Permit approved by the Board in 2009 included the condition that prohibited maintenance and/or repair of rigs within the shop buildings.**
- The property is fenced in with a locked gate.

In 2009, the Board of County Commissioners approved the Conditional Use Permit for a Temporary Construction Yard for Cannon Oil and Gas Well Service at this location. There were seven (7) conditions attached to the Conditional Use Permit being:

1. The Conditional Use Permit is approved for a period of 2 years
2. The Conditional Use Permit is only for the storage of work over rigs and accessory equipment associated with work over rigs
3. The Conditional Use Permit is approved based on ongoing compliance with the 2006 International Fire Code
4. The Conditional Use Permit is valid based upon inspection within 6 months for compliance with the 2006 International Fire Code.
5. The Conditional Use Permit is approved based on the acceptance of a site/drainage plan
6. The Conditional Use Permit is not valid and **does not authorize the maintenance and/or repair of rigs within the existing shop structures** as submitted with the Conditional Use Permit dated April 22, 2009.
7. An amended Conditional Use Permit must be submitted defining use of structures as unoccupied, miscellaneous agricultural structures.

ZONING CLASSIFICATION (SEE EXHIBIT B - ZONING MAP):

The property is currently zoned as A (Agriculture).

LEGAL DESCRIPTION (SEE EXHIBIT C - VICINITY MAP):

A parcel of land generally described as 50 acres located in the Southwest Quarter of Section 31 Township 25 North Range 105 West of the Sixth Principal Meridian, Sweetwater County, Wyoming.

PUBLIC NOTICE:

Adjacent Property Owner Notice Sent:	November 11, 2011
Public Hearing Notice Advertised:	November 15, 2011
Sign Posted on Property:	November 15, 2011

PUBLIC COMMENTS:

As of this date there have been no public comments have been submitted.

AGENCY COMMENTS:

SWC CODE ENFORCEMENT OFFICER: Requires a site inspection for compliance with 2006 IFC within the first six (6) months

SWC ENGINEER: The County roads that may be utilized to access the site are Eden Ryepatch Road, Griffinsville Loop Road, Eden North 2nd East and Eden East 1st North. These roads are predominantly utilized and built as Rural Minor Collector roads and may not be sufficient For additional types of uses. Roads may require increased maintenance, repairs or reconstruction, depending on the severity of the damage, if any. It should be noted that within the previous 2 years, no problems have developed with this applicant.

If it is desired to allow this Conditional Use Permit, it is recommended to only allow for a period of 3 years, consistent with other applicants, so that if any problems arise, they may be addressed in a future renewal.

In addition, the type of and quantity of vehicular traffic described in the application is relatively low. If, for some reason, this changes, the applicant should re-apply for a new permit.

WYDOT: No issues with WYDOT

SWC CONSERVATION DISTRICT:

COLORADO INTERSTATE GAS COMPANY:

QUESTAR GAS: Questar Gas does not have any facilities in this area

SWC EMERGENCY MANAGEMENT: Complete

SWC SURVEYOR: Approve

SWC HEALTH: Approve

STAFF COMMENTS

After review of the conditional use permit application, the Sweetwater Technical Review Team has identified the following items that need to be considered for this request:

1. The hay storage will need to meet the requirements of the 2006 International Fire Code Section 315 "Miscellaneous Combustible Storage". The Sweetwater County Code Enforcement Specialist is concerned with the location of the hay storage area, which is located adjacent to the oil field equipment storage area, being stored within close proximity to flammable materials associated with this storage area. Please state the distances of the hay storage from the property line and please address if any flammable or hazardous material will be stored close by. Also, include how high the hay will be stacked. Any questions, please contact Jim Zimmerman, Sweetwater County Code Enforcement Specialist at 872-3923.
2. Since the use of the buildings has changed from agricultural use to the maintenance, repair, and storage of oilfield equipment, the applicant will

be required to meet the standards and requirements of the 2006 International Fire Code. See Section 102.3 of the 2006 International Fire Code which states "No change shall be made in the use or occupancy of any structures that would place the structure in a different division of the same group or occupancies, unless such structure is made to comply with the requirements of this code and the International Building Code." The applicant is therefore required to submit a floor plan of the structure to assure compliance with the fire code. Please notify Jim Zimmerman for the floor plan requirements at 872-3923.

3. If it is desired to allow this Conditional Use Permit, it is recommended to only allow for a period of 3 years, consistent with other applicants, so that if any problems arise, they may be addressed in a future renewal. In addition, the type of and quantity of vehicular traffic described in the application is relatively low. If, for some reason, this changes, the applicant should re-apply for a new permit. Staff recommends the term of the Conditional Use Permit not exceed 3 years.

► The Sweetwater County Planning and Zoning Commission held a public hearing on December 14, 2011 to consider the applicant's request; and,

The Planning and Zoning Commission voted 5-0 to recommend approval of this request with the following conditions:

1. The Conditional Use is personal to Mr. Rob Cannon.
2. The applicant will abide by the 2006 International Fire Code.
3. The Conditional Use is valid for a period of 5 years.
4. Staff must provide information to the Board of County Commissioners explaining why the previous Conditional Use did not allow for the use of the building.

BCC Meeting July 7, 2009, Commissioners Boese and Wonnacott: At the public hearing the Code Enforcement Specialist stated that if the buildings were used for maintenance of equipment, then the IFC Building Occupancy Classification changes from U (miscellaneous) to S1(industrial storage plus repair), which requires ingress and egress requirements be met. Mr. Cannon stated that all maintenance was done outside the buildings and the buildings are only used for storage of equipment. Mr Cannon agreed to amend the application to state that no repair or maintenance of equipment or mechanics work would take place in the buildings. Attorney Clark Stith agreed that Mr. Cannon make that change to the application to state that no repair or maintenance of equipment or mechanics work would take place in the buildings.

STAFF COMMENTS AND COMPLIANCE WITH 2002 SWEETWATER COUNTY COMPREHENSIVE PLAN:

The 2002 Comprehensive Plan sets forth the following goals related to Sensitive Areas and Resources. Following each goal statement staff has provided a brief explanation how that goal relates to the proposed conditional use permit application.

- **Encourage growth and development to continue in an orderly manner and in locations that contribute to the economic and social well-being of County Residents. Encourage agriculturally-incompatible land uses and development to locate/relocate in non-agricultural zones.** This is an industrial land use being proposed within an area zoned Agriculture. The site is not served by a paved road. Potential road damage is an issue due to industrial equipment on a county road not built to industrial road standards.

PLANNING AND ZONING COMMISSION AND BOARD OF COUNTY COMMISSIONERS CONSIDERATIONS IN REGARDS TO A CONDITIONAL USE PERMIT:

Certain uses, while not normally permitted in a particular zone district, may be acceptable under specific circumstances and subject to certain special conditions.

Pursuant to the regulations hereinafter set forth, certain uses may be permitted by Conditional Use Permit within the stated Zone Districts and may be subject to special conditions or requirements deemed necessary by the County. To insure that the Conditionally Permitted Use does not unreasonably impose adverse impacts on the health, safety, and general welfare of the County or on adjacent or nearby properties or residents, the County may impose certain special conditions including but not limited to the following:

- 1. Duration of use**
- 2. Extension of the C.U.P.**
- 3. Hours of operation**
- 4. Site and/or building improvements**
- 5. Parking requirements**
- 6. Sewer and water requirements**

RECOMMENDATION 11-12-ZO-02
CANNON OIL & GAS WELL SERVICE, INC.
CONDITIONAL USE PERMIT - TEMPORARY CONSTRUCTION/STORAGE YARD

WHEREAS, Cannon Oil & Gas Well Service, Inc. has requested a Conditional Use Permit, in accordance with Section 6 of the Sweetwater County Zoning Resolution, to allow a temporary construction/storage yard including storage of work over rigs, mechanic work and secured equipment storage on a parcel of land owned by Elaine Cannon and legally described as:

A tract of land located in the West Half of the Southwest Quarter of Section 31, Township 25 North, Range 105 West of the 6th P.M., Sweetwater County, Wyoming, described as follows: Beginning at the southwest corner of said Section 31; thence North 00 degrees 09" West, along the West section line, a distance of 1849.83 feet; thence North 89 degrees 45' East, parallel to the south line of Section 31, a distance of 1177.40 feet; thence South 00 degrees 09' West, parallel to the west line of Section 31, a distance of 1849.83 feet East to a point on the South line of Section 31; thence South 89 degrees 45' West along the South line of Section 31, a distance of 1177.40 feet, to the Southwest corner of said Section, the point of beginning.

WHEREAS, the Sweetwater County Planning and Zoning Commission held a public hearing in accordance with the procedural requirements of the County's Zoning Resolution on December 14, 2011 to consider the applicant's request; and,

WHEREAS, after due consideration and discussion, the Planning and Zoning Commission voted 5-0 to recommend approval of this request with the following conditions:

1. The Conditional Use is personal to Mr. Rob Cannon.
2. The applicant will abide by the 2006 International Fire Code.
3. The Conditional Use is valid for a period of 5 years.
4. Staff must provide information to the Board of County Commissioners explaining why the previous Conditional Use did not allow for the use of the building.

NOW THEREFORE, the Sweetwater County Planning and Zoning Commission recommends that this request be APPROVED as conditioned.

Dated this 14th day of December, 2011.

Attest:

Sweetwater County
Planning and Zoning Commission

Steven Dale Davis, County Clerk

Dan Scheer, Chairman

RESOLUTION 12-01-ZO-03
CANNON OIL & GAS WELL SERVICE, INC.
CONDITIONAL USE PERMIT - TEMPORARY CONSTRUCTION/STORAGE YARD

WHEREAS, Cannon Oil & Gas Well Service, Inc. has requested a Conditional Use Permit, in accordance with Section 6 of the Sweetwater County Zoning Resolution, to allow a temporary construction/storage yard including storage of work over rigs, mechanic work and secured equipment storage on a parcel of land owned by Elaine Cannon and legally described as:

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WHEREAS, the Sweetwater County Board of County Commissioners held a public hearing in regards to this matter on January 3, 2012 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 applicant's request be APPROVED.

Dated this 3rd day of January, 2012.

Sweetwater County
Board of County Commissioners

Wally J. Johnson, Chairman

Gary Bailiff, Member

John K. Kolb, Member

Don Van Matre, Member

Attest:

Steven Dale Davis, County Clerk

Reid O. West, Member

RESOLUTION 12-01-ZO-03
CANNON OIL & GAS WELL SERVICE, INC.
CONDITIONAL USE PERMIT - TEMPORARY CONSTRUCTION/STORAGE YARD

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WHEREAS, the Sweetwater County Board of County Commissioners held a public hearing in regards to this matter on January 3, 2012 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 applicant's request be APPROVED with the following conditions:

1. The Conditional Use is personal to Mr. Rob Cannon.
2. The applicant will abide by the 2006 International Fire Code.
3. The Conditional Use is valid for a period of 5 years.

Dated this 3rd day of January, 2012.

Sweetwater County
Board of County Commissioners

Wally J. Johnson, Chairman

Gary Bailiff, Member

John K. Kolb, Member

Don Van Matre, Member

Attest:

Steven Dale Davis, County Clerk

Reid O. West, Member

RESOLUTION 12-01-ZO-03
CANNON OIL & GAS WELL SERVICE, INC.
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WHEREAS, the Sweetwater County Board of County Commissioners held a public hearing in regards to this matter on January 3, 2012 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 applicant's request be DENIED.

Dated this 3rd day of January, 2012.

Sweetwater County
Board of County Commissioners

Wally J. Johnson, Chairman

Gary Bailiff, Member

John K. Kolb, Member

Don Van Matre, Member

Attest:

Steven Dale Davis, County Clerk

Reid O. West, Member



Sweetwater County, Wyoming Conditional Use Permit Application

Sweetwater County Community Development
80 West Flaming Gorge Way, Suite 23
Green River, WY 82935
p: (307) 872-3914 / 922-5430 f: 872-3991
Application Fee: \$150.00

Date of Submittal: 10-11-11
Permit Number: _____
Present Zoning: A
PID: 04- 2505 - 31 - 3 - 00 - 031 - 00

(Office Use Only)

Conditional Use Permit Resolution # _____ Date: _____

Approved Approved with Conditions Denied

Date of Action: _____ Signature: _____
Community Development Official

INSTRUCTIONS: Prior to completing your application, it is strongly recommended that you schedule and attend a pre-application meeting with Sweetwater County Engineering and Community Development.

Completely fill out application. Attach all required supporting documentation. Incomplete and/or illegible applications will be returned. As a condition of approval of your Conditional Use Permit, you must obtain all necessary County Health, County Engineering and County Zoning Permits (septic permit, address & access permits, construction, use etc.) before you can establish the use of your property or commence construction. Additional information may be required following review of your application by the staff for public hearings before the Planning and Zoning Commission or the Board of County Commissioners. Such additional information must be provided before your application is approved or forwarded to the next level of review. By act of submittal the applicant certifies that information submitted is true, accurate and complete and authorizes the county to rely on the veracity of such information and certification.

PROPERTY INFORMATION:

County Assigned Address: 99 Griffinsville Loop Road, Farson-Eden Lot Size: 10 approx. (acres)

Project Location: Quarter: SW Section: 31 Township: 25 N Range: 105 W

Subdivision Name: _____ Lot: _____ Block: _____

Property Identification Number: 04 - 2505 - 31 - 3 - 00 - 031 - 00

GENERAL INFORMATION:

Cannon Oil & Gas Well Service, Inc.
Applicant Name
348 Turret Dr., Rock Springs, WY 82901
Applicant Mailing Address
307-382-9465
Telephone/Email

Elaine Cannon
Land Owner of Record
750 Riverview Dr., Green River, WY 82935
Owner's Mailing Address
307-875-6598
Telephone/Email

Clark D. Stith, Attorney
Agent Business Name & Primary Contact
505 Broadway, Rock Springs, WY 82901
Agent Mailing Address
307-382-5565/ clarkstith@yahoo.com
Telephone/Email

Randy J. Hansen, JFC Engineers
Engineer/Contractor Business Name & Primary Contact
1515 9th St. Ste. A Rock Springs, WY 82901
Engineer/Contractor Mailing Address
307-362-7519
Telephone/Email





Sweetwater County, Wyoming Hazardous Chemical Inventory

Local Emergency Planning Committee (307) 922-5369

Facility Location

Name: Cannon Oil & Gas Well Service, Inc.
 Location: 348 Turret Dr.
 City, State & Zip: Rock Springs, WY 82901
 Phone: 307-382-9465

Owner/Operator

Name: Rob Cannon
 Mailing Address: 348 Turret Dr.
 City, State & Zip: Rock Springs, WY 82901
 Phone: 307-382-9465

Emergency Contact (local)

Name: Marleen Schuss
 Title: Manager
 Phone: 307-382-9465
 24 Hour Phone: _____

Emergency Contact (local)

Name: _____
 Title: _____
 Phone: _____
 24 Hour Phone: _____

For the safety of our First Responders, the Sweetwater County Local Emergency Planning Committee requests that you advise us of any hazardous materials that are used, stored, manufactured, or transported to or from your facility that are in quantities more than 10 gallons or 50 pounds.

Date of Report: N/A

Check One: Initial Report Updated Report

Chemical Description	Inventory (Specify amounts listed in pounds or gallons)	Storage Locations & Container Type (Attaching site plan is optional)
Hazard Class: <u>N/A</u> <small>(taken from package label)</small> UN Number: <u>N/A</u> <small>(if on label)</small> Chemical Name: <u>N/A</u> Product Name: <u>N/A</u>	Max. Daily Amt: _____ Avg. Daily Amt.: _____ Number of days per year on site: _____	Container Type: _____ Location: _____
Hazard Class: <u>N/A</u> <small>(taken from package label)</small> UN Number: <u>N/A</u> <small>(if on label)</small> Chemical Name: <u>N/A</u> Product Name: <u>N/A</u>	Max. Daily Amt: _____ Avg. Daily Amt.: _____ Number of days per year on site: _____	Container Type: _____ Location: _____

Please copy this page if needed for additional chemicals.

Certification: I certify that I have personally examined and am familiar with the information submitted in pages one through _____, and that, based on my inquiry of those individuals responsible for obtaining the information, I believe that the submitted information is true, accurate, and correct.

No Hazardous Chemicals will be stored on our property or used in conjunction with this permit.

Printed Name & Official Title of Owner/Operator OR
Owner/Operator's Authorized Representative

Signature

Date Signed

Current and Proposed Structures and Use Information

Briefly answer the following questions:

What listed conditional use are you applying for (see Zoning Resolution)? Provide a detailed narrative describing your proposed conditional use and development. Use additional paper if necessary.

Temporary construction/storage yard including storage of work over rigs, consistent with historic use of the property which would continue to be used for mechanic work and to provide secured equipment storage. There is also an existing home on the property.

What new structures do you propose to build and describe the proposed uses within those structures (include construction type, foundation type and dimensions for each structure)? Use additional paper if necessary.

Applicant does not plan to build additional structures on the property at this time.

Duration of Use and Hours of Operation

Duration of Use: How long do you propose to operate your conditional use? What is the time frame for the operation of your proposed conditional use are you requesting?

Applicant's use of this area as a storage facility dates from approximately 1990. Given that applicant's use predates the adoption of the 2003 zoning resolution, applicant requests that, consistent with Sections 3.A.6 and 3.B.4, no time limit be imposed.

Hours of Operation: What are your proposed portions of the year, days of the week and hours of operation?

Estimated work is approximately fifteen (15) days per year, consistent with use for the previous five (5) years. Days of the week is typically Monday through Friday, 8 a.m. to 4 p.m.

Water, Sewer and Fire Protection Information

Water Supply: Describe your source and supply of water. Provide state permit numbers for wells or surface water appropriations. If within a public water district service area, then please provide proof that you have secured a service connection (water tap) for the property.

Source of water is well water.

Sewage Disposal: Describe your method of sewage disposal. Provide County Health Department permit numbers for septic or other private systems. If within a public sewer district service area, provide proof that you have secured a service connection (sewer tap) for the property. For septic or other private permits contact the County Health Department at (307) 872-3930.

Sewage disposal is accomplished with a septic system. There is also a portable toilet located on the property for employee use.

Fire Protection. All developments shall comply with the most recently adopted edition by Sweetwater County of the International Fire Code. How do you plan to provide fire protection to your development? Describe your water source for fire protection. If you have questions concerning fire protection, please contact the County Code Enforcement Specialist at 307-872-3920.

Farson/Eden Fire Department provides fire protection.

Parking, Loading and Vehicles

Vehicles: Describe the vehicles associated with your existing and proposed use. Include a description of the number, type, frequency of daily trips, and show on your site plan where they are stored or parked.

Approx. fifteen (15) days per year, there could be 1-2 trucks on the property, consistent with historic use. 0-3 work over rigs could be stored on the property when not in use in the field. Work over rigs are stored inside one of the shops on the property. Semi-trucks could make 0-2 trips/year to the prop

Parking: Describe how many parking spaces your proposed use will require and estimate how many of these will be for customers and how many will be for employees. Show parking spaces on site plan. With what material (asphalt, concrete or gravel) do you propose to surface your parking spaces?

As consistent with previous use on the property, there will be no customers on this site. Normally, only 1-2 parking spaces could be required for pick-up trucks for the approximately 15 days/year that vehicles would be present.

Loading Areas: Describe the types of vehicles that will be involved in loading and unloading materials on your property. Explain what they will be picking-up or delivering and the frequency and hours of this activity. Show loading area on site plan. Identify the number, size, and location of loading spaces required on your site plan.

Equipment would be delivered by semi-truck. Please see site plan for details. Semi-trucks could make 0-2 trips per week to the property in a typical year.

Access Plan to Property: If heavy truck or vehicle traffic needs to access your proposed development through or adjacent to residential areas, please describe how you will mitigate traffic and safety concerns. Please show access plan to property on your site plan.

There are no residential areas in the vicinity.

Health and Safety Issues

Combustible/Flammable/Hazardous/Explosive/Radioactive Fuels, Wastes and Materials: For these materials describe the type, quantity, location and manner of storage, and emergency mitigation plan. Blueprints of storage facility must be submitted including dimensions and setbacks. For hazardous materials, file a Hazardous Materials Inventory Form or show proof that you report under separate regulations (Tier III or other). For more information contact Sweetwater County Emergency Management at (307) 922-5370.

There are four empty propane tanks located on the property stored within the fenced area. There is a 1000 gallon propane tank used to heat the home and one shop.

Waste/Garbage Disposal: Describe the type and quantity of wastes that will be generated, how they will be stored until disposed, how you propose to dispose of these wastes and frequency of disposal.

Cannon employees haul any and all garbage from the property as it is generated. Any unused equipment is stored for potential recycling and/or reuse.

Outside Work: Describe any outside or exterior work that may occur on your premises. What type of external effects (off premises) will this outside work have? Show on site plan.

Other than inspection and routine maintenance on the work over rigs and other equipment and loading and unloading of equipment, there is no work conducted on the outside or exterior of the premises. This will be consistent with historic use of the property.

External Effects: Describe any noise, lights, odors, glare, emissions or other off premise affects that will be produced by your proposed use. Explain how you will mitigate these issues and potential nuisances.

Emissions are no more than that associated with the intermittent operation of one typical diesel motor.

Flood Plain/Wetland: Is your property located in a flood plain? If yes, see disclaimer provided as a part of this application.

Not to applicant's knowledge.

Drainage: Describe how surface runoff will drain from your property. Show direction of drainage on site plan. For Commercial and Industrial uses a drainage plan certified by a Wyoming Licensed Professional Engineer will be required.

Please see attached site plan.

Hillside Protection: Is your property within the Growth Management Area? Does your property contain land areas with slopes 15% or greater? If so, Sweetwater County's Supplement Slope Regulations apply. (Show areas on site plan.) Will your proposed development disturb or affect these slope areas? If yes, explain how you plan to mitigate potential erosion, runoff, fire hazard, slope stability, air quality, drainage or other problems that may result from the utilization of or affect upon these hillsides. A Hillside Management Plan certified by a Wyoming Licensed Professional Engineer is required in preparing your site and access plans.

No, not applicable.

Dust and Erosion Control Plan: Describe in detail your plans to stabilize your site in order to control blowing dust and runoff from your property. Describe any structures you plan to build to control manure or other runoff. Show over lot drainage and how it enters onto your neighbor's property on your site plan.

Due to the minimal impact on the property, significant dust is not expected.

Aesthetic Considerations

Sweetwater County encourages development in a manner that maintains or improves the aesthetic appearance of our communities. The developer is encouraged to address the following suggested site plan elements in their project and to implement their own ideas to improve aesthetics and enhance development.

Landscaping: Describe and show on site plan how you plan to implement and maintain any proposed landscaping.

Consistent with historical use, additional landscaping is not expected.

Lighting: Describe your plans for exterior lighting and show on site plan. The County encourages down focused sodium vapor lighting to avoid glare and at least one exterior light for security purposes.

One exterior light is depicted on one shop.

Building Style: Describe the type, construction and exterior finish of your proposed structure. Structures which are well built and aesthetically pleasing are encouraged. Earth tone exterior finishes blend in well.

Applicant does not intend to construct any additional structures at this time.

Signs: Describe the nature and location of any signs you will have on your property. Consider how these will enhance your business and the entrances to our communities.

Applicant does not intend to place signage on the property.

Outside Storage: Please describe the materials or equipment that will be in exterior storage on your property and show on site plan.

Miscellaneous oil field and farm equipment, work over rigs and other equipment will be stored inside the two shops. Total square footage of the shops is approximately thirteen thousand (13,000) sq. ft. See site plan.

Screening/Fencing: Describe your plans for screening exterior storage. Describe the type of screening material, color, height and how you plan to maintain the screening. Show areas to be screened on site plan.

This remote location is currently fenced in with a locked gate.

Scenic and Highway Frontage Areas: Describe in detail and show on site plan your plans for developing within areas that have these special values. How will you make your development blend in with environmentally sensitive areas?

Not applicable.

Growth Management Area: Agriculture Supplemental Regulations

If you plan to establish animals for commercial or private use on Agriculturally zoned land within the Growth Management Area, please answer the following questions:

Conditional Use Permit Overlay for Animals for Private Use on Agriculturally zoned land within the Growth Management Area: If you plan to establish animals for private use please check one of the following that applies to the location of your parcel:

- Agriculturally zoned land within 1/4 mile of a CRS, B, C, I-1, R-1, R-3, or MH zoning district.
- Agriculturally zoned land one mile from the boundaries of an incorporated city.
- Agriculturally zoned land outside of one of the above areas. If you check this box, a Conditional Use Permit is not needed.

Conditional Use Permit Overlay for Animals for Commercial Purposes on Agriculturally zoned land within the Growth Management Area. If you are planning to establish animals for commercial purposes on agriculturally zoned land within the Growth Management Area, describe your proposed Commercial Use below. Such commercial use could include corrals for profit or gain, boarding or keeping of animals, kennels and etc. Commercial Feeding Operations require a zone change.

Not applicable.

Proposed Animal Use: Describe proposed animal use. Include the numbers, types of animals, projected litter sizes and the time frames of animal use and occupation. Show animal use areas on site plan.

Not applicable.

Animal Waste Management: Describe your plans for disposing of solid and liquid animal wastes. Detail your plans for properly managing odors and blowing waste dust and debris. Show on your site plan any waste disposal areas and associated diking or other structures to control the offsite effects of animal wastes. A certified nutrient management plan may be required.

Not applicable.

Animals Feeding Plan: Describe feed and hay storage, feeding operation and plan for minimizing dust and debris resulting from such activities.

Not applicable.

Animal Mortality Plan: Describe your plan for removing dead animals associated with your operation.

Not applicable.

IMPORTANT NOTICES

WETLANDS NOTICE The U.S. Army Corps of Engineers has strict regulations regarding wetlands use and development. What the Corps considers a "wetland" may not be easily recognized as such. Sweetwater County DOES NOT administer any federal wetlands policies or programs. Sweetwater County DOES NOT require any federal wetland permits or approvals when considering your proposed land use. Issuance of a permit DOES NOT indicate that you are in compliance with the Corps' regulations. YOU ARE RESPONSIBLE for identifying wetlands and complying with all applicable regulations. Contact the Corps' Wyoming Regulatory Office in Cheyenne at (307) 772-2300, 2232 Del Range Blvd., Suite 210, Cheyenne, Wyoming 82009.

FLOOD PLAIN INSURANCE Sweetwater County DOES NOT participate in the Federal Flood Insurance Program. National Flood Insurance is not available. In the event of a flood and damage to your property, federal financial aid may not be available. Consult your private insurance carrier. Sweetwater County DOES NOT identify or catalog flood plains or areas prone to flooding. Sweetwater County discourages development in a flood plain as a matter of common sense; but does not prohibit it and your permit will not be denied simply because you may be building in a flood plain. YOU ARE RESPONSIBLE AND LIABLE for the natural consequences of building in a flood plain or an area prone to flooding.

STATE FIRE CODE REQUIREMENTS Wyoming Statute §35-9-108 requires that new construction or remodeling plans for all publicly owned buildings or buildings that are regularly frequented by the public (such as child care centers, night clubs, restaurants, bars, lodge halls, theaters, churches, meeting halls, etc.) be reviewed and approved by the State Fire Marshall (Wyoming Department of Fire Prevention and Electrical Safety, (307) 777-7288, Herschler Buildings, 1st Floor West, Cheyenne, Wyoming 82002). YOU ARE RESPONSIBLE for determining the need for review of your plans by the State Fire Marshall. If your plans are subject to review then submit two (2) complete sets of construction plans to the Sweetwater County Code Enforcement Specialist at 80 Flaming Gorge Way, Suite 23, Green River, WY 82935 (307) 872-3920. The Code Enforcement Specialist will coordinate with the State Fire Marshall's office. YOU ARE RESPONSIBLE for complying with state laws and regulations. Issuance of a County permit does not waive the state review and approval requirement nor does it indicate that you are in compliance with state codes and regulations. If the State Fire Marshall requires changes to a county approved site plan or permit, a revised application and site plan must be submitted to the County.

Applicant Certification

The undersigned hereby certifies and acknowledges that they:

- Are responsible for identifying and complying with all applicable federal, state and local regulations concerning the use of and/or construction upon their property.
- Received a copy of the applicable zoning district regulations; have read and understand them; and, will abide by them.
- Provided information that is true, accurate and complete with the intent that the County relies upon such information.
- Accurately identified the legal boundaries of their property.
- Actually located in the ground from a previous survey, or had surveyed and set in the field, permanently and properly marked and monumented lot corners.
- Provided a true, accurate and complete site plan based on legal boundaries and actual lot corners.
- Have an unencumbered legal right to possess, use and occupy the subject property in the manner proposed.
- Grant Sweetwater County, its agents and employees, the right of ingress and egress to their property as reasonably necessary to process this application and to determine compliance with county regulations or conditions of this permit once it is granted.
- Will comply with Conditional Use Permit Conditions as set by the Board of County Commissioners.


Signature of Applicant (Required)

10/16/2011
Date


Signature of Land Owner of Record (Required)

10/16/2011
Date

Cannon Oil & Gas Well Service, Inc.
Print Name

Elaine Cannon
Print Name


Signature of Agent

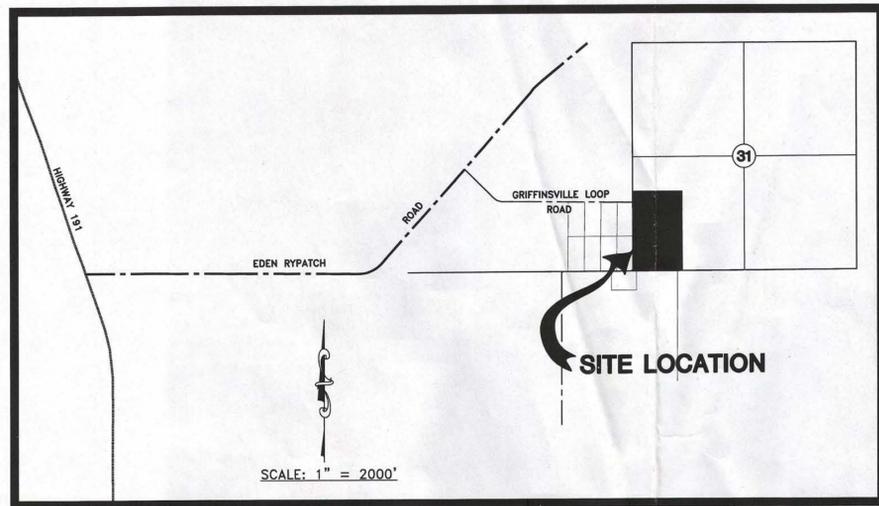
10/11/2011
Date

Clark Stith, Attorney
Print Name

NOTE:

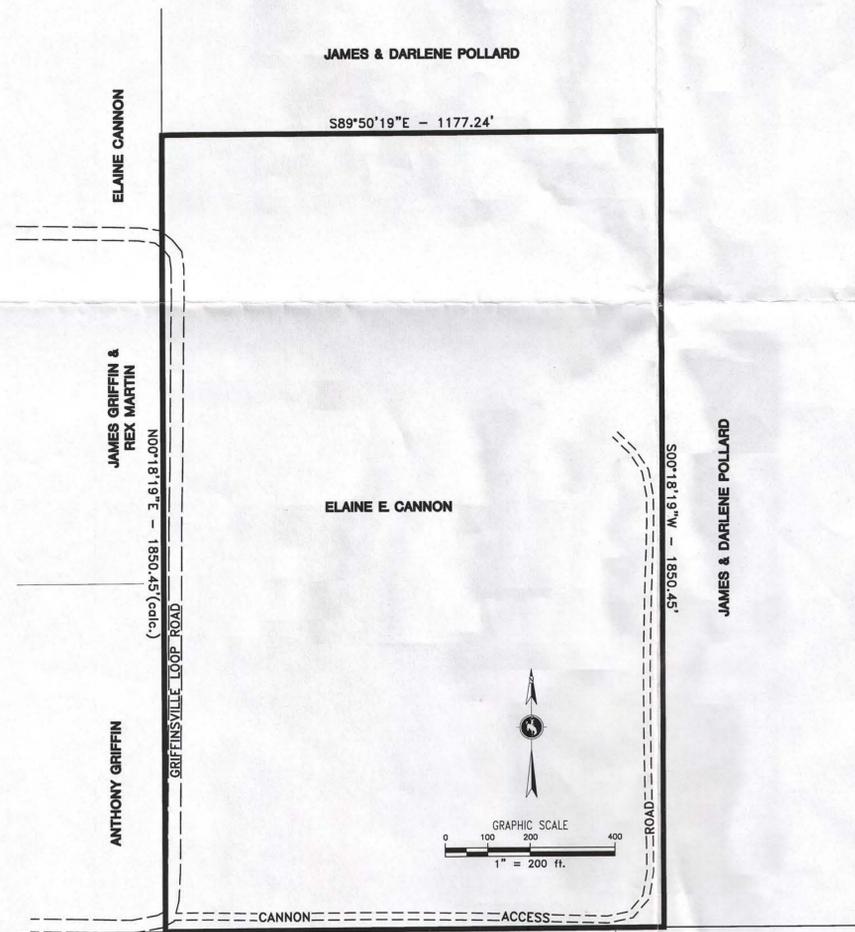
Applicant = Person legally responsible for construction & operation
Agent = Attach written legal authority to act on behalf of the applicant/owner.
Land Owner of Record = In cases where a signature is hard to obtain, a copy of Lease granting permission for project may substitute for signature.

Note: Provide proof of ownership if you acquired the property within the last year. Applications not signed by the person (or by an authorized agent on behalf of the entity) identified as the owner by the Sweetwater County Assessor's Office will be returned.



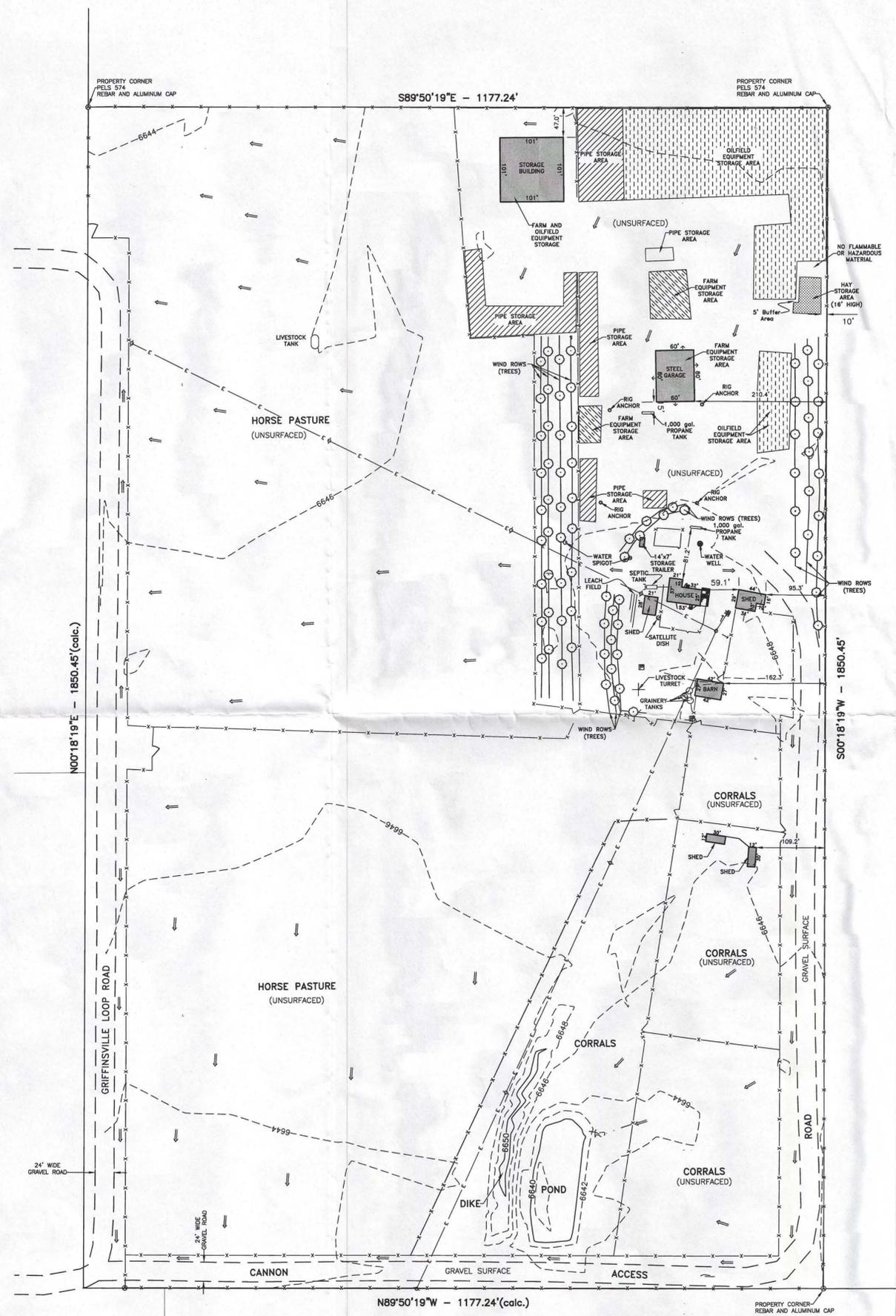
VICINITY MAP

SW 1/4, SECTION 31,
T 25 N, R 105 W



OVERALL MAP

1" = 200'



SITE PLAN

1" = 100'

ZONING DATA - SWEETWATER COUNTY

The property described on this survey is zoned A-Agricultural. The minimum setback from any lot line or public right-of way shall be as follows:

Fifteen (15) feet from all property lines provided, however, that all structures housing farm animals shall be at least one hundred (100) feet from all residential, business, or commercial districts.

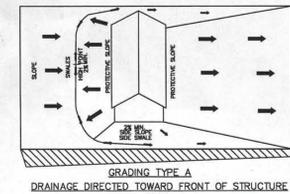
No minimum Lot width.

No minimum Lot area, except that where permanent residential occupancy is conducted as an Accessory Use, there shall be at least thirty-five (35) acres of land area for each permanently occupied dwelling unit.

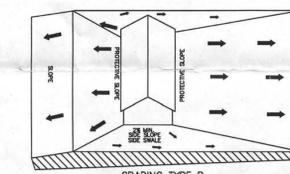
Structures may be erected to any safe height not in conflict with other regulations.

NOTES:

- No flammable or hazardous material will be stored in existing structures or in Oilfield Equipment Storage Area.
- No change shall be made in the use or occupancy of any structures. The house will continue to be used as living quarters. All sheds shall continue to be used for storage of agricultural equipment. The 60'x80' steel garage will be used for storage of agricultural equipment. The 101'x101' storage building will be used for storage of agricultural and oilfield equipment.
- There are no culverts or other drainage structures on the site.
- No flammable or hazardous material will be stored near the existing hay storage area.
- Unsurfaced Areas - Water will be applied as necessary to control dust.



GRADING TYPE A
DRAINAGE DIRECTED TOWARD FRONT OF STRUCTURE
TYPICAL



GRADING TYPE B
DRAINAGE DIRECTED TOWARD REAR OF STRUCTURE
TYPICAL

THE INTENT OF THE ABOVE SHOWN GRADING SCHEMES IS TO PROVIDE DRAINAGE AROUND EACH STRUCTURE AND TO DIRECT WATER AWAY FROM THE STRUCTURES QUICKLY. IT IS THE RESPONSIBILITY OF PROPERTY OWNER TO BUILD AND LANDSCAPE TO PRESERVE AND ENHANCE THE OVERLOT GRADING AND THE DRAINAGE SCHEME.

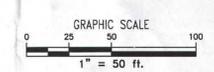
A MINIMUM FALL OF SIX INCHES IN THE FIRST TEN FEET AWAY FROM STRUCTURES IS RECOMMENDED.

Drainage from this property will not adversely affect adjacent property owners and I hereby approve the drainage plan as shown hereon.



- SYMBOLS**
- ☐ POWER BOX
 - POWER POLE
 - ⊗ LIGHT POLE
 - ⊞ POWER METER
 - ← GUY ANCHOR
 - ⊙ WATER WELL
 - ⦿ WATER SPIGOT
 - ⇐ DRAINAGE DIRECTION

- LINETYPES**
- X — X — EXISTING FENCE
 - E — E — WINDROW
 - O — O — OVERHEAD POWER



RECEIVED
OCT 11 2011
SWEETWATER COUNTY
PLANNING & ZONING DEPT.

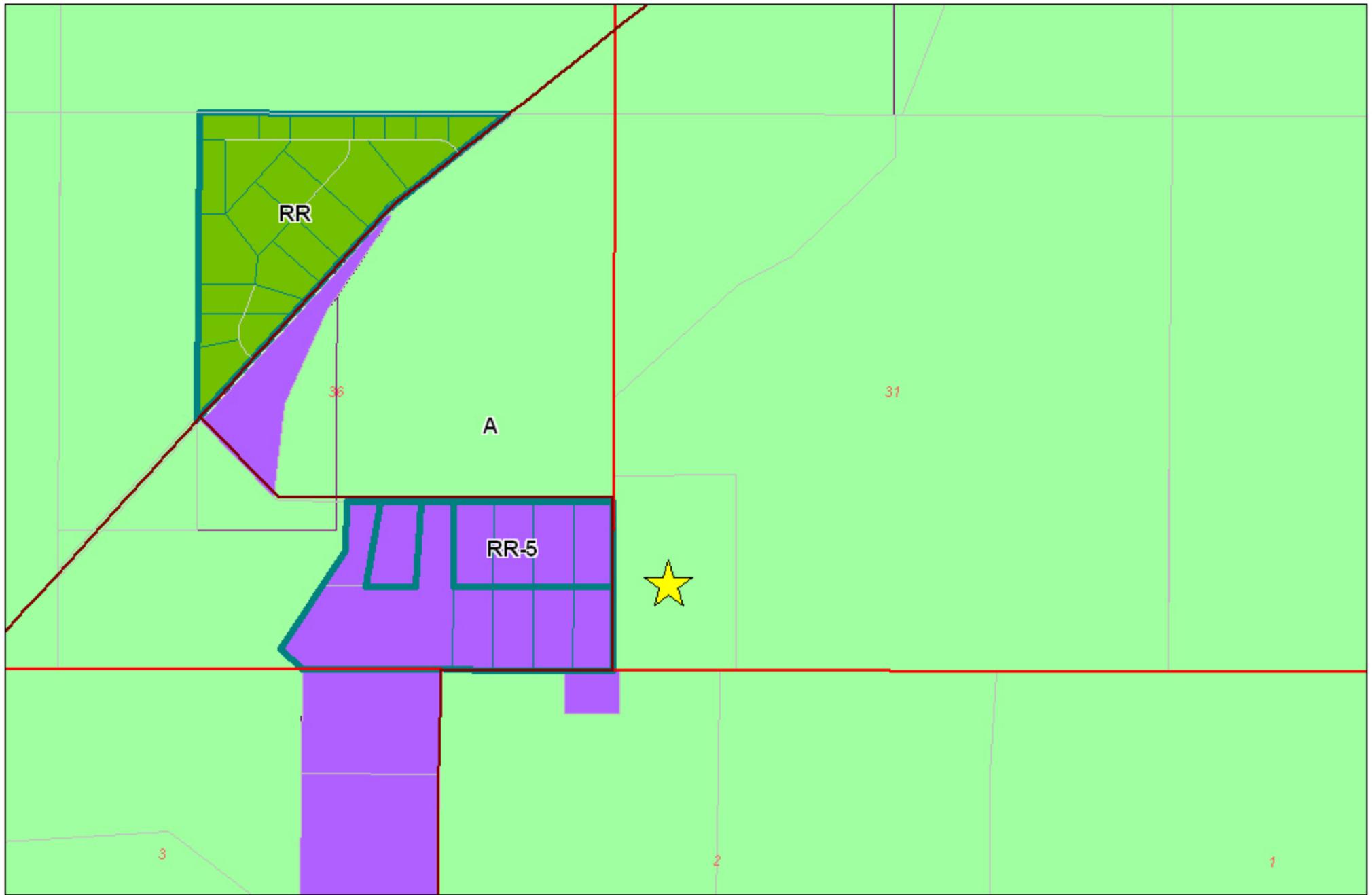
1515 NINTH STREET
ROCK SPRINGS, WY 82901
PHONE (307) 362-7519
FAX (307) 362-7569
http://www.jfc-wyo.com

JFC ENGINEERS SURVEYORS

PROJECT TITLE:
CANNON SITE PLAN & CONDITIONAL USE MAP
SW 1/4 SECTION 31, T25N, R105W, 6th P.M.,
CANNON OIL & GAS WELL SERVICE, INC.
EDEN, WYOMING

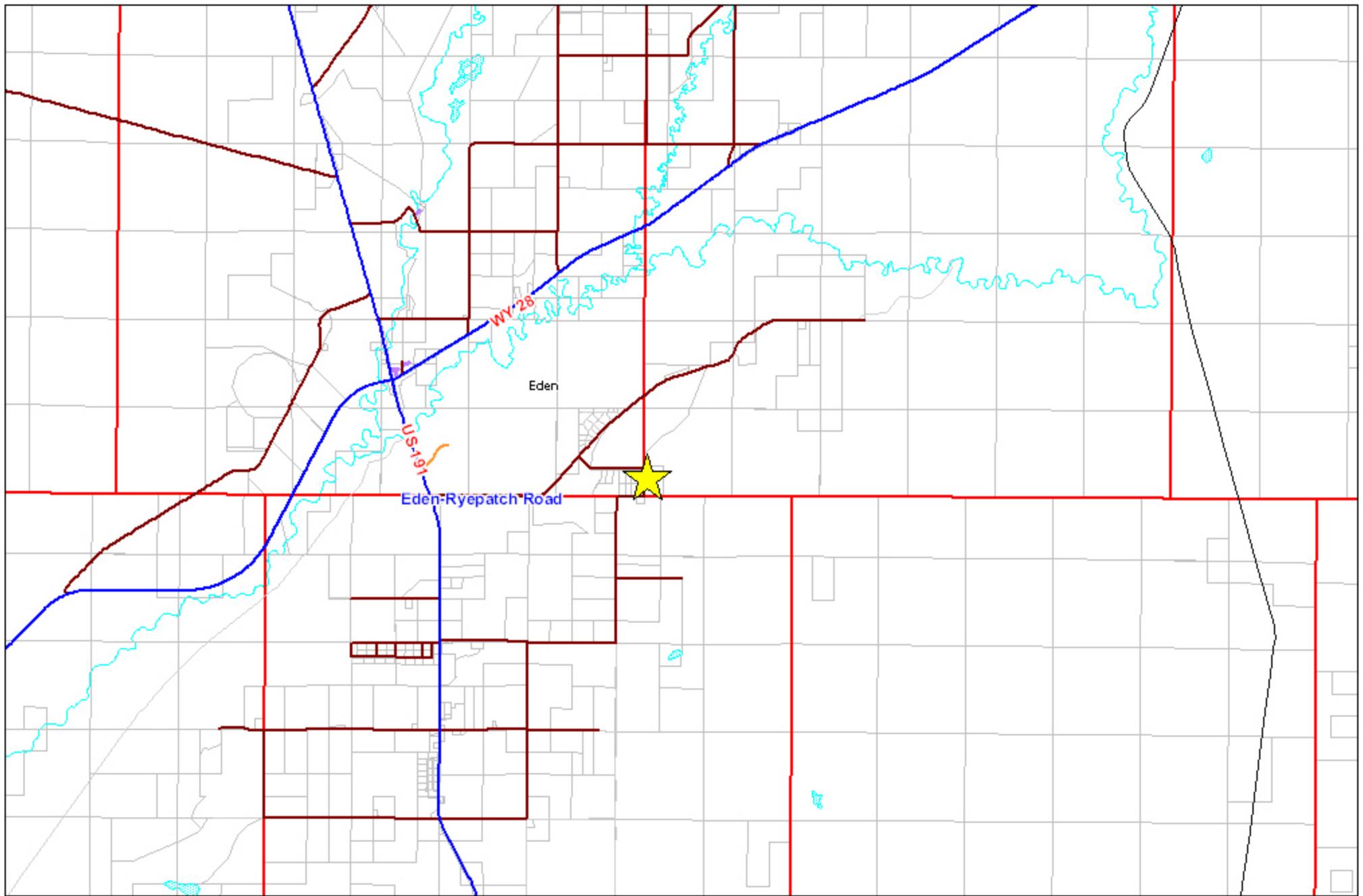
DRAWING TITLE:
SITE PLAN &
OVERALL MAP

DRAWN BY:
MBO/TLW
CHECKED BY:
RJH
SCALE:
AS NOTED
DATE:
REV 6/03/09
PROJECT NO:
8172-09E
SHEET NO:



Cannon Oil & Gas Well Service, Inc.
Conditional Use - Temporary Construction Yard

Exhibit B
Zoning Map



Cannon Oil & Gas Well Service, Inc.
Conditional Use - Temporary Construction Yard

Exhibit C
Vicinity Map

PUBLIC HEARING ITEM 4

**RALPH AND SHIRLEY DELAMBERT
CONDITIONAL USE PERMIT - RENEWAL
STORAGE YARD**

A (AGRICULTURE)

**BOARD OF COUNTY COMMISSIONERS Meeting
JANUARY 3, 2012**

Prepared by:

Sweetwater County Land Use Development
80 W. Flaming Gorge Way
Green River, WY 82935
(307) 872-3914

STAFF REPORT
RALPH & SHIRLEY DELAMBERT
Conditional Use Permit Renewal – Storage Yard

APPLICANT/OWNER:

Ralph & Shirley Delambert
22 Eden N 1st East
Eden, Wyoming 82932

PID: 04-2506-20-3-00-046.00

APPLICATION: PZ 11-024

APPLICATION SUMMARY (SEE EXHIBIT A - APPLICATION):

The applicant is requesting a renewal of a Conditional Use Permit for a temporary construction yard as requested by Ralph and Shirley DeLambert. The Planning and Zoning Commission recommended approval, and the conditional use permit was approved on January 2, 2008 by the Sweetwater County Board of County Commissioners for a period of 5 years, which expires on January 2, 2013. **(See Resolution 08-01-ZO-01)**

In the application, the applicant explains the operation as follows:

- The area of land for storage will include storage of oilfield trucks, up to 4 drill rigs and related equipment.
- The area will be for a temporary construction/storage yard for a period of ten years
- The areas for storage and parking are specified by the applicant
- No new structures will be constructed.
- There is a private well at the residence next to yard
- Private sewage will be used at adjacent residence site (owned by the DeLamberts).
- The vehicles associated with the conditional use will be oilfield trucks and equipment.
- There will be approximately 40 acres of storage area.
- Repair/routine service work may be done on trucks and equipment.
- The storage area will not be visible from Highway 191.
- If lighting is needed or required, it will be sodium vapor, down focused.
- The property was previously graded and used as a Highway Department equipment yard.
- Hours of operation are intended for daylight hours only, however, oilfield operational requirements may include some nighttime hours.
- This application does not include the storage of fuels on site.
- A road maintenance agreement with Sweetwater County may be required due to the storage of drill rigs on the site.

ZONING CLASSIFICATION (SEE EXHIBIT B - ZONING MAP):

The property is currently zoned as A (Agriculture).

LEGAL DESCRIPTION (SEE EXHIBIT C - VICINITY MAP):

A parcel of land located within Farm Unit W-13, 40 acres within Sections 20 and 21 Township 25 North, Range 106 West, of the 6th Principal, Sweetwater County, Wyoming.

PUBLIC NOTICE:

Adjacent Property Owner Notice Sent:	November 14, 2011
Public Hearing Notice Advertised:	November 14, 2011
Sign Posted:	November 15, 2011

PUBLIC COMMENTS:

None at the time of this report.

AGENCY COMMENTS:

WYDOT: No issues w/proposal. If the use is substantial over a significant period of time WYDOT recommends (traffic) Turn Analysis (primarily left turn) to be looked at prior to approval.

QUESTAR GAS: We do not have concerns with this use.

SWEETWATER COUNTY ENGINEER: The county road that will be utilized to access the site is Lower Farson Cutoff Road (CR 4-8). This road is predominately utilized and built for rural agricultural use (Rural Minor Collector) and may not be sufficient for additional types of uses. Possible damage to roads may require increased maintenance, repairs or reconstruction depending on the severity of the damage from possible uses.

If it is desired to allow this Conditional Use Permit, it is recommended to only allow it for a period of 2 years (consistent with first time requests) so that if any problems arise from approval, they may be addressed in a future renewal.

Since the request is general in nature and a specific detailed use is not being requested, it is extremely hard to evaluate the impacts to the road without knowing the number of trips, types of vehicles, time of year for intended use, etc. Various attempts have been made in the past to mitigate these concerns including 1) bonding, 2) maintenance plans submitted and accepted by the County Engineer showing the details of use and 3) Maintenance Agreement sharing responsibility for road maintenance such as blading, additional crushed base and dust control agents.

STAFF COMMENTS:

Staff recommends the following conditions be attached to the Planning and Zoning Commission recommendation:

1. Conditional Use Permit is personal to the applicant and the applicant must abide by the terms of their conditional use application.
2. Conditional Use Permit to be valid for a period of ten (10) years.

To insure that the conditionally permitted use does not unreasonably impose adverse impacts on the health, safety, and general welfare of the County or on adjacent or nearby properties or residents, the County may impose certain special conditions including, but not limited to, the following (Section 6.A. Sweetwater County Zoning Resolution)

1. Duration of use
2. Extension of the C.U.P
3. Hours of Operation.
4. Site and/or building improvements
5. Parking requirements
6. Sewer and water requirements

RECOMMENDATION 11-12-ZO-03
SHIRLEY DELAMBERT - CONDITIONAL USE PERMIT
STORAGE OF OILFIELD TRUCKS, DRILLING RIGS AND OTHER RELATED
EQUIPMENT

WHEREAS, Shirley DeLambert has requested a Conditional Use Permit, in accordance with Section 6 of the Sweetwater County Zoning Resolution, to allow the storage of oilfield trucks, drilling rigs and other related equipment on a parcel of land owned by Ralph and Shirley DeLambert and legally described as:

35 acres located in Sections 21 and 28, Township 25 North, Range 106 West of the 6th Principal Meridian, Sweetwater County, Wyoming.

WHEREAS, the Sweetwater County Planning and Zoning Commission held a public hearing in accordance with the procedural requirements of the County's Zoning Resolution on December 14, 2011 to consider the applicant's request; and,

WHEREAS, after due consideration and discussion, the Planning and Zoning Commission voted 5-0 to recommend approval of this request with the following conditions:

1. The Conditional Use is valid for a period of 5 years.
2. The applicant must enter into a maintenance agreement sharing responsibility for road maintenance and the cost of that maintenance if found from the County Engineer.

NOW THEREFORE, the Sweetwater County Planning and Zoning Commission recommends that this request be APPROVED as conditioned.

Dated this 14th day of December, 2011.

Attest:

Sweetwater County
Planning and Zoning Commission

Steven Dale Davis, County Clerk

Dan Scheer, Chairman

**RESOLUTION 12-01-ZO-04
SHIRLEY DELAMBERT - CONDITIONAL USE PERMIT
STORAGE OF OILFIELD TRUCKS, DRILLING RIGS AND OTHER RELATED
EQUIPMENT**

WHEREAS, Shirley DeLambert has requested a Conditional Use Permit, in accordance with Section 6 of the Sweetwater County Zoning Resolution, to allow the storage of oilfield trucks, drilling rigs and other related equipment on a parcel of land owned by Ralph and Shirley DeLambert and legally described as:

35 acres located in Sections 21 and 28, Township 25 North, Range 106 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 January 3, 2012 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 applicant's request be APPROVED.

Dated this 3rd day of January, 2012.

Sweetwater County
Board of County Commissioners

Wally J. Johnson, Chairman

Gary Bailiff, Member

John K. Kolb, Member

Don Van Matre, Member

Attest:

Steven Dale Davis, County Clerk

Reid O. West, Member

**RESOLUTION 12-01-ZO-04
SHIRLEY DELAMBERT - CONDITIONAL USE PERMIT
STORAGE OF OILFIELD TRUCKS, DRILLING RIGS AND OTHER RELATED
EQUIPMENT**

WHEREAS, Shirley DeLambert has requested a Conditional Use Permit, in accordance with Section 6 of the Sweetwater County Zoning Resolution, to allow the storage of oilfield trucks, drilling rigs and other related equipment on a parcel of land owned by Ralph and Shirley DeLambert and legally described as:

35 acres located in Sections 21 and 28, Township 25 North, Range 106 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 January 3, 2012 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 applicant's request be APPROVED with the following conditions:

1. The Conditional Use is valid for a period of 5 years.
2. The applicant must enter into a maintenance agreement sharing responsibility for road maintenance and the cost of that maintenance if found from the County Engineer.

Dated this 3rd day of January, 2012.

Sweetwater County
Board of County Commissioners

Wally J. Johnson, Chairman

Gary Bailiff, Member

John K. Kolb, Member

Attest:

Don Van Matre, Member

Steven Dale Davis, County Clerk

Reid O. West, Member

RESOLUTION 12-01-ZO-04
SHIRLEY DELAMBERT - CONDITIONAL USE PERMIT
STORAGE OF OILFIELD TRUCKS, DRILLING RIGS AND OTHER RELATED
EQUIPMENT

WHEREAS, Shirley DeLambert has requested a Conditional Use Permit, in accordance with Section 6 of the Sweetwater County Zoning Resolution, to allow the storage of oilfield trucks, drilling rigs and other related equipment on a parcel of land owned by Ralph and Shirley DeLambert and legally described as:

35 acres located in Sections 21 and 28, Township 25 North, Range 106 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 January 3, 2012 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 applicant's request be DENIED.

Dated this 3rd day of January, 2012.

Sweetwater County
Board of County Commissioners

Wally J. Johnson, Chairman

Gary Bailiff, Member

John K. Kolb, Member

Don Van Matre, Member

Attest:

Steven Dale Davis, County Clerk

Reid O. West, Member



Sweetwater County, Wyoming Conditional Use Permit Application

Sweetwater County Community Development
80 West Flaming Gorge Way, Suite 23
Green River, WY 82935
p: (307) 872-3914 / 922-5430 f: 872-3991
Application Fee: \$150.00

Date of Submittal: 24 Oct 11
Permit Number: PZ 11-024
Present Zoning: Ag
PID: 04-2506 - 20 - 3 - 00 - 046 - 00

(Office Use Only)

Conditional Use Permit Resolution # _____ Date: _____
 Approved Approved with Conditions Denied
Date of Action: _____ Signature: _____
Community Development Official

INSTRUCTIONS: Prior to completing your application, it is strongly recommended that you schedule and attend a pre-application meeting with Sweetwater County Engineering and Community Development.

Completely fill out application. Attach all required supporting documentation. Incomplete and/or illegible applications will be returned. As a condition of approval of your Conditional Use Permit, you must obtain all necessary County Health, County Engineering and County Zoning Permits (septic permit, address & access permits, construction, use etc.) before you can establish the use of your property or commence construction. Additional information may be required following review of your application by the staff for public hearings before the Planning and Zoning Commission or the Board of County Commissioners. Such additional information must be provided before your application is approved or forwarded to the next level of review. By act of submittal the applicant certifies that information submitted is true, accurate and complete and authorizes the county to rely on the veracity of such information and certification.

PROPERTY INFORMATION:

County Assigned Address: 63 Lower Farson Cutoff Rd Lot Size: 35 (acres)
Project Location: Quarter: _____ Section: 21 and 28 Township: 25N Range: 106W
Subdivision Name: Farm Unit W-13 Lot: _____ Block: _____
Property Identification Number: 04 - 2506 - 20 - 3 - 00 - 046 - 00

GENERAL INFORMATION:

Shirley DeLambert
Applicant Name
22 Eden N 1st East Eden 82932
Applicant Mailing Address
shirleydelambert@gmail.com
Telephone/Email

Ralph and Shirley DeLambert
Land Owner of Record
22 Eden N 1st East Eden 82932
Owner's Mailing Address
307-273-5050
Telephone/Email

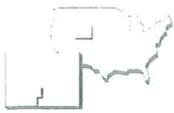
Agent Business Name & Primary Contact
Agent Mailing Address
Telephone/Email

Engineer/Contractor Business Name & Primary Contact
Engineer/Contractor Mailing Address
Telephone/Email

RECEIVED

OCT 24 2011

**SWEETWATER COUNTY
COMMUNITY DEVELOPMENT**



Sweetwater County, Wyoming Hazardous Chemical Inventory



Local Emergency Planning Committee (307) 922-5369

Facility Location

Name: DeLambert Place
 Location: 63 Lower Farson Cutoff
 City, State & Zip: Farson, WY 82932
 Phone: 307-273-5050

Emergency Contact (local)

Name: Shirley DeLambert
 Title: owner
 Phone: 307-273-5050
 24 Hour Phone: 307-273-5050

Owner/Operator

Name: Ralph and Shirley DeLambert
 Mailing Address: 22 Eden Nth East
 City, State & Zip: Eden, WY 82932
 Phone: 307-273-5050

Emergency Contact (local)

Name: Shirley DeLambert
 Title: owner
 Phone: 307-273-5050
 24 Hour Phone: 307-273-5050

For the safety of our First Responders, the Sweetwater County Local Emergency Planning Committee requests that you advise us of any hazardous materials that are used, stored, manufactured, or transported to or from your facility that are in quantities more than 10 gallons or 50 pounds.

Date of Report: 10-24-11

Check One: Initial Report Updated Report

Chemical Description	Inventory (Specify amounts listed in pounds or gallons)	Storage Locations & Container Type (Attaching site plan is optional)
Hazard Class: _____ (taken from package label)	Max. Daily Amt: _____	Container Type: _____
UN Number: _____ (if on label)	Avg. Daily Amt.: _____	Location: _____
Chemical Name: _____	Number of days per year on site: _____	
Product Name: _____		
Hazard Class: _____ (taken from package label)	Max. Daily Amt: _____	Container Type: _____
UN Number: _____ (if on label)	Avg. Daily Amt.: _____	Location: _____
Chemical Name: _____	Number of days per year on site: _____	
Product Name: _____		

Please copy this page if needed for additional chemicals.

Certification: I certify that I have personally examined and am familiar with the information submitted in pages one through _____, and that, based on my inquiry of those individuals responsible for obtaining the information, I believe that the submitted information is true, accurate, and correct.

No Hazardous Chemicals will be stored on our property or used in conjunction with this permit.

Shirley DeLambert
 Printed Name & Official Title of Owner/Operator OR
 Owner/Operator's Authorized Representative

Shirley DeLambert
 Signature

10-24-11
 Date Signed

Current and Proposed Structures and Use Information

Briefly answer the following questions:

What listed conditional use are you applying for (see Zoning Resolution)? Provide a detailed narrative describing your proposed conditional use and development. Use additional paper if necessary.

Storage of Oilfield Trucks, drilling rigs and other related equipment

What new structures do you propose to build and describe the proposed uses within those structures (include construction type, foundation type and dimensions for each structure)? Use additional paper if necessary.

None

Duration of Use and Hours of Operation

Duration of Use: How long do you propose to operate your conditional use? What is the time frame for the operation of your proposed conditional use are you requesting?

10 years

Hours of Operation: What are your proposed portions of the year, days of the week and hours of operation?

Generally Daylight hours. Rarely night time hours

Water, Sewer and Fire Protection Information

Water Supply: Describe your source and supply of water. Provide state permit numbers for wells or surface water appropriations. If within a public water district service area, then please provide proof that you have secured a service connection (water tap) for the property.

None provided, Rarely any employees present on a regular basis.

Sewage Disposal: Describe your method of sewage disposal. Provide County Health Department permit numbers for septic or other private systems. If within a public sewer district service area, provide proof that you have secured a service connection (sewer tap) for the property. For septic or other private permits contact the County Health Department at (307) 872-3930.

None provided rarely any employees present on a regular basis.

Fire Protection. All developments shall comply with the most recently adopted edition by Sweetwater County of the International Fire Code. How do you plan to provide fire protection to your development? Describe your water source for fire protection. If you have questions concerning fire protection, please contact the County Code Enforcement Specialist at 307-872-3920.

Fire Department is 1.5 miles away Have 2 ponds on property and an artisan well.

Parking, Loading and Vehicles

Vehicles: Describe the vehicles associated with your existing and proposed use. Include a description of the number, type, frequency of daily trips, and show on your site plan where they are stored or parked.

vehicles parked here when not in use.
oilfield trucks and equipment parked here when not in use

Parking: Describe how many parking spaces your proposed use will require and estimate how many of these will be for customers and how many will be for employees. Show parking spaces on site plan. With what material (asphalt, concrete or gravel) do you propose to surface your parking spaces?

Parking is available for a minimum of twenty (20) vehicles

Loading Areas: Describe the types of vehicles that will be involved in loading and unloading materials on your property. Explain what they will be picking-up or delivering and the frequency and hours of this activity. Show loading area on site plan. Identify the number, size, and location of loading spaces required on your site plan.

No loading involved

Access Plan to Property: If heavy truck or vehicle traffic needs to access your proposed development through or adjacent to residential areas, please describe how you will mitigate traffic and safety concerns. Please show access plan to property on your site plan.

Previously approved county access permit.

Health and Safety Issues

Combustible/Flammable/Hazardous/Explosive/Radioactive Fuels, Wastes and Materials: For these materials describe the type, quantity, location and manner of storage, and emergency mitigation plan. Blueprints of storage facility must be submitted including dimensions and setbacks. For hazardous materials, file a Hazardous Materials Inventory Form or show proof that you report under separate regulations (Tier III or other). For more information contact Sweetwater County Emergency Management at (307) 922-5370.

None stored on site

Waste/Garbage Disposal: Describe the type and quantity of wastes that will be generated, how they will be stored until disposed, how you propose to dispose of these wastes and frequency of disposal.

Garbage Barrells will be provided and hauled on a weekly basis or as needed.

Outside Work: Describe any outside or exterior work that may occur on your premises. What type of external effects (off premises) will this outside work have? Show on site plan.

all equipment and vehicles stored outside.
No Building involved

External Effects: Describe any noise, lights, odors, glare, emissions or other off premise affects that will be produced by your proposed use. Explain how you will mitigate these issues and potential nuisances.

Occasionally noise and lights of vehicles, Closest dwelling is over 500 feet away.

Flood Plain/Wetland: Is your property located in a flood plain? If yes, see disclaimer provided as a part of this application.

Not Known

Drainage: Describe how surface runoff will drain from your property. Show direction of drainage on site plan. For Commercial and Industrial uses a drainage plan certified by a Wyoming Licensed Professional Engineer will be required.

Previously approved by County engineer.

Hillside Protection: Is your property within the Growth Management Area? Does your property contain land areas with slopes 15% or greater? If so, Sweetwater County's Supplement Slope Regulations apply. (Show areas on site plan.) Will your proposed development disturb or affect these slope areas? If yes, explain how you plan to mitigate potential erosion, runoff, fire hazard, slope stability, air quality, drainage or other problems that may result from the utilization of or affect upon these hillsides. A Hillside Management Plan certified by a Wyoming Licensed Professional Engineer is required in preparing your site and access plans.

N/A

Dust and Erosion Control Plan: Describe in detail your plans to stabilize your site in order to control blowing dust and runoff from your property. Describe any structures you plan to build to control manure or other runoff. Show over lot drainage and how it enters onto your neighbor's property on your site plan.

Is Dust becomes an issue a water truck is available.

Aesthetic Considerations

Sweetwater County encourages development in a manner that maintains or improves the aesthetic appearance of our communities. The developer is encouraged to address the following suggested site plan elements in their project and to implement their own ideas to improve aesthetics and enhance development.

Landscaping: Describe and show on site plan how you plan to implement and maintain any proposed landscaping.

None provided

Lighting: Describe your plans for exterior lighting and show on site plan. The County encourages down focused sodium vapor lighting to avoid glare and at least one exterior light for security purposes.

If provided or required down focus lighting will be used.

Building Style: Describe the type, construction and exterior finish of your proposed structure. Structures which are well built and aesthetically pleasing are encouraged. Earth tone exterior finishes blend in well.

N/A

Signs: Describe the nature and location of any signs you will have on your property. Consider how these will enhance your business and the entrances to our communities.

N/A

Outside Storage: Please describe the materials or equipment that will be in exterior storage on your property and show on site plan.

Oilfield Trucks, drilling rigs and other related equipment.

Screening/Fencing: Describe your plans for screening exterior storage. Describe the type of screening material, color, height and how you plan to maintain the screening. Show areas to be screened on site plan.

None provided

Scenic and Highway Frontage Areas: Describe in detail and show on site plan your plans for developing within areas that have these special values. How will you make your development blend in with environmentally sensitive areas?

Not visible from Highway

IMPORTANT NOTICES

WETLANDS NOTICE The U.S. Army Corps of Engineers has strict regulations regarding wetlands use and development. What the Corps considers a "wetland" may not be easily recognized as such. Sweetwater County DOES NOT administer any federal wetlands policies or programs. Sweetwater County DOES NOT require any federal wetland permits or approvals when considering your proposed land use. Issuance of a permit DOES NOT indicate that you are in compliance with the Corps' regulations. YOU ARE RESPONSIBLE for identifying wetlands and complying with all applicable regulations. Contact the Corps' Wyoming Regulatory Office in Cheyenne at (307) 772-2300, 2232 Del Range Blvd., Suite 210, Cheyenne, Wyoming 82009.

FLOOD PLAIN INSURANCE Sweetwater County DOES NOT participate in the Federal Flood Insurance Program. National Flood Insurance is not available. In the event of a flood and damage to your property, federal financial aid may not be available. Consult your private insurance carrier. Sweetwater County DOES NOT identify or catalog flood plains or areas prone to flooding. Sweetwater County discourages development in a flood plain as a matter of common sense; but does not prohibit it and your permit will not be denied simply because you may be building in a flood plain. YOU ARE RESPONSIBLE AND LIABLE for the natural consequences of building in a flood plain or an area prone to flooding.

STATE FIRE CODE REQUIREMENTS Wyoming Statute §35-9-108 requires that new construction or remodeling plans for all publicly owned buildings or buildings that are regularly frequented by the public (such as child care centers, night clubs, restaurants, bars, lodge halls, theaters, churches, meeting halls, etc.) be reviewed and approved by the State Fire Marshall (Wyoming Department of Fire Prevention and Electrical Safety, (307) 777-7288, Herschler Buildings, 1st Floor West, Cheyenne, Wyoming 82002). YOU ARE RESPONSIBLE for determining the need for review of your plans by the State Fire Marshall. If your plans are subject to review then submit two (2) complete sets of construction plans to the Sweetwater County Code Enforcement Specialist at 80 Flaming Gorge Way, Suite 23, Green River, WY 82935 (307) 872-3920. The Code Enforcement Specialist will coordinate with the State Fire Marshall's office. YOU ARE RESPONSIBLE for complying with state laws and regulations. Issuance of a County permit does not waive the state review and approval requirement nor does it indicate that you are in compliance with state codes and regulations. If the State Fire Marshall requires changes to a county approved site plan or permit, a revised application and site plan must be submitted to the County.

Applicant Certification

The undersigned hereby certifies and acknowledges that they:

- Are responsible for identifying and complying with all applicable federal, state and local regulations concerning the use of and/or construction upon their property.
- Received a copy of the applicable zoning district regulations; have read and understand them; and, will abide by them.
- Provided information that is true, accurate and complete with the intent that the County relies upon such information.
- Accurately identified the legal boundaries of their property.
- Actually located in the ground from a previous survey, or had surveyed and set in the field, permanently and properly marked and monumented lot corners.
- Provided a true, accurate and complete site plan based on legal boundaries and actual lot corners.
- Have an unencumbered legal right to possess, use and occupy the subject property in the manner proposed.
- Grant Sweetwater County, its agents and employees, the right of ingress and egress to their property as reasonably necessary to process this application and to determine compliance with county regulations or conditions of this permit once it is granted.
- Will comply with Conditional Use Permit Conditions as set by the Board of County Commissioners.

Shirley DeLambert 10-24-11
Signature of Applicant (Required) Date

Shirley DeLambert 10/24/11
Signature of Land Owner of Record (Required) Date

Shirley DeLambert
Print Name

Shirley DeLambert
Print Name

Signature of Agent Date

Print Name

NOTE:

Applicant = Person legally responsible for construction & operation
Agent = Attach written legal authority to act on behalf of the applicant/owner.
Land Owner of Record = In cases where a signature is hard to obtain, a copy of Lease granting permission for project may substitute for signature.

Note: Provide proof of ownership if you acquired the property within the last year. Applications not signed by the person (or by an authorized agent on behalf of the entity) identified as the owner by the Sweetwater County Assessor's Office will be returned.



Eden-Farson Fire District
4027 Highway 191
Farson, WY 82932

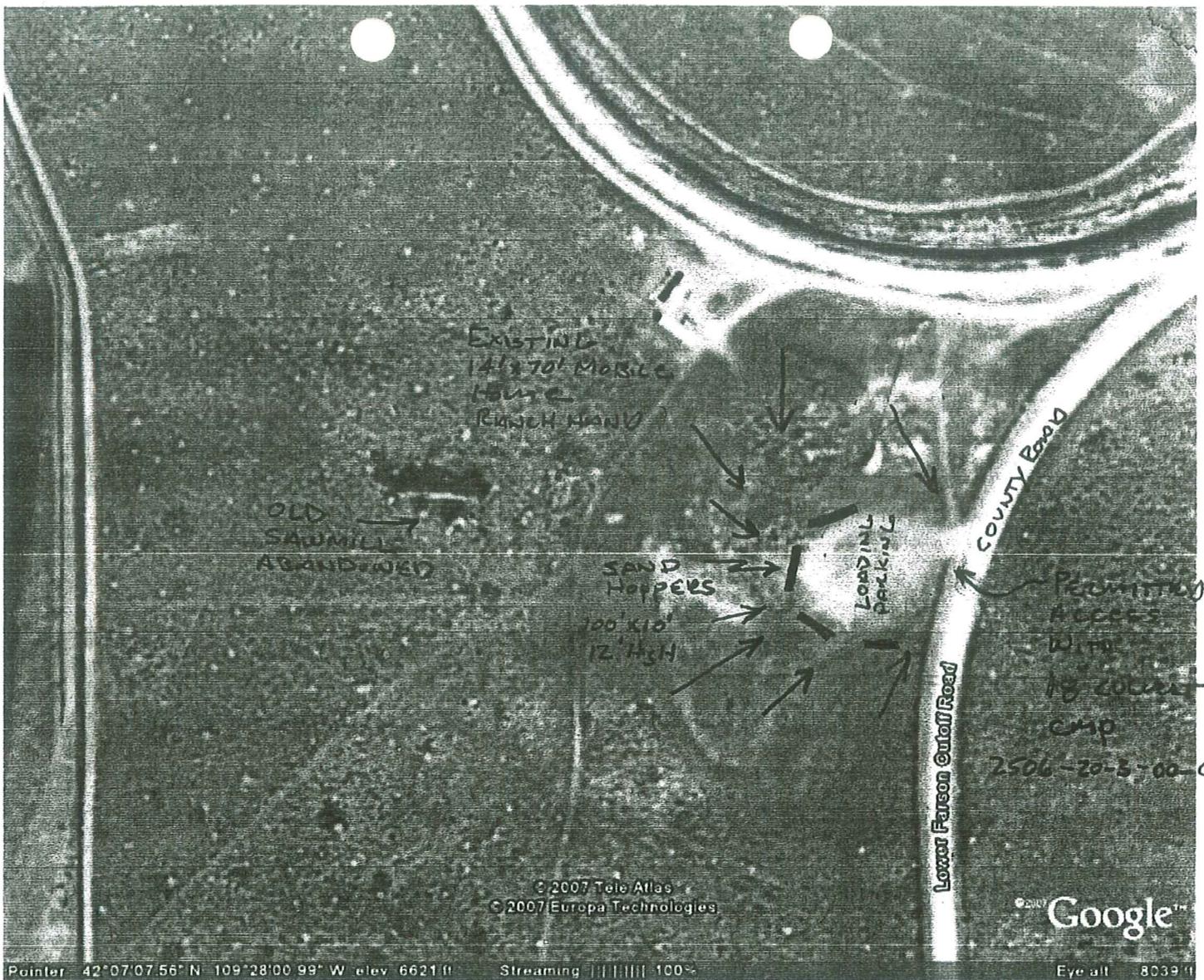
October 25, 2011

To: Sweetwater County Planning and Zoning
80 West Flaming Gorge Way
Green River, WY 82935

We will provide fire protection for 63 Farson Lower Cutoff Road, Farson, WY, for storage of oilfield trucks, drilling rigs and related equipment. Property owners have two ponds on their property and an artisan well. We have two fire trucks with total water capacities of 2,000 gallons and a quick response truck with 200 gallons. There is a pond located at Farson for fill up and Aaron's Water service provides a water truck on site if needed with a capacity of 5400 gallons and another pond on the Old Jack McMurry place. The Fire Station and Farson Pond is about 1 mile from the Lower Farson Cutoff Road place. Our policy is to provide protection to our community.

Ed Sabourin
Fire Chief
Eden-Farson Fire Department
4027 HWY 191
Farson, WY 82932

Exhibit A



Proposed site for sand loading was previously
 utilized by WYDOT for an asphalt
 batch plant in the mid-1960's.

Ralph E. Hansen 2-27-09

DRAINAGE CERTIFICATION

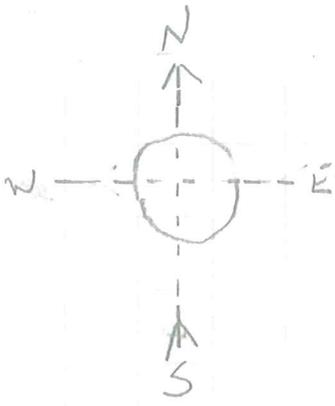
DRAINAGE FROM THIS PROPERTY WILL NOT
 ADVERSELY AFFECT ADJACENT PROPERTY OWNERS
 AND IN ACCORDANCE WITH THE SWEETWATER
 COUNTY SUBDIVISION REGULATIONS, I HEREBY
 APPROVE THE DRAINAGE PLAN AS SHOWN HEREON.



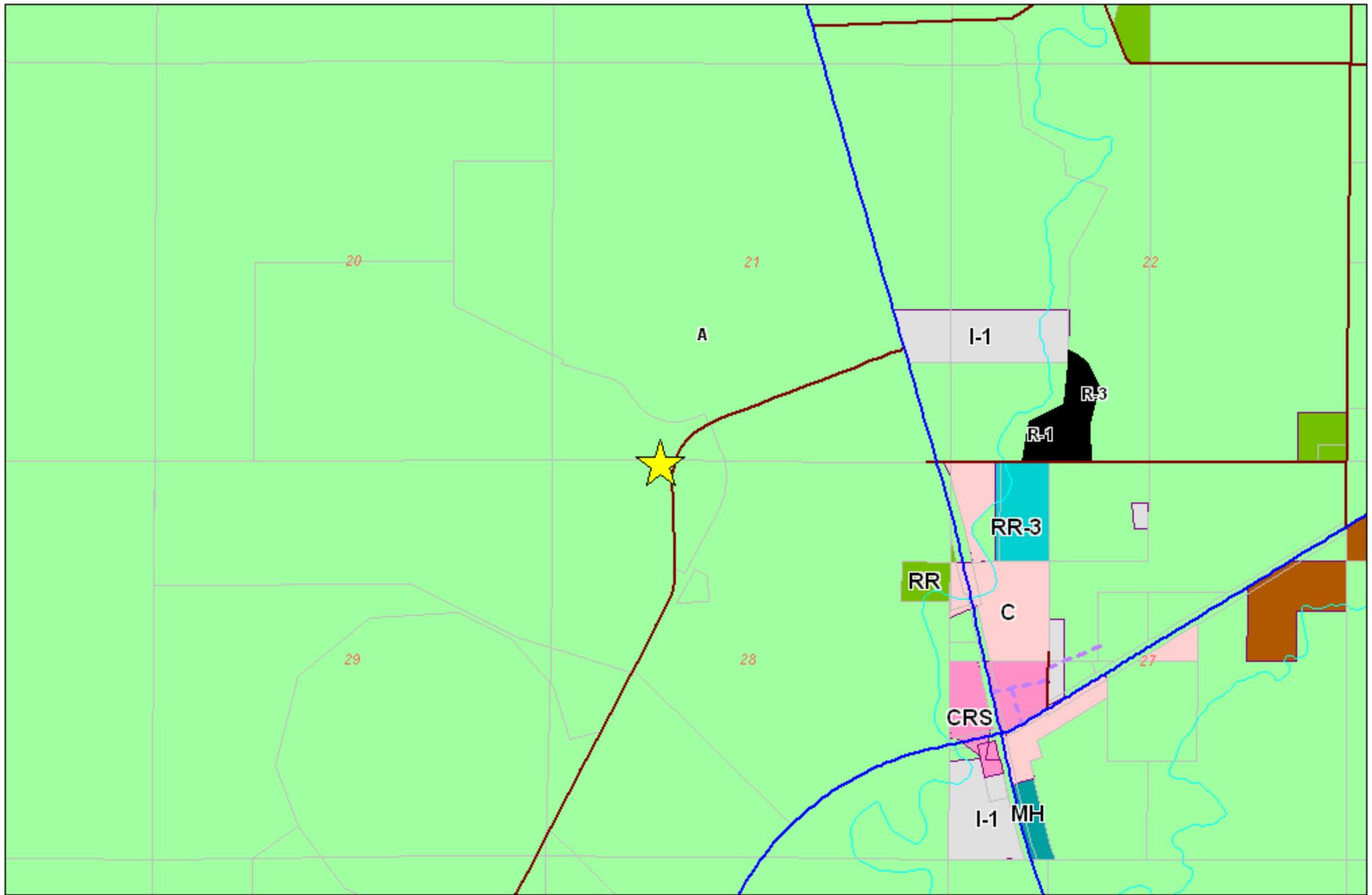
Exhibit A

Delambert CUP - Lower Farnson Catoff Rd.

1 square = 100'

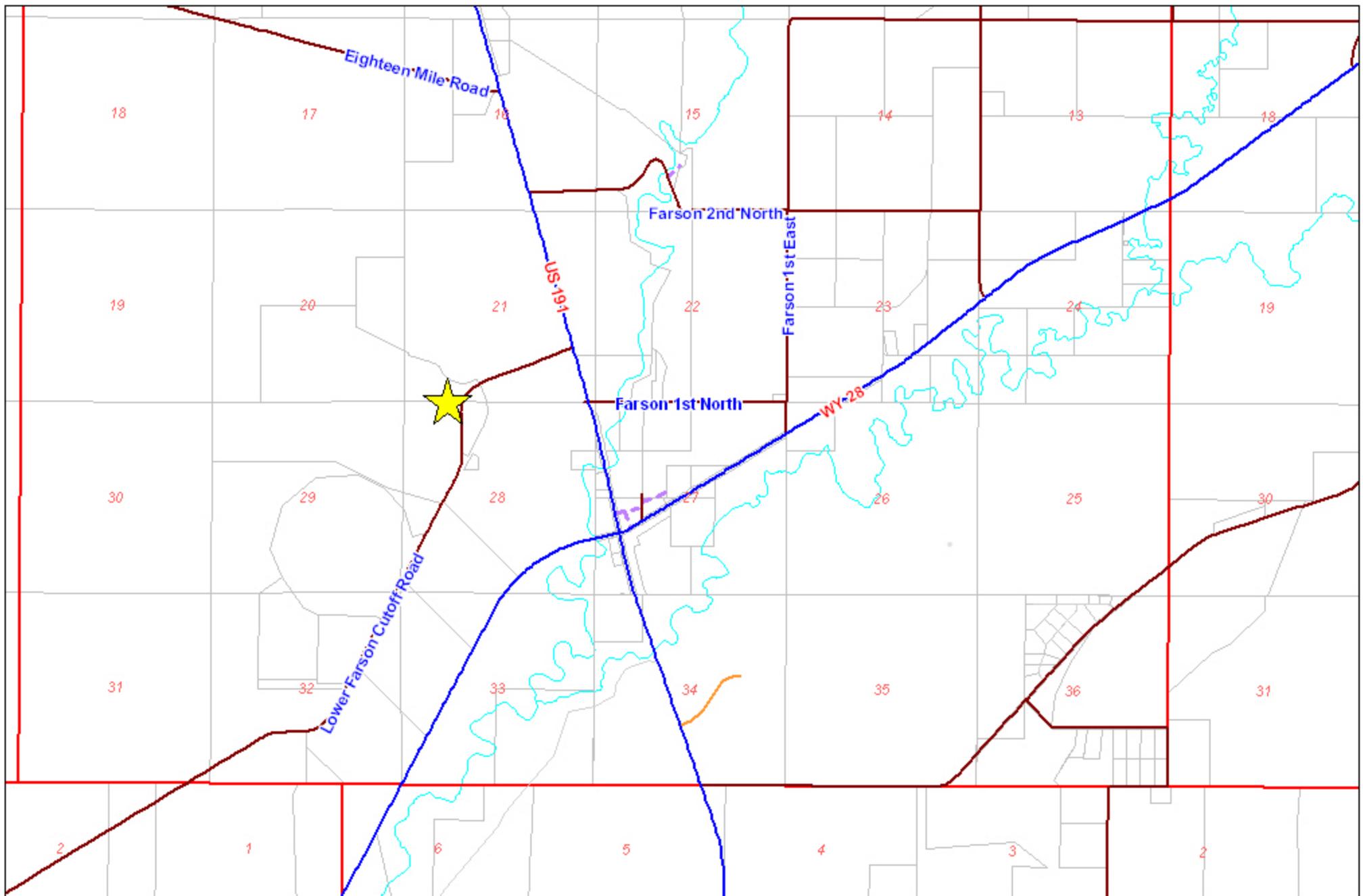


80 Lower Farnson Catoff



**Shirley DeLambert
Conditional Use Permit**

**Exhibit B
Zoning Map**



Shirley DeLambert
Conditional Use Permit

Exhibit C
Vicinity Map

**PUBLIC HEARING
ITEM # 5**

**PROPOSED 2012 ZONING
RESOLUTION LANGUAGE
AMENDMENT
FOR AGRICULTURE ZONING DISTRICT**

**BOARD OF COUNTY COMMISSIONERS
MEETING
JANUARY 3, 2012**

Prepared by:

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

STAFF REPORT

PROPOSED 2012 ZONING RESOLUTION LANGUAGE AMENDMENT FOR AGRICULTURE ZONING DISTRICT

APPLICANT/OWNER:

Sweetwater County Land Use Department
80 West Flaming Gorge Way, Suite 23
Green River, WY 82935

APPLICATION SUMMARY:

As part of the recent discussion with Language Amendments for Private Roads, Staff has been directed to include an amendment to allow Residence as a Permitted Use in the Agriculture District.

Currently, the Zoning Resolution for Sweetwater County does not permit Residence as a Permitted Use in the Agriculture District. This Language Amendment will set forth the regulatory framework for Residence to be a Permitted Use in the Agriculture District.

The proposed amendments have been written in the following manner as a means to clearly illustrate the changes that are proposed with existing and new language:

- ❖ Underline means new language that is being added to the Code
- ❖ ~~Strikethrough~~ means existing Code language that is being eliminated from the Code
- ❖ Wording with no underline or ~~strikethrough~~ means existing Code Language that is not being changed and that remains in the Code as is.

PUBLIC NOTICE:

P&Z: August 3, 2011

BCC: November 11, 2011

Amendment 1. Amend the Sweetwater County Zoning Resolution Section 5.A.1. Agricultural District Regulations by adding the following new use to the List of Permitted Uses, and renumbering uses as necessary:

() Single-Family Residential Structure including, but not limited to manufactured home, modular home, mobile home, site built home.

This section is being amended to add Residence as a Permitted Use in the Agriculture Zone District.

Amendment 2. Amend the Sweetwater County Zoning Resolution Section 5.A.4.a. Agricultural District Regulations by amending this sub-section to read as follows:

- a. None, except that where permanent residential occupancy is conducted as a use ~~an Accessory Use~~, there shall be at least ~~thirty-five-five (5)~~ (35) acres of land area ~~for each permanently occupied dwelling unit.~~

This Section is being amended to delete the requirement of needing at least thirty-five acres (35) acres of land.

STAFF COMMENTS:

► The Sweetwater County Planning and Zoning Commission tabled the public hearing on September 14, 2011 until October 12, 2011.

The Sweetwater County Planning and Zoning Commission held a public hearing on October 12, 2011. The Planning and Zoning Commission voted 5-0 to recommend to the Sweetwater County Board of County Commissioners adoption of the Agriculture District Regulations Language Amendment to the Sweetwater County Zoning Resolution.

**CERTIFIED RECOMMENDATION 11-10-PZ-01
LANGUAGE AMENDMENT – SWEETWATER COUNTY ZONING RESOLUTION
AGRICULTURE DISTRICT REGULATIONS**

WHEREAS, on August 4, 2011 the Sweetwater County Land Use Department advertised that a public hearing would be held on September 14, 2011 at 10:00 a.m. proposing a Language Amendment to the Sweetwater County Zoning Resolution; and

WHEREAS, the Sweetwater County Planning and Zoning Commission tabled the public hearing on September 14, 2011 until October 12, 2011 regarding these regulations, and;

WHEREAS, the Sweetwater County Planning and Zoning Commission at this public hearing on October 12, 2011 requested and received public comment, and;

WHEREAS, after due consideration and discussion of all public comments received, the Planning and Zoning Commission voted 5-0 to recommend to the Sweetwater County Board of County Commissioners adoption of the Agriculture District Regulations Language Amendment to the Sweetwater County Zoning Resolution as stated below:

1. **Amendment 1.** Amend the Sweetwater County Zoning Resolution Section 5.A.1. Agricultural District Regulations by adding the following new use to the List of Permitted Uses, and renumber uses as necessary:

() Single-Family Residential Structure including, but not limited to manufactured home, modular home, mobile home, site built home.

2. **Amendment 2.** Amend the Sweetwater County Zoning Resolution Section 5.A.4.a. Agricultural District Regulations by amending this sub-section to read as follows:

- a. None, except that where permanent residential occupancy is conducted as a use, there shall be at least five (5) acres of land area.

NOW THEREFORE the Sweetwater County Planning and Zoning Commission recommends that this Language Amendment be APPROVED.

Dated this 12th day of October, 2011.

Attest:

Sweetwater County
Planning & Zoning Commission

Steven Dale Davis, County Clerk

Dan Scheer, Chairman

Resolution 12-01-CC-01
Sweetwater County Zoning Resolution Language Amendment
Agriculture District Regulations

Whereas, the Board of Sweetwater County Commissioners (Board) is empowered by Wyoming Statutes 18-5-201 et. Seq. to regulate the use of land in the unincorporated areas of Sweetwater County; and,

Whereas, the Sweetwater County Comprehensive Plan of 2002 encourages and supports the creation and enforcement of appropriate regulations to ensure the protection of public health, safety and welfare; and,

Whereas, the Sweetwater County Planning and Zoning Commission held a public hearing on the proposed Agriculture District Regulations on September 14, 2011 (tabled) and October 12, 2011, said public hearing was advertised in the Rocket Miner on August 4, 2011; and

Whereas, after due consideration and discussion of all public comments received during a public hearing on October 12, 2011 the Planning and Zoning Commission voted 5-0 to recommend to the Sweetwater County Board of County Commissioners adoption of the proposed Agriculture District Regulations; and

Whereas, the Sweetwater County Board of County Commissioners held a public hearing on the proposed Agriculture District Regulations on January 3, 2012, said public hearing was advertised in the Rocket Miner on November 11, 2011; and

Whereas, the Board of Sweetwater County Commissioners has determined that the proposed Agriculture District Regulations attached hereto are in conformance with the public needs and will serve to promote public health, safety and well-being;

Now therefore let it be resolved, the Sweetwater County Board of County Commissioners, as authorized by Wyoming Statute 16-3-103 (b), hereby **APPROVES** the proposed Agriculture District Regulations Language Amendment to the Sweetwater County Zoning Resolution as follows:

1. **Amendment 1.** Amend the Sweetwater County Zoning Resolution Section 5.A.1. Agricultural District Regulations by adding the following new use to the List of Permitted Uses, and renumber uses as necessary:

 () Single-Family Residential Structure including, but not limited to, manufactured home, modular home, mobile home, site built home.
2. **Amendment 2.** Amend the Sweetwater County Zoning Resolution Section 5.A.4.a. Agricultural District Regulations by amending this subsection to read as follows:
 - a. None, except that where permanent residential occupancy is conducted as a use, there shall be at least five (5) acres of land area.

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

Dated this 3rd day of January, 2012.

Sweetwater County
Board of County Commissioners

Wally J. Johnson, Chairman

Gary Bailiff, Member

John K. Kolb, Member

Attest:

Don Van Matre, Member

Steven Dale Davis, County Clerk

Reid O. West, Member

**PUBLIC HEARING
ITEM # 6**

**PROPOSED 2011 ZONING RESOLUTION
LANGUAGE AMENDMENT
TO SECTIONS 3 & 4**

**BOARD OF COUNTY COMMISSIONERS
MEETING
JANUARY 3, 2012**

Prepared by:

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

**STAFF REPORT
PROPOSED 2012 ZONING RESOLUTION LANGUAGE
AMENDMENT TO SECTION 3 & 4**

LANGUAGE AMENDMENT SUMMARY:

Sections 3 & 4 of the Sweetwater County Zoning Resolution offer the administration and permit framework for the zoning regulations. Several amendments to these sections are being proposed to help clarify, streamline, and remove any unnecessary permitting barriers.

Text written in underline text is new language being proposed. Text in ~~strike-out~~ is being proposed to be removed from the code.

PUBLIC NOTICE: P&Z: October 8, 2011

Amendment 1. The following is being proposed to reflect the changes that will be occurring to the zoning resolution with the re-ordering of the zoning districts to properly institute the pyramidal zoning proposed at the November 1, 2011 Language Amendments hearing before the Board of County Commissioners.

Amend the Sweetwater County Zoning Resolution Section 3.C. Establishment of Zoning Districts to read as follows:

C. Establishment of Zoning Districts

In order to carry out the provisions of this Resolution the unincorporated areas of Sweetwater County shall be divided into the following zoning districts:

1. A (Agricultural)
2. RR (Rural Residential)
3. RR-3 (Rural Residential)
4. RR-5 (Rural Residential)
5. R-1 (Single Family Residential)
6. R-2 (Mixed Residential)
7. R-2/SF (Single Family Residential)

8. R-3 (Multi-Family Residential)
9. MH (Manufactured Home)
10. B (Retail Business)
11. CRS (Commercial & Recreational Services)
12. C (General Commercial)
13. ~~B (Retail Business)~~
14. I-1 (Light Industrial)
15. I-2 (Heavy Industrial)
16. AO (Rock Springs - Sweetwater County Airport – Airport Influence Area Overlay)
17. MD (Mineral Development)
18. LS (Special Overlay District Governing Minimum Lot Size)

Amendment 2. The following amendment will adopt the computer generated zone map so that the map may go online to provide the residents of Sweetwater County zoning information online.

Amend the Sweetwater County Zoning Resolution Section 3.D. Zoning District Map to read as follows:

E. Zoning District Map

1. The computer generated Zoning Map and all future amendments thereto are hereby established to be the “Official Zoning Map” of Sweetwater County and declared to be a part of this Resolution. The zone districts set forth on the Official Zoning Map are hereby and herewith adopted and approved; in the case of a conflict between the zone district depicted on the Official Zoning Map and the zone district adopted at a hearing pertaining to a particular parcel of property or shown in other official documents of Sweetwater County, the later shall control. The Land Use Department shall maintain on file true and correct copies of the official Sweetwater County Zoning Map. This version of the Official Zoning Map, as of the date of adoption, will be recorded in the office of the Sweetwater County Clerk

and Recorder.

Amendment 3. The following section needed better clarification on the requirements for a zone lot. Staff is also proposing exemptions to the zone lot requirement, which will allow certain use exemption from the road frontage requirements.

Amend the Sweetwater County Zoning Resolution Section 3.E Zone Lot for Structures to read as follows:

Zone Lot for Structures

Except in the A (Agricultural) District, I-2 (Heavy Industrial) District, and the MD (Mineral Development) District and non-conforming sites, or as otherwise hereinafter provided, a separate ground area called the Zone Lot shall be designated, provided, and continuously maintained for each structure containing a Permitted Use or Uses and / or subordinate structures.

~~Each Zone Lot shall have at least one Front Line and shall be occupied only by the structure containing a Permitted Use or Uses and a subordinate structure or structures containing only Accessory Uses.~~

When Zone Lots are designated in the I-2 and MD Districts, those Zone Lots may contain more than one structure containing a Permitted Use.

~~Designated Zone Lots in the A, I-2, and MD Districts may contain more than one structure containing a Permitted Use.~~

No Zone Lot shall be required for the following: retaining walls, agricultural buildings, fences, flagpoles, signs, monuments and statuary, railroads and railways, bridges, utility and service installations, pipelines and underground mining activity. public utility and public service installation in any zone district. Business offices, repair, sales, or storage facilities associated with public utility and public service installations shall require a Zone Lot which conforms to all pertinent district regulations for each structure containing a Permitted Use or Uses.

All Zone Lots shall have one Front Line which shall abut a public or private street. Exemptions to the zone lot frontage requirements may be allowed for specific uses listed below. However, when an Exemption is granted, a public easement, private easement, or right-of-way sufficient to provide access is required. Exemptions to the public or private street requirement may include:

1. Unmanned communication facilities.

2. Forest management and logging
3. Mineral exploration and drilling
4. Unmanned or remotely located compressor stations.
5. Unmanned or remotely located metering stations.
6. Unmanned or remotely located fiber optic booster stations.
7. Unmanned or remotely located evaporation ponds.
8. Oil and gas drilling exploration and extraction facilities.
9. Gravel quarries.
10. Other similar commercial or industrial uses as approved by the Land Use Department. Board of County Commissioners.

Exemptions to the public or private street requirement shall meet the following standards:

1. Public easement, private easement, or right-of-way sufficient to provide access, being an easement of record.
2. Meet the requirements and specifications of the Sweetwater County Engineer and provide certification from a Wyoming Licensed Professional Engineer, if required.
3. Meet the requirements and specifications of the Sweetwater County Fire Code Official and the International Fire Code.
4. Meet the requirements and specifications of the Sweetwater County Emergency Management Coordinator.

The Sweetwater County Engineer shall approve all Exemptions to the public street requirement.—

~~Zone Lots for parcels 35 acres or larger within the Growth Management Area shall abut on a public street or Fire Apparatus Access Road as defined by Paragraph J of the “Rules Regarding Roads for Obtaining Sweetwater County Construction/Use Permits on Parcels, 35 Acres or Larger, Located Within the Growth Management Area (GMA) of Sweetwater County, Wyoming”. (Resolution 10-09-CC-04)~~

Amendment 4. The rules for proceeding before the Board of County Commissioner concerning appeals have changed by a Resolution that was

adopted by the Board of County Commissioners in November of 2008. These changes were written by the County Attorney's office and reflect a process in line with the Wyoming Administrative Procedures act.

Amend the Sweetwater County Zoning Resolution Section 3 Appeal to read as follows: (This subsection removed from Section 4.D)

Rules for Proceeding before the Board of County Commissioners on Appeals

Appeal hearings shall be held in accordance with the "Rules for Contested Case Practice and Procedure before the Board of Sweetwater County Commissioners". (Resolution 08-11-CC-01)

~~**D. Rules for Proceeding before the Board of County Commissioners on Appeals, Variances, and Exceptions (This subsection removed from Section 4)**~~

~~Decisions of the Board in regard to Variances and Exceptions Appeals from an order or decision of the Land Use Department or in regard to Variances and Exceptions from the provisions of the Zoning Resolution shall be reached after a public hearing. The Board shall fix a reasonable time and place for the public hearing at least fourteen (14) days prior to the hearing date. and shall proceed in accordance with the following rules:~~

- ~~1. Public notice shall be given of all hearings at least thirty (30) fourteen (14) days prior to the hearing date, and all hearings shall be open to the public.~~
- ~~2. Due notice of all hearings shall be given to parties in interest and to the Land Use Department which shall be permitted to be heard on behalf of the County in all public hearings.~~
- ~~3. At any public hearing any interested party may appear in person or be represented by an attorney; and after being duly sworn, may offer evidence and testimony and cross examine witnesses.~~
- ~~4. All witnesses shall be sworn or shall affirm their testimony in the manner required in courts of record.~~
- ~~5. All testimony and evidence shall be presented publicly.~~
- ~~6. The Board shall keep a record of the proceedings for each matter heard which shall be kept on file and copies made available to any party at cost. The Record of Proceedings may include documents and physical evidence considered in the case.~~

~~7. The Board shall render a written decision on each case heard within forty-five (45) days of the hearing. Each decision must be accompanied by reasons therefore and based on Findings of Fact. The record shall show the grounds for each decision and the vote of each member upon each question. This Record of Proceedings shall be a public record.~~

Amendment 5. The following changes are being proposed to exempt specific uses and structures from a zoning permit. In addition the time period for a zoning permit has been extended to two years with the option of extensions.

Amend the Sweetwater County Zoning Resolution Section 4.B.1. Permits to read as follows:

1. No building or structure shall be commenced, erected, or altered until a Zoning Permit for CONSTRUCTION OR ALTERATION has been issued by the Land Use Department certifying that the proposed building or structure complies with all of the provisions of this Resolution. Structures which meet the following criteria shall not require a Zoning Permit: meeting the following criteria shall ~~Accessory structures which are "minor in nature" shall mean any building or structure which meets all of the following criteria:~~

- a. Is ~~ninety-six (96)~~ two hundred (200) square feet or less in size.
- b. Is one story in height. ~~twelve feet or less in height (as measured from the highest point on the structure).~~
- c. ~~Does not require a permanent foundation.~~
- d. ~~Is not affixed to a permanent location on the ground.~~
- e. Is not attached to a structure containing a Permitted Use.
- f. Meets all setback requirements.
- g. Is a building normally associated with agriculture purposes such as a barn.
- h. Is a retaining wall, fence, flagpole, monument or statuary.
- i. Is a roadway, bridge, water line, sewer line, utility line, utility pole, railroad, pipeline, underground tank or underground mining activity.
- j. Is a manufactured home on a sales lot.

- k. Is a manufactured home in a non-conforming Mobile Home Court or Park.

~~Accessory structures meeting all of the above criteria shall not require such a permit.~~

~~Any Zoning Permit for CONSTRUCTION OR ALTERATION, which has not been utilized within one year from the date of issuance, shall become invalid, and a new permit shall be required. Start of construction or alteration under a Zoning Permit shall constitute utilization. Farm buildings shall not require such a permit. Manufactured homes on a sales lot shall not require a permit. For a stored mobile home, see the applicable district regulations.—~~

A Zoning Permit shall remain in effect for a period of two (2) years from the date of issuance at which time any and all CONSTRUCTION OR ALTERATION shall be completed. A permittee holding an unexpired permit shall have the right to apply for an extension of the time within which the permittee will complete work under that original permit when work is unable to be completed within the time required for good and satisfactory reasons. The Land Use Department is authorized to grant, in writing, one or more extensions of the time period of a permit.

~~In a platted and recorded Manufactured Home Subdivision the initial placing of each manufactured home on its own lot shall require such a permit. No such permit shall be required for the subsequent placing of a manufactured home provided the replacement manufactured home meets all of the provisions of the district in which it is located. In a non-conforming Manufactured Home Court or Park, an existing manufactured home may be replaced by another manufactured home without such a permit provided the degree of non-conformity of the Manufactured Home Court or Park is not increased.~~

Amendment 6. The following amendment is being proposed to make the zoning permit requirements more flexible and streamlined.

Amend the Sweetwater County Zoning Resolution Section 4.B.3. to read as follows:

3. ~~Applications for Zoning Permits required by this Resolution shall be accompanied by a plat and boundary survey, drawn to scale, containing the name and address of the owner of record applicant, or agent, and with signatures of same; the location and dimensions of the land area in question, the size, dimensions, shape, and location of existing or proposed structures; and existing and proposed uses of the structure, structures, and land area including all easements; stamped Engineered~~

~~drainage—grading plans, soils, approved sewer and water plans, fire protection, right of access from public or onto the property of others, and proof of address information, and such other information that is necessary for the proper enforcement of this Resolution and the development of the property.~~

Applications for Zoning Permits required by this Resolution shall be accompanied by a site plan, drawn to scale, containing the following information:

- a. Address of the property
- b. Legal Description
- c. Location and dimensions of the land area in question
- d. Size, shape, dimensions and location of existing or proposed structures
- e. Location of fire hydrant or water supply
- f. Access including dimensions, distance from property corners and size of culvert
- g. Show general drainage of lot or parcel.
- h. Parking and loading areas
- i. Commercial signage, if applicable.
- j. Septic and wells locations
- k. Fuels being used or stored on the property
- l. Utilities
- m. Easements

The Land Use Staff may require additional information, such as a professionally prepared and stamped drawings if, ~~waive specific site plan requirements if,~~ after review, it is deemed that such specific site plan requirements are unnecessary.

~~In addition to complying with the Sweetwater County Land Use Regulations, the applicant must comply with rules and regulations from~~

~~County Health, County Surveying, County Engineering, County Fire, and Emergency Management.~~

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

~~When applicable, the department shall require the applicant to comply with requirements for water and sewer districts, utility companies, improvement districts, public water boards, irrigation districts, the State Fire Marshal, the Wyoming Department of Environmental Quality, the Wyoming Department of Transportation, or other special districts and agencies. When Federal or State Regulations have specific applicability to the development, the applicant - owner of record or agent shall comply with such regulations. (Resolution 09-03-CC-03)~~

RECOMMENDATION 11-11-ZO-03
LANGUAGE AMENDMENT – SWEETWATER COUNTY ZONING RESOLUTION
SECTIONS 3 AND 4

WHEREAS, on October 8, 2011 the Sweetwater County Land Use Department advertised that a public hearing would be held on November 9, 2011 at 10:00 a.m. proposing to update and amend Sections 3 and 4 of the Sweetwater County Zoning Resolution, and;

WHEREAS, the Sweetwater County Planning and Zoning Commission heard the public hearing on November 9, 2011 regarding this *Language Amendment to the Sweetwater County Zoning Resolution*, and;

WHEREAS, the Sweetwater County Planning and Zoning Commission at this public hearing requested and received public comment, and;

WHEREAS, after due consideration and discussion of all public comments received, the Planning and Zoning Commission voted 4-0 to recommend to the Sweetwater County Board of County Commissioners adoption of the Sections 3 and 4 Language Amendment as stated below:

Amendment 1. Amend the Sweetwater County Zoning Resolution Section 3.C. Establishment of Zoning Districts to read as follows:

C. Establishment of Zoning Districts

In order to carry out the provisions of this Resolution the unincorporated areas of Sweetwater County shall be divided into the following zoning districts:

1. A (Agricultural)
2. RR (Rural Residential)
3. RR-3 (Rural Residential)
4. RR-5 (Rural Residential)
5. R-1 (Single Family Residential)
6. R-2 (Mixed Residential)
7. R-2/SF (Single Family Residential)
8. R-3 (Multi-Family Residential)
9. MH (Manufactured Home)
10. B (Retail Business)
11. CRS (Commercial & Recreational Services)
12. C (General Commercial)

- 13. I-1 (Light Industrial)
- 14. I-2 (Heavy Industrial)
- 15. AO (Rock Springs - Sweetwater County Airport – Airport Influence Area Overlay)
- 16. MD (Mineral Development)
- 17. LS (Special Overlay District Governing Minimum Lot Size)

Amendment 2. Amend the Sweetwater County Zoning Resolution Section 3.D. Zoning District Map to read as follows:

E. Zoning District Map

1. The computer generated Zoning Map and all future amendments thereto are hereby established to be the “Official Zoning Map” of Sweetwater County and declared to be a part of this Resolution. The zone districts set forth on the Official Zoning Map are hereby and herewith adopted and approved; in the case of a conflict between the zone district depicted on the Official Zoning Map and the zone district adopted at a hearing pertaining to a particular parcel of property or shown in other official documents of Sweetwater County, the later shall control. The Land Use Department shall maintain on file true and correct copies of the official Sweetwater County Zoning Map. This version of the Official Zoning Map, as of the date of adoption, will be recorded in the office of the Sweetwater County Clerk and Recorder.

Amendment 3. Amend the Sweetwater County Zoning Resolution Section 3.E Zone Lot for Structures to read as follows:

Zone Lot for Structures

Except in the MD (Mineral Development) District and non-conforming sites, or as otherwise hereinafter provided, a separate ground area called the Zone Lot shall be designated, provided, and continuously maintained for each structure containing a Permitted Use or Uses and / or subordinate structures.

When Zone Lots are designated in the I-2 and MD Districts, those Zone Lots may contain more than one structure containing a Permitted Use.

No Zone Lot shall be required for the following: retaining walls, agricultural buildings, fences, flagpoles, signs, monuments and statuary, railroads and railways, bridges, utility and service installations, pipelines and underground mining activity.

All Zone Lots shall have one Front Line which shall abut a public or private street. Exemptions to the zone lot frontage requirements may be allowed for specific uses listed below. However, when an Exemption is granted, a public easement, private easement, or right-of-way sufficient to provide access is required. Exemptions to the public or private street requirement may include:

1. Unmanned communication facilities.
2. Forest management and logging
3. Mineral exploration and drilling
4. Unmanned or remotely located compressor stations.
5. Unmanned or remotely located metering stations.
6. Unmanned or remotely located fiber optic booster stations.
7. Unmanned or remotely located evaporation ponds.
8. Oil and gas drilling exploration and extraction facilities.
9. Gravel quarries.
10. Other similar commercial or industrial uses as approved by the Land Use Department.

Amendment 4. Amend the Sweetwater County Zoning Resolution Section 3 Appeal to read as follows: (This subsection removed from Section 4.D)

Rules for Proceeding before the Board of County Commissioners on Appeals

Appeal hearings shall be held in accordance with the “Rules for Contested Case Practice and Procedure before the Board of Sweetwater County Commissioners”. (Resolution 08-11-CC-01)

Amendment 5. Amend the Sweetwater County Zoning Resolution Section 4.B.1. Permits to read as follows:

1. No building or structure shall be commenced, erected, or altered until a Zoning Permit for CONSTRUCTION OR ALTERATION has been issued by the Land Use Department certifying that the proposed building or structure complies with all of the provisions of this Resolution. Structures which meet the following criteria shall not require a Zoning Permit:
 - a. Is two hundred (200) square feet or less in size.
 - b. Is one story in height.
 - c. Is not attached to a structure containing a Permitted Use.
 - d. Meets all setback requirements.
 - e. Is a building normally associated with agriculture purposes such as a barn.
 - f. Is a retaining wall, fence, flagpole, monument or statuary.

- g. Is a roadway, bridge, water line, sewer line, utility line, utility pole, railroad, pipeline, underground tank or underground mining activity.
- h. Is a manufactured home on a sales lot.
- i. Is a manufactured home in a non-conforming Mobile Home Court or Park.

A Zoning Permit shall remain in effect for a period of two (2) years from the date of issuance at which time any and all CONSTRUCTION OR ALTERATION shall be completed. A permittee holding an unexpired permit shall have the right to apply for an extension of the time within which the permittee will complete work under that original permit when work is unable to be completed within the time required for good and satisfactory reasons. The Land Use Department is authorized to grant, in writing, one or more extensions of the time period of a permit.

Amendment 6. Amend the Sweetwater County Zoning Resolution Section 4.B.3. to read as follows:

- 3. Applications for Zoning Permits required by this Resolution shall be accompanied by a site plan, drawn to scale, containing the following information:
 - a. Address of the property
 - b. Legal Description
 - c. Location and dimensions of the land area in question
 - d. Size, shape, dimensions and location of existing or proposed structures
 - e. Location of fire hydrant or water supply
 - f. Access including dimensions, distance from property corners and size of culvert
 - g. Show general drainage of lot or parcel.
 - h. Parking and loading areas
 - i. Commercial signage, if applicable.
 - j. Septic and wells locations
 - k. Fuels being used or stored on the property
 - l. Utilities
 - m. Easements

The Land Use Staff may require additional information, such as a professionally prepared and stamped drawing if, after review, it is deemed that such specific site plan requirements are necessary.

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

NOW THEREFORE be it resolved that the Sweetwater County Planning and Zoning Commission recommends that this Language Amendment be APPROVED.

Dated this 9th day of November, 2011.

Attest: Sweetwater County
Planning & Zoning Commission

Steven Dale Davis, County Clerk

Dan Scheer, Chairman

Resolution 12-01-CC-02
Sweetwater County Zoning Resolution Language Amendment
Sections 3 & 4

Whereas, the Board of Sweetwater County Commissioners (Board) is empowered by Wyoming Statutes 18-5-201 et. Seq. to regulate the use of land in the unincorporated areas of Sweetwater County; and,

Whereas, the Sweetwater County Comprehensive Plan of 2002 encourages and supports the creation and enforcement of appropriate regulations to ensure the protection of public health, safety and welfare; and,

Whereas, the Sweetwater County Planning and Zoning Commission held a public hearing on the proposed amendments to the Sweetwater County Zoning Resolution Sections 3 and 4 on November 9, 2011, said public hearing was advertised in the Rocket Miner on October 8, 2011; and

Whereas, after due consideration and discussion of all public comments received during a public hearing on November 9, 2011 the Planning and Zoning Commission voted 4-0 to recommend to the Sweetwater County Board of County Commissioners adoption of the proposed amendments to Sections 3 and 4 of the Sweetwater County Zoning Resolution; and

Whereas, the Sweetwater County Board of County Commissioners held a public hearing on the proposed amendments to Sections 3 and 4 of the Sweetwater County Zoning Resolution on January 3, 2012, said public hearing was advertised in the Rocket Miner on November 11, 2011; and

Whereas, the Board of Sweetwater County Commissioners has determined that the proposed amendments to Sections 3 and 4 of the Sweetwater County Zoning Resolution are in conformance with the public needs and will serve to promote public health, safety and well-being;

Now therefore let it be resolved, the Sweetwater County Board of County Commissioners, as authorized by Wyoming Statute 16-3-103 (b), hereby **APPROVES** the proposed amendments to Sections 3 and 4 of the Sweetwater County Zoning Resolution as follows:

Amendment 1. Amend the Sweetwater County Zoning Resolution Section 3.C. Establishment of Zoning Districts to read as follows:

C. Establishment of Zoning Districts

In order to carry out the provisions of this Resolution the unincorporated areas of Sweetwater County shall be divided into the following zoning districts:

1. A (Agricultural)
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3. RR-3 (Rural Residential)

4. RR-5 (Rural Residential)
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8. R-3 (Multi-Family Residential)
9. MH (Manufactured Home)
10. B (Retail Business)
11. CRS (Commercial & Recreational Services)
12. C (General Commercial)
13. I-1 (Light Industrial)
14. I-2 (Heavy Industrial)
15. AO (Rock Springs - Sweetwater County Airport – Airport Influence Area Overlay)
16. MD (Mineral Development)
17. LS (Special Overlay District Governing Minimum Lot Size)

Amendment 2. Amend the Sweetwater County Zoning Resolution Section 3.D. Zoning District Map to read as follows:

E. Zoning District Map

1. The computer generated Zoning Map and all future amendments thereto are hereby established to be the “Official Zoning Map” of Sweetwater County and declared to be a part of this Resolution. The zone districts set forth on the Official Zoning Map are hereby and herewith adopted and approved; in the case of a conflict between the zone district depicted on the Official Zoning Map and the zone district adopted at a hearing pertaining to a particular parcel of property or shown in other official documents of Sweetwater County, the later shall control. The Land Use Department shall maintain on file true and correct copies of the official Sweetwater County Zoning Map. This version of the Official Zoning Map, as of the date of adoption, will be recorded in the office of the Sweetwater County Clerk and Recorder.

Amendment 3. Amend the Sweetwater County Zoning Resolution Section 3.E Zone Lot for Structures to read as follows:

Zone Lot for Structures

Except in the MD (Mineral Development) District and non-conforming sites, or as otherwise hereinafter provided, a separate ground area called the Zone Lot shall be designated, provided, and continuously maintained for each structure containing a Permitted Use or Uses and / or subordinate structures.

When Zone Lots are designated in the I-2 and MD Districts, those Zone Lots may contain more than one structure containing a Permitted Use.

No Zone Lot shall be required for the following: retaining walls, agricultural buildings, fences, flagpoles, signs, monuments and statuary, railroads and railways, bridges, utility and service installations, pipelines and underground mining activity.

All Zone Lots shall have one Front Line which shall abut a public or private street. Exemptions to the zone lot frontage requirements may be allowed for specific uses listed below. However, when an Exemption is granted, a public easement, private easement, or right-of-way sufficient to provide access is required. Exemptions to the public or private street requirement may include:

1. Unmanned communication facilities.
2. Forest management and logging
3. Mineral exploration and drilling
4. Unmanned or remotely located compressor stations.
5. Unmanned or remotely located metering stations.
6. Unmanned or remotely located fiber optic booster stations.
7. Unmanned or remotely located evaporation ponds.
8. Oil and gas drilling exploration and extraction facilities.
9. Gravel quarries.
10. Other similar commercial or industrial uses as approved by the Land Use Department.

Amendment 4. Amend the Sweetwater County Zoning Resolution Section 3 Appeal to read as follows: (This subsection removed from Section 4.D)

Rules for Proceeding before the Board of County Commissioners on Appeals

Appeal hearings shall be held in accordance with the "Rules for Contested Case Practice and Procedure before the Board of Sweetwater County Commissioners".

Amendment 5. Amend the Sweetwater County Zoning Resolution Section 4.B.1. Permits to read as follows:

1. No building or structure shall be commenced, erected, or altered until a Zoning Permit for CONSTRUCTION OR ALTERATION has been issued by the Land Use Department certifying that the proposed building or structure complies with all of the provisions of this Resolution. Structures which meet the following criteria shall not require a Zoning Permit:
 - a. Is two hundred (200) square feet or less in size.
 - b. Is one story in height.
 - c. Is not attached to a structure containing a Permitted Use.
 - d. Meets all setback requirements.
 - e. Is a building normally associated with agriculture purposes such as a barn.
 - f. Is a retaining wall, fence, flagpole, monument or statuary.
 - g. Is a roadway, bridge, water line, sewer line, utility line, utility pole, railroad, pipeline, underground tank or underground mining activity.
 - h. Is a manufactured home on a sales lot.
 - i. Is a manufactured home in a non-conforming Mobile Home Court or Park.

A Zoning Permit shall remain in effect for a period of two (2) years from the date of issuance at which time any and all CONSTRUCTION OR ALTERATION shall be completed. A permittee holding an unexpired permit shall have the right to apply for an extension of the time within which the permittee will complete work under that original permit when work is unable to be completed within the time required for good and satisfactory reasons. The Land Use Department is authorized to grant, in writing, one or more extensions of the time period of a permit.

Amendment 6. Amend the Sweetwater County Zoning Resolution Section 4.B.3. to read as follows:

3. Applications for Zoning Permits required by this Resolution shall be accompanied by a site plan, drawn to scale, containing the following information:
 - a. Address of the property
 - b. Legal Description
 - c. Location and dimensions of the land area in question
 - d. Size, shape, dimensions and location of existing or proposed structures
 - e. Location of fire hydrant or water supply
 - f. Access including dimensions, distance from property corners and size of culvert
 - g. Show general drainage of lot or parcel.
 - h. Parking and loading areas
 - i. Commercial signage, if applicable.
 - j. Septic and wells locations
 - k. Fuels being used or stored on the property
 - l. Utilities
 - m. Easements

The Land Use Staff may require additional information, such as a professionally prepared and stamped drawing if, after review, it is deemed that such specific site plan requirements are necessary.

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

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

Dated this 3rd day of January, 2012.

Sweetwater County
Board of County Commissioners

Wally J. Johnson, Chairman

Gary Bailiff, Member

John K. Kolb, Member

Don Van Matre, Member

Attest:

Steven Dale Davis, County Clerk

Reid O. West, Member

**PUBLIC HEARING
ITEM #7**

**PROPOSED 2011 SUBDIVISION
REGULATIONS LANGUAGE
AMENDMENT FOR
SIMPLE LAND DIVISION
BOUNDARY LINE ADJUSTMENT
APPENDIX A – RECORD OF SURVEY
LOT DIVISION POLICY
SUBDIVISION FEES
APA FILING**

**BOARD OF COUNTY COMMISSIONERS
MEETING
JANUARY 3, 2012**

Prepared by:

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

**STAFF REPORT
PROPOSED 2012 SUBDIVISION REGULATIONS
LANGUAGE AMENDMENT FOR SIMPLE LAND DIVISION,
BOUNDARY LINE ADJUSTMENT,
APPENDIX A - RECORD OF SURVEY,
LOT DIVISION POLICY
SUBDIVISION FEES
APA FILING**

APPLICANT/OWNER:

Sweetwater County Land Use Department
80 West Flaming Gorge Way, Suite 23
Green River, WY 82935

APPLICATION SUMMARY:

This is a proposed action that must be done in accordance with the Administrative Procedures Act.

This Language Amendment will set forth the regulatory framework within the Subdivision Regulations for a new Simple Land Division process for a property owner to split a parcel and create one new parcel. This will create a fast, simple, and less costly procedure, much easier than a Minor Subdivision Process which is currently required.

The proposed Simple Land Division process takes advantage of Wyoming State Statute 18-5-306(a) which provides language for counties to make exemptions from subdivision regulations for subdivisions of 2 to 5 lots. A county can take advantage of this exemption and make it easy for property owners that wish to split with only a small number of lots.

A quick review of the Subdivision Regulations for Sweetwater County is this - All divisions of land must go through either a Major or Minor Subdivision Process.

- Minor Subdivision Process (where 2 to 4 lots are created), takes approximately 6 months
- Major Subdivision Process (where 5 or more lots are created) takes approximately 9 months

The Subdivision Regulations require that public hearings be held by the Planning and Zoning Commission and the Board of County Commissioners. The Administrative Procedures Act must also be complied with for this amendment and will require a Notice of Intent be approved by the Board of County

Commissioners and then provide a 45 day comment period before final action to approve or deny the rules.

The proposed amendments have been written in the following manner as a means to clearly illustrate the changes that are proposed with existing and new language:

- Underline means new language that is being added to the Code
- ~~Strikethrough~~ means existing Code language that is being eliminated
- Wording with no underline or ~~strikethrough~~ means existing Code Language that remains in the Code as is.

Amendment 1. Amend the Sweetwater County Subdivision Regulations by repealing existing sub-section 5.f. entitled “Land Division Created by Physical Barriers”, and replace with a new sub-section 5.f. entitled “Simple Land Division”, to read as follows:

~~(f) Land Division Created by Physical Barriers~~

~~(1) Definition~~

~~For the purposes of this section, a Simple Subdivision shall be defined as a single division of land which is created by a physical barrier. A physical barrier for the purposes of this Section shall be defined as a County Road, State Road, Federal Highway, or a railroad right-of-way which has currently active railroad tracks.~~

~~(2) Application Requirements~~

~~(a) Application form and fee.~~

~~(b) A Record of Survey plat as defined by Appendix B of these regulations, including a site plan showing all existing and proposed structures, irrigation and drainage patterns and improvements, utilities, fire protection, and setbacks.~~

~~(c) Written narrative describing both the existing and proposed land uses, how the adjustment will benefit the uses, and why the change will not negatively impact any existing land use in the vicinity.~~

~~(d) Names and addresses of abutting property owners.~~

- ~~(e) A Soil Conservation District map, soils description, and report.~~
- ~~(f) A site plan showing all existing and proposed structures; irrigation and drainage patterns and improvements, utilities, and fire protection.~~

~~(3) Review process~~

~~The application shall be reviewed and approved by the Sweetwater County Technical Review Team, and other departments and agencies as necessary.~~

~~(4) Criteria for Review of Simple Subdivision~~

- ~~(a) The Simple Subdivision shall not result in more than one new parcel as a result of the division.~~
- ~~(b) The land division shall not worsen any non-conforming setback situation nor create a violation of other codes or regulations of Sweetwater County.~~
- ~~(c) The design of the Simple Subdivision shall incorporate constraints based on soil conditions, topography, geologic hazards or physical features. Land Use Department Staff may reject a Simple Subdivision Application that does not properly address the constraints of adverse natural resource conditions.~~
- ~~(d) The land division shall be compatible with adjacent zoning classifications and uses on those lands.~~
- ~~(e) The resulting parcels shall not be eligible for simple subdivisions.~~
- ~~(f) Simple Subdivision layout shall incorporate the easements for the necessary drainage and utilities and their perpetuation.~~

~~(5) Approval~~

~~Approval shall be by the Sweetwater County Surveyor. (Resolution 08-07-CC-02)~~

f. Simple Land Division

(1) Authority and Purpose

For the purposes of this section, a Simple Land Division shall be defined as a subdivision of 1 unit of land into not more than 2 units of land, and is applicable only for lots within a platted subdivision. Pursuant to the authority granted by Wyoming Statute 18-5-306(a), the Sweetwater County Board of County Commissioners has determined that a Simple Land Division, as defined in these regulations, shall be exempt from the requirements of WS 18-5-306 Minimum Requirements for Subdivision Permits. Subsequent divisions of units of land from a Simple Land Division shall require either a Major Subdivision or a Minor Subdivision.

(2) Application Requirements

(a) Application Form and Fee

(b) A Record of Survey plat as defined by Appendix "A" of these regulations accompanied by legal documents being a warranty deed or quitclaim deed, to be recorded in the Sweetwater County Clerk's Office. Filing fees for the Sweetwater County Clerk are in addition to the filing fees for a Simple Land Division.

(c) Written narrative describing both the existing and proposed land uses, how the adjustment will benefit the uses, and why the change will not negatively impact any existing land use in the vicinity

(d) Names and addresses of abutting property owners

(3) Review process

The application shall be reviewed by the Sweetwater County Land Use Department, and other departments, agencies and Districts as necessary

(4) Criteria for Review of Simple Land Division

(a) A Simple Land Division is applicable only for a legally created lot in a platted subdivision.

(b) The applicant(s) shall be the owner of record.

(c) The Simple Land Division shall not result in more than one new parcel as a result of the division.

(d) The lots shall meet the minimum: lot width; area requirement; lot depth to front ratio; and, front line requirements of the Sweetwater County Subdivision Regulation.

(e) The Simple Land Division shall not worsen any non-conforming setback situation nor create a violation of other codes or regulations of Sweetwater County

- (f) The design of the Simple Land Division shall incorporate topographic and drainage constraints of the land that will provide buildable lots.
- (g) The Simple Land Division shall be compatible with adjacent zoning classifications and uses on those lands.
- (h) The resulting parcels shall not be eligible for further Simple Land Divisions
- (i) Simple Land Division "Record of Survey" shall incorporate the easements for the necessary drainage and utilities and their perpetuation.
- (j) The applicant shall be responsible for obtaining all necessary approvals and accesses for all utilities in perpetuity.
- (k) Identify all utility supply points, viability, and location.
- (l) Relief is not available when the person requesting relief has violated the subdivision regulations of the County regarding the specific parcel.

- (5) Record of Survey
A Record of Survey must be prepared and submitted in accordance with Appendix "A" of these regulations.
- (6) Approval
Approval shall be by the Sweetwater County Land Use Department

Amendment 2. Amend the Sweetwater County Subdivision Regulations, by amending sub-section 5.e. entitled "Boundary Line Adjustment", to read as follows:

(e) Boundary Line Adjustment

(1) Definition

For the purposes of this section, a Boundary Line Adjustment shall be defined as:

- (a) Repositioning a single line on a map or plat in order to indicate the true, theoretical, or other location of a boundary that strictly conforms to reliable information of record such as a BLM plat, a subdivision plat, or legal description when such line is contradictory to an existing line on the same map or plat, but based upon the same evidence. As provided by W.S. 18-5-303. (a) (vii), a division which is a sale or other

disposition of land for agricultural purposes or affects the alignment of property lines for agricultural purposes,

- (b) ~~A reconciliation of record information such as BLM plat, subdivision plat, or legal description with found evidence of a ground location or geodetic position that may require the relocation of the boundary line on the ground and/or on a related map or plat based upon the same evidence. As provided by W.S. 18-5-303. (a) (viii), a division which is created by boundary line adjustments where the parcel subject of the sale or other disposition is adjacent to and merged with other land owned by the grantee~~
 - (c) ~~A correction to a boundary of ownership caused by an encroachment, setback violation, bona fide boundary dispute or similar circumstance.~~
 - (d) ~~Official resurveys conducted by a BLM cadastral surveyor.~~
- (3) Submittal Requirements
- (a) Affidavit of Boundary Line Adjustment – Application Form, complete with all required information and signatures, accompanied with legal documentation being a warranty deed or quitclaim deed. and fee of \$150.00.
 - (b) Fees shall be paid to the Sweetwater County Clerk’s Office for the recording of all documents. ~~Fee of \$150.00. A Record of Survey Plat depicting the proposed Boundary Line Adjustment, including a site plan showing all existing structures and uses, irrigation and drainage patterns, and utilities.~~
 - (c) ~~Written narrative describing the existing land uses, how the adjustment will benefit the uses, and why the change will not impact any land use in the vicinity.~~
 - (d) ~~Names and addresses of abutting property owners.~~
 - (e) ~~A Soil Conservation District map and soils description~~
- (4) Review process

The application shall be reviewed by the Sweetwater County Land Use Department.

- (5) Criteria for Review of Boundary Line Adjustment
- (a) The Boundary Line Adjustment shall not result in more parcels than existed prior to the adjustment.
 - (b) The line adjustment shall not worsen any non-conforming setback situation nor create a larger number of non-conforming setback situations.
 - (c) The adjustment shall respect the natural resources and constraints of the property such as soils, topography, geologic hazards and utility placement.
 - (d) The adjustment shall provide two buildable lots. ~~be compatible with abutting land uses and will not interfere with accepted management practices on those lands.~~
 - ~~(e) The resulting parcels shall not be eligible for future boundary line adjustments.~~
 - (f) The Boundary Line Adjustment shall not be used to circumvent the Subdivision Regulations.
 - (g) The Boundary Line Adjustment must comply with the Zoning Resolution. ~~Regulations.~~
- (6) Approval

Approval shall be by the Sweetwater County Land Use Department.
~~(Resolution 08-07-CC-02)~~

Amendment 3. Amend the Sweetwater County Subdivision Regulations, by amending Appendix "A", to read as follows:

APPENDIX "A"

Record of Survey (Resolution 08-07-CC-02)

- A.** A Record of Survey Map shall accompany Permit Applications as required by the Sweetwater County Subdivision Regulations. ~~Construction/Use Permit Applications for lot divisions as defined under this policy.~~ The map shall depict the results of an actual land survey of all the land divided and shall be legibly drawn in permanent ink and shall be either eighteen inches by twenty four inches (18"x24") or twenty four inches by thirty six inches (24"x36") in size and shall comply with the requirements of W.S. 33-29-139.

- B.** The Record of Survey shall include the following information:
1. VICINITY MAP showing general location including Township/Range, names of adjoining subdivisions, existing roads or highways in vicinity and other pertinent information.
 2. A GRAPHIC showing original lot in entirety drawn to a suitable scale with the following:
 - a. All boundaries of the division annotated with accurate bearings, distances and relevant curve data, including distinction between record and measured.
 - b. Symbols for all monuments found, set, replaced, including type, size, inscriptions, etc. All angle points shall be monumented in compliance with current standard practices outlined in SBRPEPLS Rules & Regulations.
 - c. Ties to existing controlling monuments for all re-established original corners.
 - d. All easements of record associated with the property and the division thereof indicating the location, purpose, width and any recording information.
 - e. Names, locations and widths of all streets abutting property.
 - f. Identification system for both parcels – Numbering and/or Lettering.
 - g. Identification, location, setback distances, and dimensions of existing uses and all existing structures.
 - h. Names of all adjoiners.
 - i. Area of each resulting ~~sub~~-lot.
 - j. North arrow and graphic scale.
 - k. A drainage plan prepared and stamped by a Wyoming Professional Engineer.
 3. TEXT BLOCKS

- a. Name and Address of the owners/~~proprietors~~ of each parcel division including a reference to the aforesaid parcel identification and the deed recording information.
- b. Statement of Surveyor signed by a Professional Land Surveyor registered under the laws of the State of Wyoming certifying to the completeness and accuracy of the field survey and map.
- c. Citation of Basis of Bearing.
- d. Metes and Bounds legal description of each parcel.
- e. Name, Address and Phone number of firm preparing map and date of preparation.
- f. Applicants notarized statement of submittal in the following format:

“I/We applicant name(s) hereby submit this instrument for filing in the Office of Sweetwater County Clerk on this ___ day of _____, ____.

Signature of applicant(s)
(notary statement)

- g. Public Notice – “ANY FURTHER DIVISION OF EITHER PARCEL DESCRIBED IN THIS MAP SHALL REQUIRE FULL COMPLIANCE WITH ALL SUBDIVISION REGULATIONS OF SWEETWATER COUNTY” (Shall be noted in bold capital letters).

- 4. TITLE BLOCK in lower right corner of map as follows:

“RECORD OF SURVEY”, ~~“LOT DIVISION of~~ legal description of land, ~~being divided~~, Section, Township, Range, Sweetwater County, Wyoming.

- 5. LEGEND showing description of all symbols, lines, & other map features.
- 6. APPROVAL BLOCK – Sweetwater County Land Use Planning Office.

- C. Record of Survey Maps so submitted and approved by Sweetwater County ~~Planning~~ Land Use Office shall be filed of record in Office of

Sweetwater County Clerk. The fee for such filing shall be set by the Sweetwater Clerk \$25.00 in accordance with W.S. 18-3-402. Future conveyances of the subject property may make reference to the filed map.

Amendment 4. Amend the Sweetwater County Subdivision Regulations, by Repealing the Lot Division Policy in its entirety.

Lot Division Policy of Sweetwater County

Section 1. Authority

~~This policy is adopted pursuant to, in accordance with, and as an exercise of the authority vested in the Board of County Commissioners of Sweetwater County by Wyoming Statutes §18-5-201 to §18-5-208, Wyoming Statutes §18-5-501 to §18-5-315, The Subdivision Regulations of Sweetwater County, and the Zoning Resolution of Sweetwater County.~~

Section 2. Short Title

~~This policy shall be known, cited, and referred to as the Lot Division Policy of Sweetwater County, Wyoming.~~

~~Section 3. Purpose and Application~~

~~A. Purpose. This policy has been adopted with the following purposes in mind:~~

- ~~(1) To clarify Sweetwater County's interpretation of Wyoming State Statutes and Sweetwater County Subdivision Regulations regarding lot divisions.~~
- ~~(2) To establish a procedure for Sweetwater County to administer development permits on parcels created by the division of platted subdivision lots within the unincorporated areas of Sweetwater County into two parcels hereinafter referred to as lot divisions.~~

~~B. Application.~~

- ~~(1) This policy applies to lot divisions that have increased the total number of parcels or lots within a legally recorded subdivision within the unincorporated areas of Sweetwater County, Wyoming.~~
- ~~(2) Application of this policy does not waive Wyoming State Statutes, Sweetwater County Subdivision Regulations, Sweetwater County Zoning Resolution, or clear the land's title of violations under these regulations.~~

Section 4. Administration and Enforcement

~~A. Administration.~~

- ~~(1) The provisions of this policy shall be administered by the Sweetwater County Technical Review Team.~~
- ~~(2) All lot divisions on or after May 16, 2001 shall be deemed statutory subdivisions and shall comply with the Wyoming Statutes and the Subdivision and Zoning Regulations of Sweetwater County. Platting and recordation are a part of these requirements.~~
- ~~(3) Sweetwater County will accept and process Sweetwater County development permit applications for parcels created by lot divisions that occurred on or before May 16, 2001, provided that all requirements of this policy are met.~~

~~B. Enforcement.~~

- ~~(1) This policy shall be enforced by the Sweetwater County Technical Review Team.~~
- ~~(2) Failure to comply with the provisions of this policy or related statutes, resolutions or regulations will be prosecuted to the fullest extent of the law.~~

Section 5. Procedures

~~A. Any person requesting approval through the provisions of this policy shall submit their request on a form supplied by the Sweetwater County Technical Review Team.~~

~~B. The Sweetwater County Technical Review Team may approve development permits in accordance with this policy provided that the parcel must meet the following requirements:~~

- ~~(1) The parcel must have been created by a lot division that occurred on or before May 16, 2001.~~
- ~~(2) Legal and perpetual access, utility, and drainage easements shall be established and of record so that access, utility and drainage services are provided for the benefit of all the land divided and any and all persons acquiring ownership of property within the divided land.~~

~~(3) Private roads must have a minimum of a 30' wide right of way and shall comply with Section 5.C.(3) of this policy.~~

~~(4) All new construction must conform with the most current Sweetwater County Regulations.~~

~~C. Sweetwater County development permit applications for parcels in accordance with policy shall be accompanied by:~~

~~(1) A record of survey map as defined in Appendix "A" of this policy.~~

~~(2) Wyoming licensed professional engineer stamped drainage plan for the parcel must be provided by the applicant. See Appendix "B" of this policy for a sample drainage plan.~~

~~(3) If the applicant's parcel is not adjacent and abutting an officially approved public street or highway, a Wyoming licensed engineer stamped report verifying that the applicant's access road meet the requirements of the most current and adopted Uniform Fire Code must be submitted by the applicant.~~

~~(4) An affidavit signed by the owner of the property to be permitted stating that he/she agrees to and accepts the submitted Record of Survey required under this policy.~~

~~D. Applicants for future development permits may utilize materials previously recorded and on file in the Land Use Department submitted under this policy unless the information is deemed inaccurate or obsolete.~~

Section 6. Variances

~~If the applicant feels they cannot comply with the provisions of this policy or is aggrieved by the provisions herein, the applicant may apply for a variance through the Sweetwater County appeal process as stated in Section 4.D. of the Sweetwater County Zoning Resolution.~~

Section 7. Severability

~~Should any section or provision of this policy be declared by the courts to be unconstitutional or invalid, such declaration shall not affect the validity of the policy as a whole or any part thereof other than the part so declared to be unconstitutional or invalid.~~

Section 8. Amendments

~~The Board of County Commissioners may amend this policy as appropriate from time to time. All amendments shall be submitted to the Sweetwater County Planning and Zoning Commission for their review and recommendation. Any amendment to this policy shall be accomplished by the official action of the Board of County Commissioners after a public hearing held in accordance with the statutes of the State of Wyoming.~~

Section 9. Definitions

~~For the purpose of interpreting this policy the following words and terms are defined. Words used in the present tense shall include the future tense, and words used in the singular shall include the plural. The word "shall" or "must" when used in this policy is mandatory. The word "should" is directory and not mandatory, and the word "may" is permissive.~~

~~For the purpose of the policy, unless defined below, refer to Section 13 of the Sweetwater County Subdivision Regulations and/or Section 14 of the Sweetwater County Zoning Resolution. Where there is a conflict in definitions, the more restrictive definition shall apply.~~

~~**Development Permit:** For the purposes of this policy, a development permit shall include any permit (excluding subdivision permits) or licenses issued by those departments included in the Sweetwater County Technical Review Team.~~

~~**Lot:** For the purposes of this policy, a lot shall be defined a numbered or otherwise described tract of land designated on a recorded subdivision plat, and separated from other tracts for the purpose of development or for the transfer of ownership, exclusive of public rights-of way or private road easements.~~

~~**Lot Division:** The division of platted subdivision lots into two or more parcels that occurred prior to the effective date of this policy, being May 16, 2001.~~

~~**Lot Split:** For the purposes of this policy, a "Lot Split" shall mean the same as a "Lot Division" as defined above.~~

~~**Sweetwater County Technical Review Team:** This team consists of the divisions of Land Use, Engineering, Surveying, Community Development, Emergency Management, Sweetwater County Fire Warden, and Sweetwater County Health Department.~~

Section 10. Fees

~~The application fee for a Lot Division Policy application shall be \$50. The fee is required to be paid at the time the application is submitted. Failure to pay the appropriate fee constitutes an incomplete application.~~

~~All basic fees of the permit or license applied for, along with any and all recording fees, shall apply for any permit under this policy. (Resolution 10-11-CC-03)~~

~~APPENDIX "A"~~

~~Record of Survey~~

~~D. A Record of Survey Map shall accompany Construction/Use Permit Applications for lot divisions as defined under this policy. The map shall depict the results of an actual land survey of all the land divided and shall be legibly drawn in permanent ink and shall be either eighteen inches by twenty four inches (18"x24") or twenty four inches by thirty six inches (24"x36") in size and shall comply with the requirements of W.S. 33-29-139.~~

~~E. The Record of Survey shall include the following information:~~

~~7. VICINITY MAP showing general location including Township/Range, names of adjoining subdivisions, existing roads or highways in vicinity and other pertinent information.~~

~~8. A GRAPHIC showing original lot in entirety drawn to a suitable scale with the following:~~

~~l. All boundaries of the division annotated with accurate bearings, distances and relevant curve data, including distinction between record and measured.~~

~~m. Symbols for all monuments found, set, replaced, including type, size, inscriptions, etc. All angle points shall be monumented in compliance with current standard practices outlined in SBRPEPLS Rules & Regulations.~~

~~n. Ties to existing controlling monuments for all re-established original corners.~~

~~o. All easements associated with the property and the division thereof indicating the location, purpose, width and any recording information.~~

- ~~p. Names, locations and widths of all streets abutting property.~~
- ~~q. Identification system for both parcels — Numbering and/or Lettering.~~
- ~~r. Identification, location and dimensions of all existing structures.~~
- ~~s. Names of all adjoining.~~
- ~~t. Area of each resulting sub lot.~~
- ~~u. North arrow and graphic scale.~~

~~9. TEXT BLOCKS~~

- ~~h. Name and Address of the owners/proprietors of each division including a reference to the aforesaid parcel identification and the deed recording information.~~
- ~~i. Statement of Surveyor signed by a Professional Land Surveyor registered under the laws of the State of Wyoming certifying to the completeness and accuracy of the field survey and map.~~
- ~~j. Citation of Basis of Bearing.~~
- ~~k. Name, Address and Phone number of firm preparing map and date of preparation.~~
- ~~l. Applicants notarized statement of submittal in the following format:~~

~~“I/We applicant name(s) hereby submit this instrument for filing in the Office of Sweetwater County Clerk on this day of , .”~~

~~_____ Signature of applicant(s)~~

~~(notary statement)~~

- ~~m. Public Notice — “ANY FURTHER DIVISION OF EITHER PARCEL DESCRIBED IN THIS MAP SHALL REQUIRE FULL COMPLIANCE WITH ALL SUBDIVISION REGULATIONS OF SWEETWATER COUNTY” (Shall be noted in bold capital letters).~~

~~10. TITLE BLOCK in lower right corner of map as follows:~~

~~“RECORD OF SURVEY”, “LOT DIVISION of legal description of land being divided”, Section, Township, Range, Sweetwater County, Wyoming.~~

~~11. LEGEND showing description of all symbols, lines, & other map features.~~

~~12. APPROVAL BLOCK – County Planning Office.~~

~~F. Record of Survey Maps so submitted and approved by Sweetwater County Planning Office shall be filed of record in Office of Sweetwater County Clerk. The fee for such filing shall be \$25.00 in accordance with W.S. 18-3-402. Future conveyances of the subject property may make reference to the filed map.~~

Amendment 5. Amend the Sweetwater County Subdivision Regulations, by amending the Fees to read as follows:

Section 6. Fees

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

<u>Application or Requirement</u>	<u>Fee</u>
Sketch Plat	\$50
Preliminary Plat	\$75
Final Plat	\$225
Variance – Subdivision	\$225
Variance – GMP Sec. 7.4 Water & Sewer	\$225
Appeal – Subdivision (fee is per Variance)	\$50
Language Amendment	\$225
<u>Simple Land Division</u>	<u>\$150</u>

Recording Fee:

After approval of an application for a Subdivision Permit, the Final Plat, along with a recording fee as established and required by the Sweetwater County Clerk and Recorder, shall be filed with the County Clerk and Recorder.

Inspection Fee:

The developer shall pay to the County an inspection fee in the amount of not to exceed three (3%) percent of the total final construction cost of the project. Fees collected are for the purpose of partially offsetting costs incurred by the County for inspections of required improvements and shall be credited to the County General Fund. (Resolution 10-11-CC-02)

STAFF COMMENTS:

► The Sweetwater County Planning and Zoning Commission heard the public hearing on November 9, 2011 regarding this *Language Amendment to the Sweetwater County Subdivision Regulations*.

The Planning and Zoning Commission voted 4-0 to recommend to the Sweetwater County Board of County Commissioners adoption of the Language Amendments.

APA Notice of Intent to Amend the Sweetwater County Subdivision Regulations is needed to begin the 45 day comment period.

CERTIFIED RECOMMENDATION 11-11-PZ-02
LANGUAGE AMENDMENT – SWEETWATER COUNTY SUBDIVISION REGULATIONS
SIMPLE LAND DIVISION, BOUNDARY LINE ADJUSTMENT, APPENDIX A, LOT DIVISION
POLICY AND FEES

WHEREAS, on October 8, 2011 the Sweetwater County Land Use Department advertised that a public hearing would be held on November 9, 2011 at 10:00 a.m. proposing to update and amend the Sweetwater County Subdivision Regulations, and;

WHEREAS, the Sweetwater County Planning and Zoning Commission heard the public hearing on November 9, 2011 regarding this *Language Amendment to the Sweetwater County Subdivision Regulations*, and;

WHEREAS, the Sweetwater County Planning and Zoning Commission at this public hearing requested and received public comment, and;

WHEREAS, after due consideration and discussion of all public comments received, the Planning and Zoning Commission voted 4-0 to recommend to the Sweetwater County Board of County Commissioners adoption of the Language Amendment as stated below:

Amendment 1. Amend the Sweetwater County Subdivision Regulations by repealing existing sub-section 5.f. entitled “Land Division Created by Physical Barriers”, and replace with a new sub-section 5.f. entitled “Simple Land Division”, to read as follows:

f. Simple Land Division

(1) Authority and Purpose

For the purposes of this section, a Simple Land Division shall be defined as a subdivision of 1 unit of land into not more than 2 units of land, and is applicable only for lots within a platted subdivision. Pursuant to the authority granted by Wyoming Statute 18-5-306(a), the Sweetwater County Board of County Commissioners has determined that a Simple Land Division, as defined in these regulations, shall be exempt from the requirements of WS 18-5-306 Minimum Requirements for Subdivision Permits. Subsequent divisions of units of land from a Simple Land Division shall require either a Major Subdivision or a Minor Subdivision.

(2) Application Requirements

(a) Application Form and Fee

(b) A Record of Survey plat as defined by Appendix “A” of these regulations accompanied by legal documents being a warranty deed or quitclaim deed, to be recorded in the Sweetwater County Clerk’s Office. Filing fees for the Sweetwater County Clerk are in addition to the filing fees for a Simple Land Division.

(c) Written narrative describing both the existing and proposed land uses, how the adjustment will benefit the uses, and why the change will not negatively impact any existing land use in the vicinity

(d) Names and addresses of abutting property owners

(3) Review process

The application shall be reviewed by the Sweetwater County Land Use Department, and other departments, agencies and Districts as necessary

- (4) Criteria for Review of Simple Land Division
 - (a) A Simple Land Division is applicable only for a legally created lot in a platted subdivision.
 - (b) The applicant(s) shall be the owner of record.
 - (c) The Simple Land Division shall not result in more than one new parcel as a result of the division.
 - (d) The lots shall meet the minimum: lot width; area requirement; lot depth to front ratio; and front line requirements of the Sweetwater County Subdivision Regulation.
 - (e) The Simple Land Division shall not worsen any non-conforming setback situation nor create a violation of other codes or regulations of Sweetwater County
 - (f) The design of the Simple Land Division shall incorporate topographic and drainage constraints of the land that will provide buildable lots.
 - (g) The Simple Land Division shall be compatible with adjacent zoning classifications and uses on those lands.
 - (h) The resulting parcels shall not be eligible for further Simple Land Divisions
 - (i) Simple Land Division Record of Survey shall incorporate the easements for the necessary drainage and utilities and their perpetuation.
 - (j) The applicant shall be responsible for obtaining all necessary approvals and accesses for all utilities in perpetuity.
 - (k) Identify all utility supply points, viability, and location.
 - (l) Relief is not available when the person requesting relief has violated the Subdivision Regulations of the County regarding the specific parcel.
- (5) Record of Survey
A Record of Survey must be prepared and submitted in accordance with Appendix "A" of these regulations.
- (6) Approval
Approval shall be by the Sweetwater County Land Use Department

Amendment 2. Amend the Sweetwater County Subdivision Regulations, by amending sub-section 5.e. entitled "Boundary Line Adjustment", to read as follows:

(e) Boundary Line Adjustment

(1) Definition

For the purposes of this section, a Boundary Line Adjustment shall be defined as:

- (a) As provided by W.S. 18-5-303. (a) (vii), a division which is a sale or other disposition of land for agricultural purposes or affects the alignment of property lines for agricultural purposes,

- (b) As provided by W.S. 18-5-303. (a) (viii), a division which is created by boundary line adjustments where the parcel subject of the sale or other disposition is adjacent to and merged with other land owned by the grantee

(2) Submittal Requirements

- (a) Affidavit of Boundary Line Adjustment complete with all required information and signatures, accompanied with legal documentation being a warranty deed or quitclaim deed.
- (b) Fees shall be paid to the Sweetwater County Clerk's Office for the recording of all documents.

(3) Review process

The application shall be reviewed by the Sweetwater County Land Use Department.

(4) Criteria for Review of Boundary Line Adjustment

- (a) The Boundary Line Adjustment shall not result in more parcels than existed prior to the adjustment.
- (b) The line adjustment shall not worsen any non-conforming setback situation nor create a larger number of non-conforming setback situations.
- (c) The adjustment shall respect the natural resources and constraints of the property such as soils, topography, geologic hazards and utility placement.
- (d) The adjustment shall provide two buildable lots.
- (e) The Boundary Line Adjustment shall not be used to circumvent the Subdivision Regulations.
- (f) The Boundary Line Adjustment must comply with the Zoning Resolution.

(5) Approval

Approval shall be by the Sweetwater County Land Use Department.

Amendment 3. Amend the Sweetwater County Subdivision Regulations, by amending Appendix "A", to read as follows:

APPENDIX "A"

Record of Survey (Resolution 08-07-CC-02)

- A.** A Record of Survey Map shall accompany Permit Applications as required by the Sweetwater County Subdivision Regulations. The map shall depict the results of an actual land survey of all the land divided and shall comply with the requirements of W.S. 33-29-139.
- B.** The Record of Survey shall include the following information:
1. VICINITY MAP showing general location including Township/Range, names of adjoining subdivisions, existing roads or highways in vicinity and other pertinent information.
 2. A GRAPHIC showing original lot in entirety drawn to a suitable scale with the following:
 - a. All boundaries of the division annotated with accurate bearings, distances and relevant curve data, including distinction between record and measured.
 - b. Symbols for all monuments found, set, replaced, including type, size, inscriptions, etc. All angle points shall be monumented in compliance with current standard practices outlined in SBRPEPLS Rules & Regulations.
 - c. Ties to existing controlling monuments for all re-established original corners.
 - d. All easements of record associated with the property and the division thereof indicating the location, purpose, width and any recording information.
 - e. Names, locations and widths of all streets abutting property.
 - f. Identification system for both parcels – Numbering and/or Lettering.
 - g. Identification, location, setback distances, and dimensions of existing uses and all existing structures.
 - h. Names of all adjoining.
 - i. Area of each resulting lot.
 - j. North arrow and graphic scale.
 - k. A drainage plan prepared and stamped by a Wyoming Professional Engineer.
 3. TEXT BLOCKS
 - a. Name and Address of the owners of each parcel

- b. Statement of Surveyor signed by a Professional Land Surveyor registered under the laws of the State of Wyoming certifying to the completeness and accuracy of the field survey and map.
- c. Citation of Basis of Bearing.
- d. Metes and Bounds legal description of each parcel.
- e. Name, Address and Phone number of firm preparing map and date of preparation.
- f. Applicants notarized statement of submittal in the following format:

"I/We applicant name(s) hereby submit this instrument for filing in the Office of Sweetwater County Clerk on this ____ day of _____, _____.

Signature of applicant(s)
(notary statement)

- g. Public Notice – “ANY FURTHER DIVISION OF EITHER PARCEL DESCRIBED IN THIS MAP SHALL REQUIRE FULL COMPLIANCE WITH ALL SUBDIVISION REGULATIONS OF SWEETWATER COUNTY” (Shall be noted in bold capital letters).

- 4. TITLE BLOCK in lower right corner of map as follows:

“RECORD OF SURVEY”, legal description of land, Section, Township, Range, Sweetwater County, Wyoming.

- 5. LEGEND showing description of all symbols, lines, & other map features.
- 6. APPROVAL BLOCK – Sweetwater County Land Use Office.

C. Record of Survey Maps so submitted and approved by Sweetwater County Land Use Office shall be filed of record in Office of Sweetwater County Clerk. The fee for such filing shall be set by the Sweetwater Clerk in accordance with W.S. 18-3-402. Future conveyances of the subject property may make reference to the filed map.

Amendment 4. Amend the Sweetwater County Subdivision Regulations, by Repealing the Lot Division Policy in its entirety.

Amendment 5. Amend the Sweetwater County Subdivision Regulations, by amending the Fees to read as follows:

Section 6. Fees

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

<u>Application or Requirement</u>	<u>Fee</u>
Sketch Plat	\$50
Preliminary Plat	\$75
Final Plat	\$225
Variance – Subdivision	\$225
Variance – GMP Sec. 7.4 Water & Sewer	\$225
Language Amendment	\$225
Simple Land Division	\$150

Recording Fee:

After approval of an application for a Subdivision Permit, the Final Plat, along with a recording fee as established and required by the Sweetwater County Clerk and Recorder, shall be filed with the County Clerk and Recorder.

Inspection Fee:

The developer shall pay to the County an inspection fee in the amount of not to exceed three (3%) percent of the total final construction cost of the project. Fees collected are for the purpose of partially offsetting costs incurred by the County for inspections of required improvements and shall be credited to the County General Fund. (Resolution 10-11-CC-02)

NOW THEREFORE be it resolved that the Sweetwater County Planning and Zoning Commission recommends that this Language Amendment be APPROVED.

Dated this 9th day of November, 2011.

Attest: Sweetwater County
Planning & Zoning Commission

Steven Dale Davis, County Clerk

Dan Scheer, Chairman

**NOTICE BY THE SWEETWATER COUNTY COMMISSION OF ITS INTENTION TO AMEND
RULES OF THE SWEETWATER COUNTY SUBDIVISION REGULATIONS**

- (1) The Sweetwater County Board of County Commissioners intends to amend the "Sweetwater County Subdivision Regulations" pursuant to the Wyoming Administrative Procedures Act, Wyo. Stat § § 16-3-101 through 16-3-115.
- (2) The proposed new rules repeal the rules for land division created by physical barriers, provide a procedure for a simple land division wherein one parcel may be divided into two parcels, provide compliance with Wyoming State Statute for rules for boundary line adjustment, provide clarity for rules for Appendix - Record of Survey, repeal the rules for Lot Division Policy, and provides a fee for Simple Land Division.
- (3) The Sweetwater County Board of County Commissioners intends to amend Section 5 – Procedures for Platting, of the Sweetwater County Subdivision Regulations. The amendment will repeal the rules for "Land Division Created by Physical Barriers", and replace with new rules for "Simple Land Division".
- (4) The Sweetwater County Board of County Commissioners intends to amend Section 5 – Procedures for Platting, of the Sweetwater County Subdivision Regulations. The amendment will amend rules for Boundary Line Adjustment in order to gain compliance with Wyoming State Statutes.
- (5) The Sweetwater County Board of County Commissioners intends to amend Section 5 – Procedures for Platting, of the Sweetwater County Subdivision Regulations. The amendment will amend the Appendix for Record of Survey. The amendment will clarify that permits involving a Record of Survey will be required by the Subdivision Regulations and not the Zoning Resolution.
- (6) The Sweetwater County Board of County Commissioners intends to amend the Sweetwater County Subdivision Regulations by repealing the Lot Division Policy. The Simple Land Division rules will replace the Lot Division Policy.
- (7) The Sweetwater County Board of County Commissioners intends to amend Section 6 – Fees, of the Sweetwater County Subdivision Regulations. A new fee is proposed for Simple Land Division, and the fee for Subdivision Appeal is proposed to be repealed. The amendment will amend the Appendix for Record of Survey.
- (8) Any interested persons may comment on the amendments by writing to the Sweetwater County Land Use Department, c/o of Steve Horton, 80 W. Flaming Gorge Way Suite 23, Green River, WY 82935. All comments must be received before February 21, 2012.
- (9) Any interested person may obtain a copy of the proposed amendments by requesting a copy from the Sweetwater County Land Use Department, 80 W. Flaming Gorge Way Suite 23, Green River, WY 82935.
- (10) There are no substantive state statutory requirements applicable to these proposed amendments.

Signed this _____ day of _____, 2012.

Wally J. Johnson, Chairman, Sweetwater County
Board of County Commissioners

RESOLUTION 12-01-CC-01
SWEETWATER COUNTY ZONING RESOLUTION LANGUAGE
AMENDMENT
AGRICULTURE DISTRICT REGULATIONS

Whereas, the Board of Sweetwater County Commissioners (Board) is empowered by Wyoming Statutes 18-5-201 et. Seq. to regulate the use of land in the unincorporated areas of Sweetwater County; and,

Whereas, the Sweetwater County Comprehensive Plan of 2002 encourages and supports the creation and enforcement of appropriate regulations to ensure the protection of public health, safety and welfare; and,

Whereas, the Sweetwater County Planning and Zoning Commission held a public hearing on the proposed Agriculture District Regulations on September 14, 2011 (tabled) and October 12, 2011, said public hearing was advertised in the Rocket Miner on August 4, 2011; and

Whereas, after due consideration and discussion of all public comments received during a public hearing on October 12, 2011 the Planning and Zoning Commission voted 5-0 to recommend to the Sweetwater County Board of County Commissioners adoption of the proposed Agriculture District Regulations; and

Whereas, the Sweetwater County Board of County Commissioners held a public hearing on the proposed Agriculture District Regulations on January 3, 2012, said public hearing was advertised in the Rocket Miner on November 11, 2011; and

Whereas, the Board of Sweetwater County Commissioners has determined that the proposed Agriculture District Regulations attached hereto are in conformance with the public needs and will serve to promote public health, safety and well-being;

Now therefore let it be resolved, the Sweetwater County Board of County Commissioners, as authorized by Wyoming Statute 16-3-103 (b), hereby APPROVES the proposed Agriculture District Regulations Language Amendment to the Sweetwater County Zoning Resolution as follows:

1. Amendment 1. Amend the Sweetwater County Zoning Resolution Section 5.A.1. Agricultural District Regulations by adding the following new use to the List of Permitted Uses, and renumber uses as necessary:

() Single-Family Residential Structure including, but not limited to, manufactured home, modular home, mobile home, site built home.

2. Amendment 2. Amend the Sweetwater County Zoning Resolution Section 5.A.4.a. Agricultural District Regulations by amending this sub-section to read as follows:

- a. None, except that where permanent residential occupancy is conducted as a use, there shall be at least a ten (10) acre parcel of land. For a family exemption pursuant to Wyoming Statute 18-5-303(a)(i), there shall be at least a five (5) acre parcel of land.

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

Dated this 3rd day of January, 2012.

Sweetwater County
Board of County Commissioners

Wally J. Johnson, Chairman

Gary Bailiff, Member

John K. Kolb, Member

Don Van Matre, Member

Attest:

Steven Dale Davis, County Clerk

Reid O. West, Member

RESOLUTION 12-01-CC-02
SWEETWATER COUNTY ZONING RESOLUTION LANGUAGE
AMENDMENT
SECTIONS 3 & 4

Whereas, the Board of Sweetwater County Commissioners (Board) is empowered by Wyoming Statutes 18-5-201 et. Seq. to regulate the use of land in the unincorporated areas of Sweetwater County; and,

Whereas, the Sweetwater County Comprehensive Plan of 2002 encourages and supports the creation and enforcement of appropriate regulations to ensure the protection of public health, safety and welfare; and,

Whereas, the Sweetwater County Planning and Zoning Commission held a public hearing on the proposed amendments to the Sweetwater County Zoning Resolution Sections 3 and 4 on November 9, 2011, said public hearing was advertised in the Rocket Miner on October 8, 2011; and

Whereas, after due consideration and discussion of all public comments received during a public hearing on November 9, 2011 the Planning and Zoning Commission voted 4-0 to recommend to the Sweetwater County Board of County Commissioners adoption of the proposed amendments to Sections 3 and 4 of the Sweetwater County Zoning Resolution; and

Whereas, the Sweetwater County Board of County Commissioners held a public hearing on the proposed amendments to Sections 3 and 4 of the Sweetwater County Zoning Resolution on January 3, 2012, said public hearing was advertised in the Rocket Miner on November 11, 2011; and

Whereas, the Board of Sweetwater County Commissioners has determined that the proposed amendments to Sections 3 and 4 of the Sweetwater County Zoning Resolution are in conformance with the public needs and will serve to promote public health, safety and well-being;

Now therefore let it be resolved, the Sweetwater County Board of County Commissioners, as authorized by Wyoming Statute 16-3-103 (b), hereby APPROVES the proposed amendments to Sections 3 and 4 of the Sweetwater County Zoning Resolution as follows:

Amendment 1. Amend the Sweetwater County Zoning Resolution Section 3.C. Establishment of Zoning Districts to read as follows:

C. Establishment of Zoning Districts

In order to carry out the provisions of this Resolution the unincorporated areas of Sweetwater County shall be divided into the following zoning districts:

1. A (Agricultural)
2. RR (Rural Residential)
3. RR-3 (Rural Residential)
4. RR-5 (Rural Residential)
5. R-1 (Single Family Residential)
6. R-2 (Mixed Residential)
7. R-2/SF (Single Family Residential)
8. R-3 (Multi-Family Residential)
9. MH (Manufactured Home)
10. B (Retail Business)
11. CRS (Commercial & Recreational Services)
12. C (General Commercial)
13. I-1 (Light Industrial)
14. I-2 (Heavy Industrial)
15. AO (Rock Springs - Sweetwater County Airport – Airport Influence Area Overlay)
16. MD (Mineral Development)
17. LS (Special Overlay District Governing Minimum Lot Size)

Amendment 2. Amend the Sweetwater County Zoning Resolution Section 3.D. Zoning District Map to read as follows:

E. Zoning District Map

1. The computer generated Zoning Map and all future amendments thereto are hereby established to be the “Official Zoning Map” of Sweetwater County and

declared to be a part of this Resolution. The zone districts set forth on the Official Zoning Map are hereby and herewith adopted and approved; in the case of a conflict between the zone district depicted on the Official Zoning Map and the zone district adopted at a hearing pertaining to a particular parcel of property or shown in other official documents of Sweetwater County, the later shall control. The Land Use Department shall maintain on file true and correct copies of the official Sweetwater County Zoning Map. This version of the Official Zoning Map, as of the date of adoption, will be recorded in the office of the Sweetwater County Clerk and Recorder.

Amendment 3. Amend the Sweetwater County Zoning Resolution Section 3.E Zone Lot for Structures to read as follows:

Zone Lot for Structures

Except in the MD (Mineral Development) District and non-conforming sites, or as otherwise hereinafter provided, a separate ground area called the Zone Lot shall be designated, provided, and continuously maintained for each structure containing a Permitted Use or Uses and / or subordinate structures.

When Zone Lots are designated in the I-2 and MD Districts, those Zone Lots may contain more than one structure containing a Permitted Use.

No Zone Lot shall be required for the following: retaining walls, agricultural buildings, fences, flagpoles, signs, monuments and statuary, railroads and railways, bridges, utility and service installations, pipelines and underground mining activity.

All Zone Lots shall have one Front Line which shall abut a public or private street. Exemptions to the zone lot frontage requirements may be allowed for specific uses listed below. However, when an Exemption is granted, a public easement, private easement, or right-of-way sufficient to provide access is required. Exemptions to the public or private street requirement may include:

1. Unmanned communication facilities.
2. Forest management and logging
3. Mineral exploration and drilling
4. Unmanned or remotely located compressor stations.
5. Unmanned or remotely located metering stations.
6. Unmanned or remotely located fiber optic booster stations.
7. Unmanned or remotely located evaporation ponds.

8. Oil and gas drilling exploration and extraction facilities.
9. Gravel quarries.
10. Other similar commercial or industrial uses as approved by the Land Use Department.

Amendment 4. Amend the Sweetwater County Zoning Resolution Section 3 Appeal to read as follows: (This subsection removed from Section 4.D)

Rules for Proceeding before the Board of County Commissioners on Appeals

Appeal hearings shall be held in accordance with the “Rules for Contested Case Practice and Procedure before the Board of Sweetwater County Commissioners”.

Amendment 5. Amend the Sweetwater County Zoning Resolution Section 4.B.1. Permits to read as follows:

1. No building or structure shall be commenced, erected, or altered until a Zoning Permit for CONSTRUCTION OR ALTERATION has been issued by the Land Use Department certifying that the proposed building or structure complies with all of the provisions of this Resolution. Structures which meet the following criteria shall not require a Zoning Permit:
 - a. Is two hundred (200) square feet or less in size.
 - b. Is one story in height.
 - c. Is not attached to a structure containing a Permitted Use.
 - d. Meets all setback requirements.
 - e. Is a building normally associated with agriculture purposes such as a barn.
 - f. Is a retaining wall, fence, flagpole, monument or statuary.
 - g. Is a roadway, bridge, water line, sewer line, utility line, utility pole, railroad, pipeline, underground tank or underground mining activity.
 - h. Is a manufactured home on a sales lot.
 - i. Is a manufactured home in a non-conforming Mobile Home Court or Park.

A Zoning Permit shall remain in effect for a period of two (2) years from the date of issuance at which time any and all CONSTRUCTION OR ALTERATION shall be completed. A permittee holding an unexpired permit shall have the right to apply for an extension of the time within which the permittee will complete work under that original permit when work is unable to be completed within the time required for good and satisfactory reasons. The Land Use Department is authorized to grant, in writing, one or more extensions of the time period of a permit.

Amendment 6. Amend the Sweetwater County Zoning Resolution Section 4.B.3. to read as follows:

3. Applications for Zoning Permits required by this Resolution shall be accompanied by a site plan, drawn to scale, containing the following information:
 - a. Address of the property
 - b. Legal Description
 - c. Location and dimensions of the land area in question
 - d. Size, shape, dimensions and location of existing or proposed structures
 - e. Location of fire hydrant or water supply
 - f. Access including dimensions, distance from property corners and size of culvert
 - g. Show general drainage of lot or parcel.
 - h. Parking and loading areas
 - i. Commercial signage, if applicable.
 - j. Septic and wells locations
 - k. Fuels being used or stored on the property
 - l. Utilities
 - m. Easements

The Land Use Staff may require additional information, such as a professionally prepared and stamped drawings by a Wyoming Licensed

Surveyor, Engineer or Architect if, after review, it is deemed that such specific site plan requirements are necessary.

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

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

Dated this 3rd day of January, 2012.

Sweetwater County
Board of County Commissioners

Wally J. Johnson, Chairman

Gary Bailiff, Member

John K. Kolb, Member

Don Van Matre, Member

Attest:

Steven Dale Davis, County Clerk

Reid O. West, Member

RESOLUTION 12-01-ZO-01
HEATHER LEIGH JONES - HOME OCCUPATION PERMIT TYPE III
IN-HOME CHILD CARE

WHEREAS, Heather Leigh Jones has requested a Home Occupation Permit Type III, in accordance with Section 10.3 of the Sweetwater County Zoning Resolution, to operate an in-home child care business on a parcel legally described as:

Western Hills Mobile Home Park, Space 136, Sweetwater County, Wyoming.

WHEREAS, the Sweetwater County Board of County Commissioners held a public hearing in regards to this matter on January 3, 2012 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 applicant's request be APPROVED with the following conditions:

1. The Home Occupation Permit Type III is approved for a two (2) year period.
2. The permit is to run concurrent with the state permit from the Wyoming Department of Family Services.
3. The applicant shall abide by all Federal, State and Local regulations.

Dated this 3rd day of January, 2012.

Sweetwater County
Board of County Commissioners

Wally J. Johnson, Chairman

Gary Bailiff, Member

John K. Kolb, Member

Don Van Matre, Member

Attest:

Steven Dale Davis, County Clerk

Reid O. West, Member

RESOLUTION 12-01-ZO-02
JOSEPH G. FLAIM
CONDITIONAL USE PERMIT - IMPOUND AND SALVAGE YARD

WHEREAS, Joseph G. Flaim has requested a Conditional Use Permit, in accordance with Section 6 of the Sweetwater County Zoning Resolution, to allow an impound and salvage yard on a parcel of land legally described as:

Foothills Subdivision, Lot 21, Sweetwater County, Wyoming.

WHEREAS, the Sweetwater County Board of County Commissioners held a public hearing in regards to this matter on January 3, 2012 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 applicant's request be APPROVED with the following conditions:

1. The Conditional Use Permit is valid for a period of 2 years.
2. The applicant must utilize a fluid containment system.

Dated this 3rd day of January, 2012.

Sweetwater County
Board of County Commissioners

Wally J. Johnson, Chairman

Gary Bailiff, Member

John K. Kolb, Member

Don Van Matre, Member

Attest:

Steven Dale Davis, County Clerk

Reid O. West, Member

RESOLUTION 12-01-ZO-03
CANNON OIL & GAS WELL SERVICE, INC.
CONDITIONAL USE PERMIT - TEMPORARY CONSTRUCTION/STORAGE YARD

WHEREAS, Cannon Oil & Gas Well Service, Inc. has requested a Conditional Use Permit, in accordance with Section 6 of the Sweetwater County Zoning Resolution, to allow a temporary construction/storage yard including storage of work over rigs, mechanic work and secured equipment storage on a parcel of land owned by Elaine Cannon and legally described as:

A tract of land located in the West Half of the Southwest Quarter of Section 31, Township 25 North, Range 105 West of the 6th P.M., Sweetwater County, Wyoming, described as follows: Beginning at the southwest corner of said Section 31; thence North 00 degrees 09” West, along the West section line, a distance of 1849.83 feet; thence North 89 degrees 45’ East, parallel to the south line of Section 31, a distance of 1177.40 feet; thence South 00 degrees 09’ West, parallel to the west line of Section 31, a distance of 1849.83 feet East to a point on the South line of Section 31; thence South 89 degrees 45’ West along the South line of Section 31, a distance of 1177.40 feet, to the Southwest corner of said Section, the point of beginning.

WHEREAS, the Sweetwater County Board of County Commissioners held a public hearing in regards to this matter on January 3, 2012 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 applicant’s request be APPROVED with the following conditions:

1. The applicant will abide by the 2006 International Fire Code.
2. The Conditional Use is valid for a period of 5 years.

Dated this 3rd day of January, 2012.

Sweetwater County
Board of County Commissioners

Wally J. Johnson, Chairman

Gary Bailiff, Member

John K. Kolb, Member

Don Van Matre, Member

Attest:

Steven Dale Davis, County Clerk

Reid O. West, Member

RESOLUTION 12-01-ZO-04
SHIRLEY DELAMBERT - CONDITIONAL USE PERMIT
STORAGE OF OILFIELD TRUCKS, DRILLING RIGS AND OTHER RELATED EQUIPMENT

WHEREAS, Shirley DeLambert has requested a Conditional Use Permit, in accordance with Section 6 of the Sweetwater County Zoning Resolution, to allow the storage of oilfield trucks, drilling rigs and other related equipment on a parcel of land owned by Ralph and Shirley DeLambert and legally described as:

35 acres located in Sections 21 and 28, Township 25 North, Range 106 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 January 3, 2012 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 applicant's request be APPROVED with the following conditions:

1. The Conditional Use is valid for a period of 5 years.

Dated this 3rd day of January, 2012.

Sweetwater County
Board of County Commissioners

Wally J. Johnson, Chairman

Gary Bailiff, Member

John K. Kolb, Member

Don Van Matre, Member

Reid O. West, Member

Attest:

Steven Dale Davis, County Clerk