

**NOTICE - SWEETWATER COUNTY  
BOARD OF COUNTY COMMISSIONERS  
WILL MEET IN REGULAR SESSION  
Tuesday, April 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: 3-20-12
  - F . ACCEPTANCE OF BILLS
    - 1 . Approval of County Vouchers/Warrants
    - 2 . Approval of Bonds
    - 3 . Approval of Abates/Rebates
  - G . PUBLIC HEARING
    - 1 . Budget Amendment- Sweetwater Medics

**COMMISSIONER COMMENTS/REPORTS**

**9:00**

**COUNTY RESIDENT CONCERNS**

**9:30**

**ACTION/PRESENTATION ITEMS**

- 9:45**
- A . Commissioners Support Letter for FMC Granger Optimization Project
- 9:50**
- B . Request the Approval of the FY 2012 Hazardous Materials Emergency Planning Grant Agreement
- 9:55**
- C . Request the Approval of Resolution 12-4-GR-01 for the FY 2011 Juvenile Accountability Block

## Grant Application

- 10:00** D . Purchase of GPS Electronic Monitoring Equipment
- 10:15** E . Request Direction Regarding Grant/Employee Status for FY 2013 Budget
- 10:45** F . Family Justice Center MOU
- 10:55** G . YWCA Sexual Assault Awareness Month Proclamation
- 11:10** H . Proclamation in support of "Month of the Military Child"

### **OTHER**

**11:20**

### **EXECUTIVE SESSION(S) AS NEEDED**

### **LUNCH**

### **PLANNING & ZONING- PUBLIC HEARING**

**1:30**

- 1 . BP America/Rocky Mountain Pipeline Systems Zoning Map Amendment from I-1 to MD-1
- 2 . Samson Resources- Conditional Use Permit- Gravel Quarry
- 3 . Eden Valley Solid Waste Disposal District Conditional Use Permit- Transfer Station

### **ADJOURN**

**BUDGET WORKSHOP @ 2:15 p.m.**

March 20, 2012  
Green River, WY

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

**Approval of Agenda**

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

**Approval of Minutes 3-6-12**

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

**Public Hearing**

**Resolution 12-03-CL-01, Sweetwater County Budget Amendment**

County Clerk Dale Davis presented Resolution 12-03-CL-01, Sweetwater County Budget Amendment. Chairman Johnson opened the public hearing. Hearing no comments, the hearing was closed. *Commissioner Kolb moved to approve Resolution 12-03-CL-01. Commissioner Van Matre seconded the motion.* With no discussion, the motion was approved unanimously.

**RESOLUTION 12-03-CL-01  
SWEETWATER COUNTY  
BUDGET AMENDMENT**

DUE to the purchase of the Rock Springs National Bank building at 333 Broadway Ave with an adjoining area; Rock Springs Wyoming in the amount of \$600,000 approved at the Regular County Commissioners' Board meeting on March 6, 2012,

WHEREAS, it has been determined that the aforementioned funds need to be 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 General Fund:	
Capital Project – Capital Outlay	\$600,000
Reserves Decrease:	
FY 2011 Cash Reserves	\$600,000

Dated at Green River, Wyoming this 20th of March, 2012.

THE BOARD OF COUNTY COMMISSIONERS  
OF SWEETWATER COUNTY, WYOMING

\_\_\_\_\_  
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

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**Acceptance of Bills**

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

*Commissioner West moved to approve the county vouchers/warrants, monthly statements, bonds and the abates and rebates. Commissioner Kolb seconded the motion.* With no discussion, the motion was approved unanimously.

WARR#	NAME	DEPT	TOTAL
47654	Bridger Valley Electric Assn	Fire Marshal	27.81
5	Capital Business Systems	Treas, Clk	98.64
6	Centurylink	Commiss, Clk, Treas, Shrf, Co Atrny, Grants Proj, GR Cir Court, IT Dept, Shrf Dtn Mnt, Clk Dist Crt, Flt Veh Main, Comm Dev&Eng, Vet Services	591.27
7	Centurylink	Assess, Juv Prob, Road & Bridg, Elect, Human Resour, Purchasing, Grants Admin, RS Off Bld A, Shrf Emg Mgt, Fire Marshal, RS Mnt/C Pur, Comm Nur-Hom	2,234.78
8	City Of Green River	GR Fcl Mt CH, GR Cir Court, GR Rsvlt Mai, GR Wrhs Main, GR Rd & Brdg, GR JV Maint	1,685.22
9	CK Construction Corp	Grants Proj	79,429.47
47660	Directv	Shrf Emg Mgt	18.00
1	Questar Gas	GR JV Maint, GR Fcl Mt CH, GR Cir Court, GR Rsvlt Mai, GR Wrhs Main, GR Rd & Brdg	7,401.57
2	Rock Springs Municipal Ut	Fire Marshal, RS Rd & Brdg, RS Veh Maint, Thmpsn Bld A, RS Off Bld A, Att Bld 731C, Facil 731C C, Shrf Dtn Mnt, JV 731 Bld D	2,991.19
3	Rocky Mtn Power	Comm Dev&Eng, GR Rsvlt Mai, RS Rd & Brdg	3,776.58
4	Sweetwater Television Co	Shrf	28.50
5	West Side Water & Sewer Dist	RS Mnt/C Pur, Shrf Dtn Mnt	2,199.50
6	Wyoming Waste Services -	RS Mnt/C Pur	142.29
8	Ascent Construction Inc	Grants Proj	38,767.88
9	Bank Of The West	Gen Accts	1,414.98
47670	Bridger Valley Electric Assn	Farson R & B	238.09
1	Capital Business Systems	Juv Prob	713.03
2	Centurylink	Commiss, Clk, Treas, Assess, Co Atrny, Juv Prob, Grants Proj, GR Cir Court, IT Dept, GR Fcl Mt CH, Flt Veh Main, RS Off Bld A, Fire Marshal	1,176.71
3	Centurylink	Shrf, IT Dept, Clk Dist Crt, Road & Bridg, Elect, Comm Dev&Eng, Human Resour, Purchasing, Grants Admin, Enhd 911, Shrf Emg Mgt, Comm Nur-Hom	3,711.75
4	Home Depot Credit Service	Shrf Dtn Mnt, GR Fcl Mt CH, Road & Bridg	144.39
5	Home Depot Credit Service	GR Fcl Mt CH, Capital Proj, Purchasing, Clk Dist Crt, Shrf Dtn Mnt	3,852.80
6	Paetec	Commiss, Clk, Treas, Assess, Shrf, Co Atrny, Juv Prob, Grants Proj, GR Cir Court, IT Dept, Coroner, Clk Dist Crt, GR Fcl Mt CH	310.32
7	Paetec	Road & Bridg, Flt Veh Main, Elect, Comm Dev&Eng, Human Resour, Purchasing, Grants Admin, RS Off Bld A, Shrf Emg Mgt, Fire Marshal, Comm Nur-Hom	310.39
8	Payment Remittance Center	Shrf Dtn Mnt, Coop Ext/4H, Clk, Shrf, Assess, Land Use, GR Fcl Mt CH	1,416.69
9	Payment Remittance Center	IT Dept	184.04
47680	Payment Remittance Center	Elect, Commiss	361.35
1	Purchase Power	Shrf Dtn Mnt	200.00
2	Rocky Mtn Power	Shrf Dtn Mnt, RS Mnt/C Pur, Comm Dev&Eng, RS R&B Lagoo	5,320.58
3	Sweetwater Television Co	Shrf Dtn Mnt, Shrf Emg Mgt	149.58
4	Union Telephone Company Inc	Assess, Clk, Shrf Emg Mgt, Grants Admin, Co Atrny, Clk Dist Crt, GR Fcl Mt CH, Land Use, Purchasing, Vet Services, Road & Bridg	352.80
5	Union Telephone Company Inc	Co Atrny, Commiss, IT Dept, Coroner, GR Fcl Mt CH, Fire Marshal, Comm Dev&Eng, Land Use, Purchasing, Juv Prob, Road & Bridg, Coop Ext/4H	2,010.45
6	Union Telephone Company Inc	Shrf Dtn Mnt, Road & Bridg, Shrf	3,590.59
7	Wright Express FSC	Shrf, Flt Veh Main	22,285.20
8	Wyoming Waste Services	RS Veh Maint, RS Off Bld A, Thmpsn Bld A, RS Rd & Brdg,	

		Shrf Dtn Mnt	1,141.79
9	Wyoming Worker's Compensation	Fire Marshal, Shrf Dtn Mnt,	
		Shrf Emg Mgt, Co Atrny	116.11
47690	Ace Hardware	Shrf Dtn Mnt	117.76
1	Advanced Medical Imaging	Shrf Dtn Mnt, Coroner	425.00
2	Airgas Intermountain Inc	Road & Bridg	1,339.80
3	Alcohol & Drug Testing Serv	Shrf Dtn Mnt, Shrf, Employee Ben	521.00
4	Arnell Jr., Gary B.	Clk Dist Crt	690.00
5	Arnell Jr., Gary B.	Clk Dist Crt	1,980.00
6	Arnell Jr., Gary B.	Clk Dist Crt	3,040.00
7	Arnell Jr., Gary B.	Clk Dist Crt	4,120.00
8	Arnell Jr., Gary B.	Clk Dist Crt	780.00
9	Autospa Inc	Shrf, GR Fcl Mt CH	64.59
47700	Behavioral Interventions	Grants Proj	176.46
1	Bennett Paint & Glass	GR Fcl Mt CH	285.50
2	Brady Industries LLC	GR Fcl Mt CH	1,905.47
3	Carrier Corporation	GR Fcl Mt CH, Shrf Dtn Mnt	5,523.87
4	City Of Rock Springs	Commiss, Shrf Dtn Mnt	648.64
5	CJ Signs	Shrf	205.00
6	Climb Wyoming	Grants Proj	10,286.70
7	Communication Technologies	Shrf Emg Mgt	200.00
8	Copier & Supply Co Inc	Clk Dist Crt, Clk, Shrf,	
		Vet Services, Co Atrny, Assess,	
		Purchasing	319.58
9	Copier & Supply Co Inc	Shrf Dtn Mnt, Co Atrny, Land Use,	
		Commiss, Shrf, Clk Dist Crt	5,195.35
47710	Cottle, Carol R	Juv Prob	199.80
1	Creative Culture Insignia	Shrf Dtn Mnt	279.25
2	Culligan Bottled Water	Vet Services, Co Atrny	113.00
3	Culligan Soft Water Servi	Shrf Dtn Mnt	306.25
4	Days Inn Hot Springs Conv	Shrf Emg Mgt	77.00
5	Dell Marketing L P	Treas, Grants Proj	3,511.20
6	Digital-Ally, Inc.	Shrf	78.00
7	Eastin, Vickie	Clk	16.66
8	Eda	Grants Proj	1,975.91
9	Electrical Connections, Inc	Shrf Dtn Mnt, GR Fcl Mt CH	3,017.25
47720	Erickson, Andrea K	Juv Prob	132.09
1	F B McFadden Wholesale Co	Shrf Dtn Mnt	5,199.57
2	Family Dynamics Counseling	Grants Proj	350.00
3	Family Dynamics Counseling	Grants Proj	100.00
4	Fire Engineering Company	GR Fcl Mt CH, Shrf Dtn Mnt	4,165.00
5	Govconnection Inc	Enh 911, Animal Cntrl	1,011.99
6	Green River Star	GR Fcl Mt CH, Coop Ext/4H	60.00
7	High Desert Polaris - KTM	Flt Veh Main	129.99
8	High Plains Physical Therapy	Employee Ben	1,540.00
9	High Security Lock & Alarm	GR Fcl Mt CH, Shrf Dtn Mnt	349.50
47730	Hinckley Dodge Inc	Flt Veh Main	2,600.00
1	Homax Oil Sales, Inc.	Flt Veh Main	2,750.17
2	Iaai	Fire Marshal	75.00
3	Ibarra, Josefina	Coop Ext/4H	64.96
4	IBC Wonder / Hostess	Shrf Dtn Mnt	352.16
5	IBS Incorporated	Flt Veh Main	37.15
6	Industrial Solutions Inc	GR Fcl Mt CH	685.00
7	Inmate Services Corporation	Shrf Dtn Mnt	933.00
8	International Homicide	Shrf	700.00
9	K-Motive & Sports	Shrf	127.36
47740	Kelly, Karin	Juv Prob	679.32
1	Klickfile Inc	Clk	2,990.00
2	Korem Corporation	Comm Dev&Eng, Fire Marshal,	
		Land Use, Clk, Elect, Assess,	
		Shrf Emg Mgt	8,977.50
3	Lincare Inc	Shrf Dtn Mnt	416.00
4	Lujan, Catalina F	Clk Dist Crt	30.00
5	Macy's Truck Repair Inc	Flt Veh Main	110.00
6	Mathey Law Office	Co Atrny	1,500.00
7	Mathey Law Office - Assign	Clk Dist Crt	363.64
8	McKee Foods Corporation	Shrf Dtn Mnt	193.28
9	McKee, Shari J	Co Atrny	11.35
47750	Meadow Gold Dairy	Shrf Dtn Mnt	1,319.19
1	National Business Systems	Treas	1,924.20
2	Net Transcripts Inc	Co Atrny	461.80
3	Nicholas & Company	Shrf Dtn Mnt	1,549.91
4	Norco Inc	GR Fcl Mt CH	69.58
5	Office Outlet	Vet Services	71.77
6	Pamida - Pharmacy	Shrf Dtn Mnt	2,200.65
7	Parker, Joseph A	Fire Marshal	170.52
8	Performance Overhead Door	GR Fcl Mt CH	389.00
9	Pineda, Bobby Wayne	Public Defnd, Clk Dist Crt	1,530.00
47760	Plainsman Printing & Supply	Clk	1,011.02
1	Pro Force Law Enforcement	Shrf, Shrf Dtn Mnt	1,058.95
2	Quill Corporation	Treas, Vet Services, Comm Dev&Eng,	
		Grants Admin, GR Fcl Mt CH, Clk,	
		Commiss, Assess, Shrf Dtn Mnt	333.05
3	Quill Corporation	Vet Services, Grants Admin, Shrf,	

		Land Use, Grants Proj, Treas	1,305.95
4	Rathbun, Nolan F	Fire Marshal	157.62
5	Real Kleen Inc	Shrf Dtn Mnt	547.95
6	Rock Springs Chamber Of Commerce	Gen Co Admin	119.40
7	Rock Springs National Bank	Capital Proj	600,000.00
8	Rock Springs Newspapers Inc	Land Use	311.42
9	Rock Springs Newspapers Inc	Co Atrny	323.31
47770	Rock Springs Winlectric Co	GR Fcl Mt CH	71.22
1	Rocky Mountain Wash, LLC	GR Fcl Mt CH	12.00
2	Shadow Mountain Water Of WY	Vet Services	19.75
3	Skaggs Companies	Shrf	709.80
4	Smyth Printing Inc	Assess, Co Atrny	437.46
5	Staples Credit Plan	Co Atrny, Commiss, Purchasing, Treas	112.43
6	Sterling Communications	Shrf	620.00
7	SWCO Conservation District	Conservation	13,127.32
8	Sweetwater Co Events Comp	Grants Proj	10,204.34
9	Sweetwater Co Events Comp	Grants Proj	217,201.99
47780	Sweetwater County Health	Comm Nur-Hom	99,000.00
1	Sweetwater Medics LLC	Title 25	5,450.00
2	Sweetwater Plumbing & Heat	GR Fcl Mt CH	1,089.95
3	Sweetwater Technology Ser	Shrf	130.00
4	Sweetwater Trophies	GR Fcl Mt CH, Assess, Grants Admin	103.38
5	Swisher Hygiene Frachise	Shrf Dtn Mnt	171.44
6	Tegeler & Associates	Co Atrny, Juv Prob	100.00
7	The Hon Company	Co Atrny	87.61
8	The Radar Shop Inc	Shrf	1,869.00
9	The Radio Network	Shrf	400.00
47790	The Ups Store - #3042	Shrf, Grants Admin	185.78
1	U S Foodservice Inc	Shrf Dtn Mnt	1,790.01
2	United Site Services Of N	RS R&B Lagoo	120.25
3	Van Matre, Don	Commiss	77.70
4	West Payment Center	Co Atrny	1,045.80
5	Western Wyoming Family Pl	Human Svcs	1,500.00
6	Williams Scotsman Inc	Shrf	283.29
7	Wyoming Pathology Inc	Coroner	1,200.00
8	Wyoming Technology Transf	Comm Dev&Eng	110.00
GRAND TOTAL			1,244,513.22

The following unlisted warrants are payroll warrants:.

The following bonds were placed on file:

Gail Johnson	SWCO Weed & Pest District - Treasurer/Secretary	\$50,000.00
Bobbie L. Amos	Town of Wamsutter - Treasurer	\$25,000.00

TAXPAYER	TAX AMOUNT	TAXPAYER	TAX AMOUNT
GOFORTH BILL G	-60.64	GOFORTH BILL G	-53.46
GOFORTH BILL G	-60.06	GOFORTH BILL G	-53.64
GOFORTH BILL G	-59.84	BEUTEL JAMES F & TWYLA	-248.38
GOFORTH BILL G	-69.60	JESSOP KATHY	-233.60
GOFORTH BILL G	-51.42	JESSOP KATHY	-224.46

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### Publication of Names and Positions

County Clerk Dale Davis presented the publication of names and positions report. Following discussion, Commissioner West requested that the names of board members be removed from the report because they are not paid positions. Chairman Johnson entertained a motion for the approval of the publication as amended by Commissioner West. **Commissioner Kolb made the motion. Commissioner Bailiff seconded the motion.** With no discussion, the motion was approved unanimously.

### Commissioner Comments/Reports

#### Commissioner Kolb

Commissioner Kolb reported that he attended the following meetings: 6<sup>th</sup> Cent, Airport Board, Planning & Zoning and Wind Regulation. Commissioner Kolb spoke that he visited with Senator Hastert regarding the Jamestown Rio Vista water issues. Commissioner Kolb expressed his desire to move the agenda deadline date to the Wednesday prior to the Board of County Commissioner meeting. Lastly, Commissioner Kolb reported that he attended and was a speaker at the Events Complex and noted that the Events Complex hosted a presentation to announce that they were selected to host the National High School Finals Rodeo in 2014 and 2015.

#### Commissioner Van Matre

Commissioner Van Matre reported that he attended the Museum Board meeting. He further reported that he has met with I/T Director Tim Knight and explained that Civic Plus has been onsite to train staff with the new software. Commissioner Van Matre reported that he met with SW Wrap Director Cathie Hughes and VSO Director Denise Boudreault. Commissioner Van Matre explained that he is working with Grants Manager Krisena Marchal to determine if grant funding is available to renovate the building located at 333 Broadway, Rock Springs, Wyoming. Commissioner Van Matre noted that he met with Treasurer Robb Slaughter relative to the upcoming budget. Lastly, Commissioner Van Matre spoke that he met with several Jamestown residents relative to their water concerns.

#### **Chairman Johnson**

Chairman Johnson reported that he attended a BLM meeting in Cheyenne on March 16, 2012 relative to county and state issues. Chairman Johnson requested that each of the commissioners provide their comments regarding the Little Mountain letter that has been drafted. Chairman Johnson explained that, on Friday, March 30, 2012, he will attend the Jonah Gas Tour and noted that all of the commissioners are invited. Chairman Johnson requested that Deputy County Attorney John Prokos finalize the loan closing for the purchase of 333 Broadway, Rock Springs, Wyoming by the end of March.

#### **Commissioner West**

Commissioner West reported that he attended the 6<sup>th</sup> Cent meeting that was held by the cities and the Events Complex public announcement regarding the extension of the National High School Rodeo event by two years and noted that he toured the facility. Commissioner West explained that he met with Board of Health Director Janet Gerken relative to assisting the board to become more independent. Lastly Commissioner West spoke that he met with Jamestown Rio Vista Water District board member Kael Jasperson regarding water concerns. He explained that Jamestown Rio Vista expressed interest in a 6<sup>th</sup> cent project to extend the water line.

#### **Commissioner Bailiff**

Commissioner Bailiff reported that he visited with Jamestown Rio Vista Water District board member Kael Jasperson relative to working with the City of Green River for the 6<sup>th</sup> Cent initiative. Commissioner Bailiff spoke that, in the Chairman's absence, he signed a grant for dust abatement. Commissioner Bailiff reported that he attended the Library Board meeting. Commissioner Bailiff noted that he visited with Granger Mayor Perry concerning a surplus vehicle and had also received a telephone call from Granger Chief of Police requesting a surplus vehicle. He noted that he referred them to Purchasing Manager Marty Dernovich. Commissioner Bailiff reported that he attended the press conference at the Events Complex and toured the facility. Commissioner Bailiff further reported that he met with the Star Board concerning their interest in office space located at 333 Broadway, Rock Springs, Wyoming and discussed the increased bus service during the National High School Rodeo event. Lastly, Commissioner Bailiff reported that he along with Commissioner West and Commissioner Kolb attended the 6<sup>th</sup> cent tax proposal meeting held by the cities.

Chairman Johnson acknowledged that the return investment on the National High School Rodeo is estimated at \$36 million over the next four years and that the purchase of the Rock Springs National Bank building will also be beneficial to the county.

#### **County Resident Concerns**

Chairman Johnson opened county resident concerns. Resident Joe Decora was present to provide additional resident signatures in opposition of the wind farms in Sweetwater County. Deputy County Attorney John Prokos reported that he attended a bill signing in Cheyenne and expressed his pleasure at the passing of House Bill 92. Hearing no further, comments, the hearing was closed.

#### **Break**

Chairman Johnson called for a five minute break.

#### **Action/Presentation Items**

##### **Lifesaving Medal Awards for Detention Officers**

Sheriff Haskell presented lifesaving medal awards to Sergeant Gerald Carr, Corporal Forest Byers, Detention Officer Kari Hubert, Detention Officer Dwaine Shafe, Detention Officer Joanna Hagemann and Detention Control Room Operator Sarah Humphries.

##### **Approval to Amend Homeland Security Grant Purchases**

Sheriff Haskell requested authorization to purchase a 6x6 ATV Rescue Skid and Cargo Trailer. Sheriff Haskell further requested the authorization to amend the Homeland Security Grant purchase from its original request of WyoLINK radios and instead, purchase night vision monoculars. Following discussion, Chairman Johnson entertained a motion that this commission confirms the use of the grant funding from the purchase of WyoLINK radios to the items as listed and to hold the remaining balance of the WyoLINK grant pending. *Commissioner Bailiff made the motion. Commissioner Van Matre seconded the motion.* Following further discussion, the motion was approved unanimously.

##### **Discussion Regarding the FMC Granger Optimization Project**

FMC Director Jim Pearce was present to explain that permitting is currently underway for the Granger Optimization project. Mr. Pearce explained that detailed engineering design began in March 2012 and the submittal of the Industrial Siting application to Wyoming DEQ is planned for June 2012. Mr. Pearce further explained that construction would begin the second quarter of 2013 and full commercial operation would commence on or before the end of 2015.

## **Board Appointments**

### **Library Board- 3 Year Term**

Due to the resignation of John Dahlgren, an unexpired term is available on the library board. *Commissioner Bailiff nominated Joe Barbuto. Commissioner Kolb seconded the motion.* Following discussion, the motion was approved unanimously.

### **Health Board- 4 Year Term**

*Commissioner West moved to re-appoint Mark Sanders to the Health Board. Commissioner Van Matre seconded the motion.* Following discussion, the motion was approved unanimously.

### **Ted's Supper Club Catering Permit**

County Clerk Dale Davis explained that Ted's Supper Club is requesting an authorization for the City of Green River to issue a catering permit to Ted's Supper Club, holder of Sweetwater County Liquor License # Z11-MC-0230, to enable Ted's Supper Club to cater a reception at the Green River Pavilion on Saturday, April 14, 2012 from 7:00 p.m. to 12:00 midnight and authorize the Chairman to sign. Chairman Johnson entertained a motion to authorize the Chairman to sign said letter. *Commissioner West so moved. Commissioner Kolb seconded the motion.* With no discussion, the motion was approved unanimously.

### **Update Green River Urban Systems Functional Classification Map**

Public Works Director John Radosevich requested a motion to approve, and have the Chairman sign, the authorization to accept amendments to the Green River Urban Systems Functional Classification Map. Following discussion, Chairman Johnson entertained a motion to accept amendments to the Green River Urban Systems Functional Classification Map from the Urban System advisory committee for submittal to WYDOT. *Commissioner Bailiff so moved. Commissioner West seconded the motion.* Following discussion, the motion was approved unanimously.

### **High Desert Rural Healthcare District Mission/Vision/Strategy**

Due to being ahead of schedule, Chairman Johnson requested that High Desert Rural Healthcare representatives present their item. High Desert Rural Healthcare District committee members Lisa Colson, Sherry Lyons, Emma Waldner and Bobbie Amos were present to provide their mission, vision and strategy to provide sustainable funding and local control/management of funding to maintain, support growth of and provide continuity of healthcare, health promotion, emergency medical services and other related services to improve quality of health by forming a district.

### **Employee Benefits Software**

Human Resources Director Garry McLean requested authorization to purchase benefit management software which would allow each of the county entities participating in the plan to add and delete their employees, while the county maintains the overall database. Mr. McLean explained that the web based system would allow employees to self enroll, check benefit information, and update their benefit information. Following discussion, Chairman Johnson entertained a motion to give authorization, from this board, to fund this project as outlined in Mr. McLean's letter dated March 15, 2012 with the exception of not to exceed \$15,000.00 would be changed to not to exceed \$20,000.00. *Commissioner West so moved. Commissioner Van Matre seconded the motion.* With no discussion, the motion was approved unanimously.

## **Break**

Chairman Johnson called for a five minute break.

### **Request the Approval of the FY 2011 Emergency Management Performance Grant Relinquishment Letter**

Grants Manager Krisena Marchal requested a motion to approve, and have the Chairman sign, the FY 2011 Emergency Management Performance Grant agreement relinquishment letter. Following discussion, Chairman Johnson entertained a motion to approve, and have the Chairman sign, the FY 2011 Emergency Management Performance Grant agreement relinquishment letter. *Commissioner Kolb so moved. Commissioner Bailiff seconded the motion.* With no discussion, the motion was approved unanimously.

### **Emergency Medical Response**

Sweetwater Medics Managing Member Steven Kourbelas, Director Ron Gatti and partner Kelly Kennedy were present to request funding for 911 emergency calls. They explained that they are responding to all 911 emergency calls with the recent closing of the competitive ambulance service in Rock Springs. Following a lengthy discussion and the commission's request for Sweetwater Medics financial records, *Commissioner Bailiff made a motion that, for a quarter of the year, the remaining quarter of this fiscal year, we should entertain a budget adjustment to cover this service for the next three months until a permanent decision can be made at their rate of \$20,664.00 per month with the understanding that they approach the City of Rock Springs. Commissioner West seconded the motion.* Chairman Johnson restated the motion to have a budget amendment to the tune of \$20,664.00 for the next three months starting April, May and June and that the budget amendment would take place during the next Board of County Commissioner's meeting on April 3, 2012. Following further discussion and the request for financial records prior to the next meeting, the motion was approved with Commissioner Kolb voting nay.

## **Lunch**

Chairman Johnson recessed the meeting for lunch. After the lunch break, Chairman Johnson opened the afternoon session.

**Action/Presentation Items (Cont.)**

**Discussion Regarding Utilization of Office Space**

Sweetwater Family Resource Center Kathy Garrison requested consideration to locate the Sweetwater Family Resource Center in the recently purchased building located at 333 Broadway, Rock Springs, Wyoming. Following discussion, Chairman Johnson opened public comments. Resident Joe Decora expressed concerns relative to downtown parking. Hearing no further comments, the hearing was closed. The commission requested that entities interested in utilizing office space bring their request to Facilities Manager Chuck Radosevich so that a master list can be created and stressed that the county seat will not be moved to Rock Springs.

**Update on Wind Development Project on White Mountain**

Teton Wind President Gary Tassainer and Head Project Developer Jesse Tassainer updated the commission on the wind development project on White Mountain. Chairman Johnson explained that a moratorium for any permitting on wind farms is in effect for nine months to bring county regulations in line with state statutes and that the commission and staff will not be able to consider any permitting until the process is completed.

**Address Conflict**

Commissioner Bailiff explained that a resident, whose home is located on Country Club Lane, has addressed a concern regarding mail being delivered to their home due to address conflicts because, across the river, the street address is also County Club Lane. Commissioner Bailiff requested that Public Works Director John Radosevich contact the citizen to explain how the addresses were derived and to try to find a solution.

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

*Chairman Johnson entertained a motion to enter into executive session for personnel and potential litigation. Commissioner Kolb made the motion. Commissioner West seconded the motion.* With no discussion, the motion was approved unanimously. A quorum of the commission was present.

After coming out of executive session, Chairman Johnson explained that no action would be taken.

**Adjourn**

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

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

THE BOARD OF COUNTY COMMISSIONERS  
OF SWEETWATER COUNTY, WYOMING

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

\_\_\_\_\_  
Gary Bailiff, Member

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

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

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

ATTEST:

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

\*\*\*\*\*

	DATE	AMOUNT
EAL	3/22/2012	337,345.23
EAL	3/29/2012	67,812.22
EAL	3/30/2012	887,186.31
EAL	4/3/2012	781,405.85
EAL		

Payroll Net \$952,524.24 Payroll Checks 47667, 47799, 47820-47879, 47880

TOTAL AMOUNT \$2,073,749.61

John Kolb should abstain from approving the voucher to Alpha Petroleum Service for \$122.20.  
 Vouchers in the above amount are hereby approved and ordered paid this date of 04/03/2012

\_\_\_\_\_  
 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**

4-3-12

Linda E. Gertson	Town of Wamsutter- Deputy Clerk	\$25,000.00
Susan Carnes	Town of Wamsutter- Clerk Treasurer	\$50,000.00

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. 70475577

That we Linda E. Gertson,

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

unto Town of Wamsutter, the State of Wyoming, in the penal

sum of Twenty-Five Thousand and 00/100 DOLLARS (\$ 25,000.00), 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 20th day of March, 2012.

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

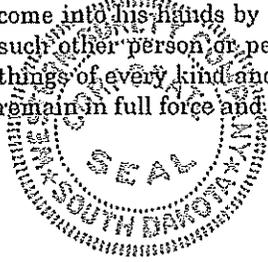
Principal was duly  Appointed  Elected to the office of Deputy Clerk

in the Town of Wamsutter,

and State aforesaid for the term beginning April 15, 2012, and ending

April 15, 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 Deputy Clerk 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.



Linda E. Gertson  
Principal

WESTERN SURETY COMPANY

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

Wyoming



# Western Surety Company

## OFFICIAL BOND AND OATH

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 58107476

That we Susan Carnes

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

unto Town of Wamsutter, the State of Wyoming, in the penal

sum of Fifty Thousand and 00/100 DOLLARS (\$ 50,000.00),

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 8th day of March, 2012.

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

Appointed

Principal was duly Elected  to the office of Clerk Treasurer

in the Town of Wamsutter,

and State aforesaid for the term beginning April 4, 2012, and ending

April 4, 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 Clerk Treasurer

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



Susan Carnes  
Principal

WESTERN SURETY COMPANY

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

## Authorization For Abate/Rebate of Ad Valorum Taxes

MARCH 16-31, 2012

NOVC	TAXPAYER	ACCOUNT	TAX DIST	VALUATION	TAX YEAR	TAX AMOUNT
2011-973	BP AMERICA PROD	62884	100	-2,608	2009	-163.84
2011-973	BP AMERICA PROD	62884	100	-1,693	2009	-106.36
2011-973	BP AMERICA PROD	62884	100	-1,693	2009	-106.36
2011-973	BP AMERICA PROD	62884	100	-1,693	2009	-106.36
2011-973	BP AMERICA PROD	62880	100	-41,932	2009	-2,633.84
STEVEN DALE DAVIS		Commissioner				
ATTEST						
		Commissioner				
		Commissioner				
		Commissioner				
		Commissioner				

NOTICE FOR (ABATE/REBATE) OF TAXES

Tax Account: 62884

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 BP AMERICA PROD CO.

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 2009 tax rolls of Sweetwater County, Wyoming, for Tax District No. 0100, the following described property has been assessed for \$ 75178368, in the name of BP AMERICA PROD CO and is incorrect for the reason that: NOV C 2011-973 TWO RIM OIL.

General Property Tax (G100) 160.92; Special Districts (S807) .74 (S835) 2.18 making a total valuation of \$2608 in excess of any and all property that should be rightfully assessed against BP AMERICA PROD CO for the year, 2009, and that there is an abate or rebate of \$163.84.

Handwritten signature of Patricia A Moody, Deputy County Assessor, Date 03/27/2012

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 2009, as of 3-27-12 at 12:23 AM/PM as follows: first half 11/9/09, second half 5-7-10.

Handwritten signature of Shelley Quest, County Treasurer, Date 3-27-12

This petition is approved, and correction of the 2009 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 BP AMERICA PROD CO in the amount of \$163.84.

County Clerk Date

NOTICE FOR (ABATE/REBATE) OF TAXES

Tax Account: 62884

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 BP AMERICA PROD CO.

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 2009 tax rolls of Sweetwater County, Wyoming, for Tax District No. 0100, the following described property has been assessed for \$ 75177453, in the name of BP AMERICA PROD CO and is incorrect for the reason that: NOV 2011-0973 TIERNEY OIL.

General Property Tax (G100) 104.46; Special Districts (S807) .48 (S835) 1.42 making a total valuation of \$1693 in excess of any and all property that should be rightfully assessed against BP AMERICA PROD CO for the year, 2009, and that there is an abate or rebate of \$106.36.

Signature of Patricia A Moody, Deputy County Assessor, Date 03/27/2012

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 2009, as of 3-27-12 at 12:47 AM/PM as follows: first half 11/9/09, second half 5/7/10.

Signature of Shelley Grant, Deputy County Treasurer, Date 3-27-12

This petition is approved, and correction of the 2009 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 BP AMERICA PROD CO in the amount of \$106.36.

County Clerk Date

NOTICE FOR (ABATE/REBATE) OF TAXES

Tax Account: 62884

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 BP AMERICA PROD CO.

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 2009 tax rolls of Sweetwater County, Wyoming, for Tax District No. 0100, the following described property has been assessed for \$ 75177453, in the name of BP AMERICA PROD CO and is incorrect for the reason that: NOV 2011-0973 TIERNEY OIL.

General Property Tax (G100) 104.46; Special Districts (S807) .48 (S835) 1.42 making a total valuation of \$1693 in excess of any and all property that should be rightfully assessed against BP AMERICA PROD CO for the year, 2009, and that there is an abate or rebate of \$106.36.

Handwritten signature of Patricia A Moody, County Assessor, Date 03/27/2012

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 not been paid for the year 2009, as of 3-27-12 at 12:48 AM/PM as follows: first half 11/9/09, second half 5/7/10.

Handwritten signature of Shelley Quest, County Treasurer, Date 3-27-12

This petition is approved, and correction of the 2009 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 BP AMERICA PROD CO in the amount of \$106.36.

County Clerk Date

NOTICE FOR (ABATE/REBATE) OF TAXES

Tax Account: 62884

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 BP AMERICA PROD CO.

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 2009 tax rolls of Sweetwater County, Wyoming, for Tax District No. 0100, the following described property has been assessed for \$ 75177453, in the name of BP AMERICA PROD CO and is incorrect for the reason that: NOVC 2011-0973 TIERNEY OIL.

General Property Tax (G100) 104.46; Special Districts (S807) .48 (S835) 1.42 making a total valuation of \$1693 in excess of any and all property that should be rightfully assessed against BP AMERICA PROD CO for the year, 2009, and that there is an abate or rebate of \$106.36.

Handwritten signature of Patricia A Moody, Deputy County Assessor, Date 03/27/2012

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 not been paid for the year 2009, as of 3-27-12 at 12:49 AM/PM as follows: first half 11/9/09, second half 5/7/10.

Handwritten signature of Shelley Quast, County Treasurer, Date 3-27-12

This petition is approved, and correction of the 2009 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 BP AMERICA PROD CO in the amount of \$106.36.

County Clerk Date

NOTICE FOR (ABATE/REBATE) OF TAXES

Tax Account: 62880

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 BP AMERICA PROD CO.

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 2009 tax rolls of Sweetwater County, Wyoming, for Tax District No. 0100, the following described property has been assessed for \$ 275604283, in the name of BP AMERICA PROD CO and is incorrect for the reason that: NOVC 2011-973 ECHO SPRINGS GAS.

General Property Tax (G100) 2587.20; Special Districts (S807) 11.84 (S835) 34.80 making a total valuation of \$41932 in excess of any and all property that should be rightfully assessed against BP AMERICA PROD CO for the year,2009, and that there is an abate or rebate of \$2633.84.

Signature of Patricia A Moody, Deputy County Assessor, Date 03/27/2012

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 2009, as of 3-27-12 at 12:54 AM (PM) as follows: first half 11/9/09, second half 5/7/10.

Signature of County Treasurer, Date 3-27-12

This petition is approved, and correction of the 2009 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 BP AMERICA PROD CO in the amount of \$2633.84.

County Clerk Date



RESOLUTION 12-04-CL-01  
SWEETWATER COUNTY  
BUDGET AMENDMENT

DUE to the request for funding of the 9-1-1 Calls to be answered by Sweetwater Medics and a motion approved in the Regular County Commissioners' Board meeting on March 20, 2012 for three months starting in April in the amount of \$20,664 each month,

WHEREAS, it has been determined that the aforementioned funds need to be 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 General Fund:	
Ambulance Service – Sweetwater Medics	\$61,992
Expenditures Decrease:	
Budget Adjustments	\$61,992

Dated at Green River, Wyoming this 3<sup>rd</sup> of April 2012.

BOARD OF COUNTY COMMISSIONERS  
SWEETWATER COUNTY, WYOMING

\_\_\_\_\_  
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

NOTICE OF PUBLIC HEARING  
SWEETWATER COUNTY  
BUDGET AMENDMENT

Notice is hereby given of a Public Hearing to amend the Sweetwater County 2011-2012 budget in the amount of \$61,992 due to needed funding for Sweetwater Medics to answer 9-1-1 calls.

Said hearing will be held at the Sweetwater County Commissioners' meeting room in the County Courthouse in Green River, Wyoming on the 3rd day of April, 2012 at 8:30 A.M. At this time, any and all interested persons may appear and express their opinion regarding the budget amendment.

Dated at Green River, Wyoming this 27<sup>th</sup> day of March, 2012.

Board of County Commissioners  
Sweetwater County, Wyoming

Attest:

(s) Wally J Johnson, Chair

(s) Steven Dale Davis, County Clerk

Please Advertise as a Legal Advertisement on March 28, 2012.

Robb Slaughter will discuss the attached item under “other” on the agenda.

**Rock Springs, Green River, Sweetwater  
County Joint Powers Board**

c/o City of Rock Springs  
212 D Street  
Rock Springs, WY 82901  
Phone 307-352-1581 Fax 307-352-1580

**INVOICE**

INVOICE #030  
DATE: MARCH 28, 2012

**TO:**  
Sweetwater County Board of County Commissioners  
80 West Flaming Gorge Way  
Green River, WY 82935  
Phone: 307-872-3890

**FOR:**  
911 Funds

DESCRIPTION	AMOUNT
<p>Pursuant to</p> <ol style="list-style-type: none"><li>1. Amended Joint Resolution Rock Springs, Green River, Sweetwater County Combined Communications Joint Powers Board and Board of County Commissioners of Sweetwater County adopted and approved the 5<sup>th</sup> day of March 2012.</li><li>2. W.S. 16-9-102 (a)(i) and (vi) amended.</li></ol> <p>The Combined Communications Joint Powers Board requests the transfer of any 911 tax funds to the board.</p>	
<b>TOTAL</b>	

Make all checks payable to Rock Springs, Green River, Sweetwater County Combined Communications Joint Powers Board

**Thank you for your business!**



BOARD OF COUNTY COMMISSIONERS

SWEETWATER  
C·O·U·N·T·Y

- WALLY J. JOHNSON, CHAIRMAN
- JOHN K. KOLB, COMMISSIONER
- GARY BAILIFF, COMMISSIONER
- REID WEST, COMMISSIONER
- DON VAN MATRE, COMMISSIONER

80 WEST FLAMING GORGE WAY, STE 109  
GREEN RIVER, WY 82935  
PH: (307) 872-3890 ~ FAX (307) 872-3992

March 21, 2012

Tom Schroeder, Program Principal  
State of Wyoming  
Department of Environmental Quality  
Industrial Siting Division  
Herschler Building, 4W  
122 West 25<sup>th</sup> Street  
Cheyenne, Wyoming 82002

Dear Tom:

I am writing on behalf of the Sweetwater County Board of County Commissioners to express my and the Board's support for the FMC Granger Optimization Project in Sweetwater County, Wyoming. The Board has been a strong supporter of economic development in southwestern Wyoming for many years and is pleased to see FMC's plans for its Granger facility come to fruition.

FMC has been a good partner with Sweetwater County. FMC helps provide a wonderful quality of life for the local community. Sweetwater County looks forward to the positive economic impacts that the FMC Granger Optimization Project will bring such as jobs, increased tax support and growth in the community.

Sincerely,

Wally Johnson, Chairman  
Sweetwater County Board of County Commissioners

Cc: John Lucas, FMC Environmental Team Leader, PO Box 872 Green River, WY 82935





**To:** Sweetwater County Commissioners  
**From:** Krisena Marchal  
**Subject:** BOCC Meeting 4-3-12  
**Request the Approval of the FY 2012 Hazardous Materials  
Emergency Planning Grant Agreement**

---

**Executive Summary:**

Sweetwater County has been awarded a Hazardous Materials Emergency Planning Grant on behalf of the Local Emergency Planning Committee (LEPC).

The grant award of \$1,800.85 requires a 20 percent cash of \$450.21 for a total project budget of \$2,251.06. It must be expended by June 30, 2012.

The funding will be used to coordinate funding for a Chlorine Exercise and will be overseen of the Emergency Management Office.

**Recommendation:**

Staff recommends approval of the request.

**Attachments:**

1. Budget
2. Agreement

**Action Requested:**

**Motion to approve, and have the Chairman sign, the FY  
2012 Hazardous Materials Emergency Planning Grant  
Agreement**

## FY 2012 HAZARDOUS MATERIALS EMERGENCY PLANNING (HMEP) GRANT BUDGET

**Summary:**

The grant funding and cash match will cover the costs to conduct a Chlorine Exercise that will be held in June 2012.

This Exercise will involve a tanker car leaking chlorine gas that will result in the evacuation of the Halliburton facilities and activation of the regional response team to contain the leak.

The costs include: supplies, rooms for the out-of-town evaluators, meals for participants, and Local Emergency Planning Committee (LEPC) notices.

**Budget:**

The required 20 percent cash match of \$450.21 will be transferred from the cost account, Grants Potential Match.

COST CATEGORY	GRANT FUNDS	COUNTY FUNDS	TOTAL COST
<b>PERSONNEL SERVICES</b>			
<i>Salaries &amp; Wages</i>			
<i>Employer Paid Benefits</i>			
<b>SUPPORTIVE SERVICES</b>			
<i>Communications:</i>			
<i>(Telephone)</i>			
<i>(Postage)</i>			
<i>Travel In-State</i>			
<i>Travel Out-of-State</i>			
<i>Supplies:</i>			
<i>(Consumables)</i>			
<i>(Commercial Printing)</i>			
<i>(Publications)</i>			
<i>(Equipment Purchases)</i>			
<i>(Real Property Rental)</i>			
<i>(Equipment Rental)</i>			
<b>GRANTS-IN-AID</b>	<b>1,800.85</b>	<b>450.21</b>	<b>2,251.06</b>
<b>CONTRACTUAL</b>			
<b>SUB-TOTAL</b>			
<b>OTHER COSTS:</b>			
<b>TOTAL</b>	<b>\$1,800.85</b>	<b>\$450.21</b>	<b>\$2,251.06</b>

CB 10/8/11



THE STATE OF WYOMING

MATTHEW H. MEAD  
Governor

# Office of Homeland Security

Telephone (307) 777-Home (4663)  
Fax (307) 635-6017  
Herschler Bldg., First Floor East, 122 W. 25th St., Cheyenne, Wyoming 82002

October 7, 2011

## Grant Award Agreement for the U.S. Department of Transportation, Hazardous Materials Emergency Planning Grant (HMEP) Fiscal Year 2012.

Political Subdivision:	Sweetwater County Local Emergency Planning Committee
Federal Award Amount:	\$ 1,800.85
Local Match Amount:	\$ 450.21
Total:	\$ 2,251.06
Award Period:	September 30, 2011 through June 30, 2012
DOT Award Num:	HM-HMP-0221-11-01-00
CFDA #:	20.703
Project ID:	12-DOT-SWB-HM-HMP12

1. **Parties:** The parties to this Grant Award Agreement [Grant] are the Wyoming Office of Homeland Security, whose principal address is Herschler Bldg, 1<sup>st</sup> Floor East, 122 West 25<sup>th</sup> Street, Cheyenne, WY 82002-0001 [Agency], and the Sweetwater County County Commissioners, whose mailing address is 80 West Flaming Gorge Way Ste 109, Green River, WY 82935. [Subrecipient] on behalf of Sweetwater County Local Emergency Planning Committee.
2. **Contact Information:** All reports, forms, and communications regarding this Grant shall be directed to the attention of Agency's designated contact person. Subrecipient must keep Agency up-to-date as to the name of the person acting as Subrecipient's primary contact person for this Grant, including any changes of contact persons, addresses, or telephone information. Preferably an e-mail address should be provided for the contact person and that e-mail account should be regularly checked for new messages.

### Homeland Security Contacts:

Melinda Gibson, Primary  
 State Hazard Mitigation Officer  
 Wyoming Office of Homeland Security  
 Herschler Bldg, 1<sup>st</sup> Floor East  
 122 West 25<sup>th</sup> Street  
 Cheyenne, WY 82002-0001  
 Phone: 307-777-4914  
 Fax: 307-635-6017  
 Email: [melinda.gibson@wyo.gov](mailto:melinda.gibson@wyo.gov)

WOHS  
Original Document

3. **Purpose of Grant Award:** The purpose of this Grant Award is to provide funding to develop, improve, and implement hazardous materials emergency plans under the Federal Emergency Planning Community Right-to-Know Act (EPCRA). Specific activities that will improve planning have been identified by Congress to include conducting commodity flow assessments, hazards analysis, drills and exercises, and enhancing emergency plans. Funding may also be used for training public sector employees to respond safely and efficiently to accidents and incidents, including those involving transportation of hazardous materials. Funds may not be used to purchase equipment. This is a Non-Construction Grant and the grant funds do not lose their federal identity.
4. **Funding Authority:** The funds Agency will distribute to Subrecipient are drawn from grant funds distributed to the State of Wyoming by the FY 2012 Department of Transportation Hazardous Materials Emergency Planning Grant, as authorized by 1) Federal Hazardous Materials Transportation Law, 49 U.S. C. 5101 et. seq; and 2) 49 CFR Part 110.
5. **Term of Grant Award and Required Approvals:** This Grant is effective when all parties have executed it and all required approvals have been granted. The term of this Grant is from September 30, 2011 through June 30, 2012. Subrecipient will be required to provide a 20 percent match in the amount of \$450.21 (four hundred fifty dollars and twenty-one cents) for a total amount of \$2,251.06 (two thousand two hundred fifty-one dollars and six cents).
6. **Payment:** Agency agrees to pay Subrecipient for the services described herein and performed during the performance period of the Grant. **The total payment under this Grant shall not exceed \$1,800.85 (one thousand eight hundred dollars and eighty-five cents).** No payment shall be made for services rendered outside the performance period of the grant or for activities commenced without prior approval, if prior approval is required. Payment will be made to Subrecipient by Agency upon receipt and approval of an HMEP Reimbursement Request Form, (Attachment 1) provided the expenditures comply with the FY2011 Program Guidelines, the authorized expenditures listed in Appendix A of the Program Guidelines, and all applicable federal and state laws, a partial list of which can be found on the enclosed CD-ROM.
7. **Responsibilities of Subrecipient:** Subrecipient may use these funds for hazardous materials planning and training. It is Subrecipient's responsibility to seek assistance, and/or guidance in performing the agreed upon work, and in seeking extensions to performance periods, as may be required.
  - a. By June 30, 2012, Subrecipient must encumber or spend all Grant funds, finish all performance activities and submit all of its requests for Grant funds. If this deadline cannot be met, a written request for an extension with an explanation must be submitted no later than June 30, 2012 to Agency for review and to the Director, Wyoming Office of Homeland Security for approval. Agency cannot guarantee approval of any extension request.
  - b. Subrecipient shall keep informed of and comply with federal statutes, rules and regulations as well as all state statutes, rules and regulations applicable to this Grant.
8. **Responsibilities of Agency:**
  - a. Agency will be available to provide necessary and feasible technical advice which may

be reasonably required by Subrecipient.

- b. Agency shall notify Subrecipient of any state or federal determination of noncompliance as provided herein. Agency will provide Subrecipient written notice of intent to impose immediate measures and will make reasonable efforts to resolve the problem informally.

9. **Special Provisions:**

- a. **Debarment and Suspension:** By signing this grant, Subrecipient certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency in accordance with Executive Order 12549, Debarment and Suspension and 44 CFR Part 17, or are on the disbarred vendors list at [www.epls.gov](http://www.epls.gov) .
- b. **Financial and Compliance Audit Report:** Subrecipients that expend an aggregate amount of \$500,000 or more in federal funds during their fiscal year will have a single audit performed in accordance with OMB Circular A-133, Audits of Federal Grants and Cooperative Agreements. Subrecipient will submit its single audit report to Agency if there are findings affecting Subrecipient. If there are no audit findings, Subrecipient will send a letter stating that a single audit has been performed, and there were no audit findings.
- c. **Human Trafficking.** As required by 22 U.S.C. 7104(g) and 2 C.F.R. Part 175, this agreement may be terminated without penalty if a private entity that receives funds under this agreement:
  - (a) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
  - (b) Procures a commercial sex act during the period of time that the award is in effect; or
  - (c) Uses forced labor in the performance of the award or subawards under the award.
- d. **Limitations on Lobbying Activities:** By signing this Grant Award Agreement, Subrecipient agrees that, in accordance with Public Law 101-121, payments made from a federal grant shall not be utilized by Subrecipient in connection with lobbying Congressmen, or any other federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.
- e. **Monitor Activities:** Agency shall have the right to monitor all Grant-related activities of the Subrecipient. This shall include, but not be limited to, the right to make site inspections at any time, to bring experts and consultants on site to examine or evaluate completed work or work in progress, and to observe all Subrecipient personnel in every phase of performance of Grant related work.
- f. **No Finder's Fees:** No finder's fee, employment agency fee, or other such fee related to the procurement of this Grant, shall be paid by either party.
- g. **Nondiscrimination:** Subrecipient shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. 27-9-105 *et seq.*), the Americans With Disabilities Act (ADA), 42 U.S.C. 12101, *et seq.*, and the Age Discrimination Act

of 1975. Subrecipient shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin or disability in connection with the performance of this Grant.

- h. **Non-Supplanting Certification:** Subrecipient hereby affirms that federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Potential supplanting will be addressed in the application review as well as in the pre-award review, post-award monitoring, and the audit. Subrecipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this grant.
- i. **Records Retention.** Subrecipient shall retain financial records and all other documentation for a minimum of three (3) years following the close of the grant or audit. Subrecipient will give Agency and any of their representatives, access to all books, documents, papers, and records which are pertinent to this grant.

10. **General Provisions:**

- a. **Amendments:** Any changes, modifications, revisions or amendments to this Grant which are mutually agreed upon by the parties to this Grant shall be incorporated by written instrument, executed and signed by all parties to this Grant.
- b. **Applicable Law/Venue:** The laws of the State of Wyoming shall govern the construction, interpretation and enforcement of this Grant. The Courts of the State of Wyoming shall have jurisdiction over this Grant and the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.
- c. **Assignment/Grant Not Used as Collateral:** No party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Grant without the prior written consent of the other party. Subrecipient shall not use this Grant, or any portion thereof, for collateral for any financial obligation, without the prior written permission of Agency.
- d. **Assumption of Risk:** Subrecipient shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to Subrecipient's failure to comply with state or federal requirements.
- e. **Availability of Funds:** Each payment obligation of Agency is conditioned upon the availability of government funds, which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed by Subrecipient, this Grant may be terminated by Agency at the end of the period for which the funds are available. No penalty shall accrue to Agency in the event this provision is exercised, and Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit Agency to terminate this Grant to acquire similar services from another party.
- f. **Confidentiality of Information:** Notwithstanding the release of records as required by the Wyoming Public Records Act, Wyo. Stat. 16-4-201 *et seq.*, all documents, data

compilations, reports, computer programs, photographs, and any other work provided to or produced by Subrecipient or Agent exclusive to the performance of this Grant shall be kept confidential unless written permission is granted by Agency for its release.

- g. **Conflicts of Interest:** Subrecipient shall notify Agency of any potential or actual conflicts of interest arising during the course of Subrecipient's performance under this Grant. This Grant may be terminated in the event a conflict of interest arises. Termination of this Grant will be subject to a mutual settlement of accounts.
- h. **Drug-Free Workplace:** Subrecipient shall certify that a drug-free workplace is maintained in accordance with the Drug-Free Workplace Act of 1989, Subpart F of 28 CFR Part 67.
- i. **Entirety of Grant:** This Grant, consisting of eight (8) pages plus three (3) attached documents: HMEP Reimbursement Request Form (1 page), HMEP Expense Claim Form (1 page), List of Allowable Expenditures (1 page), incorporated herein by reference, represents the entire and integrated Grant between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- j. **Ethics:** Subrecipient shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. 9-13-101, *et seq.*), and any and all ethical standards governing Subrecipient's profession.
- k. **Force Majeure:** No party shall be liable for failure to perform under this Grant if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies any other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.
- l. **Indemnification:** Each party to this agreement shall be responsible for any liability arising from its own conduct. No party agrees to insure, defend or indemnify any other party.
- m. **Independent Subrecipient:** Subrecipient shall function as an independent contractor for the purposes of this Grant, and Subrecipient and/or its employees shall not be considered employees of the State of Wyoming for any purpose. Subrecipient shall assume sole responsibility for any debts or liabilities that may be incurred by Subrecipient in fulfilling the terms of this Grant, and shall be solely responsible for the payment of all federal, state and local taxes which may accrue because of this Grant. Nothing in this Grant shall be interpreted as authorizing Subrecipient or its employees to act as an agent or representative for or on behalf of the State of Wyoming or Agency, or to incur any obligation of any kind on the behalf of the State of Wyoming or Agency. Subrecipient agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to State of Wyoming employees will inure to the benefit of Subrecipient or its employees as a result of this Grant.

- n. **Kickbacks:** Subrecipient certifies and warrants that no gratuities, kickbacks or contingency fees were paid in connection with this Grant, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Grant. If Subrecipient breaches or violates this warranty, Agency may, at its discretion, terminate this Grant without liability to Agency, or deduct from this Grant price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- o. **Modifying Grant:** Nothing in this Grant document, or any other guidance from Agency, shall be interpreted to modify, change, or supercede pertinent state statute and procedures, or federal grant guidance, rules, regulations, statutes, and procedures.
- p. **Notices:** All notices arising out of, or from, the provisions of this Grant shall be in writing and given to the parties using the contact information provided in paragraph 2, or as subsequently updated, either by regular mail, facsimile, e-mail, or delivery in person.
- q. **Patent or Copyright Protection:** Subrecipient recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license or other similar restrictions, and warrants that no work performed by Subrecipient will violate any such restriction.
- r. **Prior Approval:** This Grant shall not be binding upon either party, no services shall be performed under the terms of this Grant, and the Wyoming State Auditor shall not draw warrants for payment on this Grant, until this Grant has been reduced to writing, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming or his designee if required by Wyo. Stat. 9-2-1016(b)(iv)(D).
- s. **Program Income:** Income attributable to the Grant shall be (a) used by Subrecipient to increase the scope of the program, or (b) returned to Agency.
- t. **Severability:** Should any portion of this Grant be judicially determined to be illegal or unenforceable, the remainder of the Grant shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- u. **Sovereign Immunity:** The State of Wyoming and Agency do not waive sovereign immunity by entering into this Grant and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. 1-39-104(a) and all other state law. Subrecipient retains all immunities and defenses provided by law including Wyo. Stat. 1-39-101 *et seq.*
- v. **Taxes:** Subrecipient shall pay all taxes and other such amounts required by federal, state, and local law, including but not limited to federal and social security taxes, workers' compensation, unemployment insurance and sales taxes.
- w. **Termination of Grant award:** Grant funding may be terminated upon mutual agreement by Agency and Subrecipient and subject to settlement of all accounts. Grant funding may be suspended or terminated for cause if Subrecipient or Agent fails to perform in accordance with the terms of this Grant, including: failure to make satisfactory progress,

proposing or implementing substantial plan changes to the extent that, if originally submitted, the application would not have been selected for funding, failure to follow the requirements herein, failure to submit the required reports, and false certification in any report or other document. Agency will provide Subrecipient and Agent written notice of intent to impose immediate measures and will make reasonable efforts to resolve the problem informally.

- x. **Third Party Beneficiary Rights:** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Grant shall not be construed so as to create such status. The rights, duties and obligations contained in this Grant shall operate only between the parties to this Grant, and shall inure solely to the benefit of the parties to this Grant. The provisions of this Grant are intended only to assist the parties in determining and performing their obligations under this Grant. The parties to this Grant intend and expressly agree that only parties signatory to this Grant shall have any legal or equitable right to seek to enforce this Grant, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Grant, or to bring an action for the breach of this Grant.
- y. **Time is of the Essence:** Time is of the essence in all provisions of this Grant.
- z. **Titles Not Controlling:** Titles of paragraphs are for reference only, and shall not be used to construe the language in this Grant.
- aa. **Waiver:** The waiver of any breach of any term or condition in this Grant shall not be deemed a waiver of any prior or subsequent breach.

*This space intentionally left blank*

11. **Signatures:** By signing this Grant, the parties certify that they have read and understood it, that they agree to be bound by the terms of the Grant, that they have the authority to sign it.

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

AGENCY

\_\_\_\_\_  
Guy Cameron, Director

\_\_\_\_\_  
Date

SUBRECIPIENT

\_\_\_\_\_  
Mr. Wally Johnson, County Commission Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attested by: County Clerk

\_\_\_\_\_  
Date

ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM

S. Jane Caton # 80630  
S. Jane Caton, Senior Assistant Attorney General

10-19-11  
Date

COUNTY ATTORNEY'S OFFICE APPROVAL AS TO FORM

Clifford Boover  
County Attorney Signature

11-8-11  
Date

Attachments:

1. HMEP Reimbursement Request Form (1 page)
2. HMEP Expense Claim Form (1 page)
3. List of Allowable Expenditures (1 page)
4. Grant Guidance CD



MATTHEW H. MEAD  
Governor

THE STATE OF WYOMING

## Office of Homeland Security

Telephone (307) 777-Home (4663)

Fax (307) 635-6017

Herschler Bldg., First Floor East, 122 W. 25th St., Cheyenne, Wyoming 82002

### HMEP ALLOWABLE EXPENSES

The following is a list of LEPC hazardous materials emergency response related planning and training expenses allowed under the guidelines of the Hazardous Materials Emergency Planning (HMEP) Grant.

Grant funds are to be used for developing or updating the LEPC hazardous materials plan, practicing the plan, and/or conducting commodity flow studies. Grant funds may also be used for hazardous materials training. **The following expenses are allowed:**

- Computer hardware
- Office supplies
- Copy/printing fees
- Exercises with a hazardous materials component
- Hazardous Materials Public education campaigns
- Hazardous Materials Training registration
- Hazardous Materials Training supplies
- Instructor honorariums (*for hazardous materials training*)
- Public notices (radio, newspaper, etc)
- Professional memberships (must be transferable)
- Professional hazardous materials publications
- Travel (per diem and mileage or airfare) to attend hazardous materials related training

#### Examples of Ineligible Expenses:

- Equipment
- Expenses not related to hazardous materials
- Expenses claimed and/or reimbursed by another program
- Expenses counted as match funds towards another program
- Expenses that supplant existing funds/programs
- Salary
- Entertainment costs
- Teir II Chemical Inventory Reporting Activities
- Any costs disallowed or stated as ineligible in OMB Circular A-87 or 49 CFR Part 110 Final Rule

If you have any questions, please contact Melinda Gibson, Wyoming Office of Homeland Security at 307-777-4914 or email at [melinda.gibson@wyo.gov](mailto:melinda.gibson@wyo.gov).



**WYOMING OFFICE OF HOMELAND SECURITY  
HMEP Grant Reimbursement Request**

Jurisdiction:		Total Award Amount:
Payee (If different from above):		Grant Project ID #:
Prepared By:		Award Period:
Phone:	Email:	Request Period:

- |                                     |       |  |
|-------------------------------------|-------|--|
| 1. Cumulative Previous Request      | _____ | (Total of all previous requests)               |
| 2. Amount of this Request           | _____ | (Total of all expenses)                        |
| 3. Federal Portion                  | _____ | 80% of #2 (OR if LEPC Minutes Submitted, 90%)  |
| 4. Match                            | _____ | 20% of #2 (OR if LEPC Minutes Submitted, 10%)  |
| 5. Cash Balance on Hand as of today | _____ | (Cash amount remaining from previous requests) |

**PLEASE ATTACH HMEP FORM LISTING ALL EXPENDITURES.**

I certify to the best of my ability that all purchases are for the purpose of the grant and are allowable as defined in the Program Guidance. All expenses listed on the Expense Claim form have been paid/and/or ordered and the appropriate invoice/purchase order is included with this request. In addition, all supporting documentation is on file in the office of record and available for review or audit. Copies of documentation will be retained for a minimum of three (3) years after the close of the grant or resolution of any audit issues.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**WOHS Use Only:**

Reported Expenditures justify this REIMBURSEMENT request amount. YES \_\_\_\_\_ NO \_\_\_\_\_

Reimbursement request is:

Approved: \_\_\_\_\_ Modified to: \_\_\_\_\_ Denied: \_\_\_\_\_

Date Received: \_\_\_\_\_ Drawdown Number: \_\_\_\_\_

Remaining Balance \_\_\_\_\_

Verified by: \_\_\_\_\_

Total drawdown requested \_\_\_\_\_

Approved by: \_\_\_\_\_ Program Manager \_\_\_\_\_ Date \_\_\_\_\_

**Submit Original Signed Copy**



CURTIS TO:

RECEIVED

WJ - copy

Krisena Marchal - Orig

OCT 31 2011



THE STATE

OF WYOMING

SWEETWATER COUNTY  
COMMISSIONER'S OFFICE

MATTHEW H. MEAD  
Governor

## Office of Homeland Security

Telephone (307) 777-Home (4663)

Fax (307) 635-6017

Herschler Bldg., First Floor East, 122 W. 25th St., Cheyenne, Wyoming 82002

October 27, 2011

Mr. Wally Johnson, Chairman  
Sweetwater County  
80 West Flaming Gorge Way Ste 109  
Green River, WY 82935

Re: Local Emergency Planning Committees (LEPC)  
HMEP Grant Award Agreement ID# 12-DOT-SWE-HM-HMP21

Dear Chairman Johnson,

We are enclosing, for your review and appropriate action, the U.S. Department of Transportation Hazardous Material Emergency Planning (HMEP) Grant Award Agreement. This grant, requiring a 20% match on your part, is provided to each state to support the LEPC program in your respective county. This grant is distributed equitably to each county.

Federal statute, U.S. Code, Title 42, Chapter 116, Subchapter 1, §11001, requires each state, through the SERC, to establish emergency planning districts and local planning committees. To comply, Wyoming establishes a Local Emergency Planning Committee (LEPC) within each county.

The State Emergency Response Commission (SERC) was created pursuant to W.S. 35-9-152 "Wyoming Emergency Response Act." The purpose of this commission, consisting of members appointed by the Governor to advise the Homeland Security Director with respect to activities under this act, is to create and monitor the activities of Local Emergency Planning Districts.

This office provides administrative support to the SERC and monitors the status and progress of your LEPC. We are also available to provide outreach services including a technical review of your county's hazardous material contingency plan. Please contact us if you would like our staff to visit your county and attend one of your LEPC meetings.

If you have any questions regarding the LEPC program, please contact Mr. Kim Lee at 307.777.4903 or [kim.lee@wyo.gov](mailto:kim.lee@wyo.gov) or Melinda Gibson at 307.777.4914 or [melinda.gibson@wyo.gov](mailto:melinda.gibson@wyo.gov).

Best Regards,

A handwritten signature in black ink, appearing to read "Guy Cameron".

Guy Cameron  
Director

CC: LEPC Chairperson  
County Coordinator

Enclosures

HMEP Grant Award Agreement  
HMEP Forms & CD



**To: Sweetwater County Commissioners**

**From: Krisena Marchal**

**Subject: BOCC Meeting 4-3-12**

**Request the Approval of Resolution 12-04-GR-01 for the  
FY 2011 Juvenile Accountability Block Grant (JABG) Application**

**Executive Summary:**

Sweetwater County and the Cities of Rock Springs and Green River have the opportunity to apply for federal JABG grant funding to be used for a Truancy Program. School districts are not eligible to apply.

The proposed project focuses on the early intervention of youths who are habitual truants as per Wyoming State Statute (i.e. Five unexcused absences) in Sweetwater County. In the past the Program has been overseen and housed at the Juvenile Probation office.

The proposed budget is for the period January 1, 2013 to December 31, 2013 for one part-time employee. Sweetwater County is being asked specifically to sponsor the grant and provide a "soft" match in the form of administration and supportive services, not a cash contribution. The grant requests from the County and Cities represent the maximum eligible amount determined by a formula based on violent crime data and law enforcement expenditures.

The local Community Juvenile Services Board considers the project a high priority. Should the JABG funding end, the Program could be sustained by other grants through the Community Juvenile Services Board or by direct payment from the school districts.

	Grant Request	Grant Match @ 10%	Additional Cash Contribution	TOTAL
Green River	2,711	301		3,012
Rock Springs	5,465	607		6,072
Sweetwater County	9,211			9,211
School District #1			11,441	11,441
School District #2			4,722	4,722
	<b>\$17,387</b>	<b>\$908</b>	<b>\$16,163</b>	<b>\$34,458</b>

**Recommendation:**

Staff recommends approval of the request to sustain the Truancy Program for an additional 12 months.

**Attachments:**

1. Truancy Program Data
2. Resolution 12-04-GR-01

**Action Requested:**

**Motion to approve Resolution 12-04-GR-01 for the FY 2011  
Juvenile Accountability Block Grant Application**

**Sweetwater County Truancy Program  
Summary of Referrals February 2001 to October 2011**

**Total Number of Referral Cases to Date** **1,178**

**Released Referral Cases**

1 Moved away while participating	55	
2 Moved away prior to initial contact	52	
3 Deemed inappropriate by School	38	
4 Already supervised by Juvenile Probation	48	
5 Began homeschooling	7	
<b>TOTAL</b>	<b>200</b>	

**Current Referral Cases (as of 10/28/11)**

6 In progresss	12	
----------------	----	--

**Closed Referral Cases**

7 Completed terms of contract	713	74%
8 Broke contract/Referred to County Attorney	222	23%
9 Refused to participate	31	3%
<b>TOTAL</b>	<b>966</b>	<b>100%</b>

**Sweetwater County Truancy Program  
Summary of Referrals February 2001 to October 2011**

**Demographic Breakdown of Referral Cases**

**1,178**

**Referral Cases by Gender**

Male	567	48%
Female	611	52%

**Referral Cases by Location/City**

Rock Springs	810	69%
Green River	327	28%
Farson	4	0%
Wamsutter	5	0%
Granger	6	1%
Point of Rocks	2	0%
Superior	8	1%
Reliance	11	1%
Little America	3	0%
Eden	2	0%
Bairoil	0	0%
McKinnon	0	0%
Tollman Ranch	0	0%

**Referral Cases by Grade**

Kindergarted	0	0%
First Grade	42	4%
Second Grade	30	3%
Third Grade	32	3%
Fourth Grade	28	2%
Fifth Grade	38	3%
Sixth Grade	58	5%
Seventh Grade	158	13%
Eighth Grade	241	20%
Ninth Grade	354	30%
Tenth Grade	193	16%
Eleventh Grade	4	0%
Twelfth Grade	0	0%

**Duplicated Referral Cases**

**165 14%**

**FY 2011 JUVENILE ACCOUNTABILITY BLOCK GRANT**

**RESOLUTION 12-04-GR-01**

WHEREAS, Congress has authorized the Attorney General to provide grants through the Office of Juvenile Justice and Delinquency Prevention (OJJDP) under the Juvenile Accountability Block Grant (JABG) program for use by the States and units of local government to promote greater accountability in the juvenile justice system; and

WHEREAS, the Department of Family Services and the State Advisory Council on Juvenile Justice have been designated as the authorized entity to distribute Juvenile Accountability Block Grant (JABG) funds in the State of Wyoming; and

WHEREAS, \$17,387 in Juvenile Accountability Block Grant (JABG) funding is available to Sweetwater County and the Cities of Rock Springs and Green River; and

WHEREAS, Sweetwater County agrees to combine its Juvenile Accountability Block Grant (JABG) allotment with the allocations for the Cities of Rock Springs and Green River, to sustain a Truancy Program that meets the following JABG Purpose Area #11:

*Establishing and maintaining accountability-based programs designed to reduce recidivism among juveniles who are referred by law enforcement personnel or agencies*

WHEREAS, Sweetwater County agrees to comply with all Juvenile Accountability Block Grant (JABG) rules and regulations as outlined in the FY 2011 application packet; and

WHEREAS, Sweetwater County agrees to contribute a "soft match" in the form of supportive services including office space, equipment, etc., and grant administration and oversight; and

WHEREAS, the partnering entities of Rock Springs and Green River agree to pay a cash match of 10 percent of its program cost, or \$607 and \$301 respectively; and

WHEREAS, School Districts #1 and #2 will pay a total cash contribution of \$16,163 for the balance of the required match and supplemental costs to sustain the Program:

THEREFORE, Sweetwater County authorizes a joint application to the Department of Family Services and the State Advisory Council on Juvenile Justice for a total combined allocation of \$17,387 in FY 2011 Juvenile Accountability Block Grant (JABG) funds for Sweetwater County, and the Cities of Rock Springs and Green River.

Dated this 3<sup>rd</sup> day of April, 2012.

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

By:

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

\_\_\_\_\_  
*Gary Balliff, Member*

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

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

ATTEST:

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

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

# BOARD OF COUNTY COMMISSIONERS

## MEETING REQUEST FORM

Meeting Date Requested: 4-3-2012	Presenters Name: Michael Wilder
Department or Organization: Juvenile Probation	Contact Phone and E-mail: 872-3859 wilderm@sweet.wy.us
Exact Wording for Agenda: purchase of GPS electronic monitoring equip.	Preference of Placement on Agenda & Amount of Time Requested for Presentation:  15 min
Will there be Handouts? (If yes, include with meeting request form)  Yes	Will handouts require SIGNATURES: Yes
<b>Additional Information:</b>	
The Sweetwater County Community Juvenile Services Board(CJSB)	
has approved an allocation of \$5,000.00 to the Department of Sweetwater County Juvenile Probation to purchase two GPS monitoring units.	
The additional units will supplement our existing electronic monitoring program and will increase our ability to monitor a probationers location 24	
hours per day. The units will also give our Department and the Courts a computer print out showing where the probationer	
as been during each day they are being monitored. Additionally exclusion zones for the protection of victims and codefendants and zones of	
of mandatory presence (school, mental health sessions,community service) can also be monitored for strict compliance with the Court .	
order.The purchase contract which has been reviewed and approved by the County Attorneys office and a overview of the capability	
of the equipment is attached for your review. I am requesting that the Sweetwater County Board of County Commisioners approve	
the purchase of the GPS units at this time. It should be noted that our Juvenile Court Judge Nena James has voiced interest in the program	
as a means to reduce the number of youth placed in our detention center or in out of county placements.	

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

**To: Sweetwater County Commissioners**  
**From: Krisena Marchal**  
**Subject: BOCC Meeting 4-3-12**  
**GPS Units for Electronic Monitoring Program**

---

**Executive Summary:**

The Sweetwater County Department of Juvenile Probation implements an Electronic Monitoring Program that is currently sustained with grant funding. The purpose of the Program is to provide a graduated sanction to keep status and non-status offenders out of confinement.

[Note: a status offender is a juvenile charged with or adjudicated for conduct that would not be a crime if committed by an adult. Some examples are chronic truancy, running away, violating curfew laws, or possessing alcohol or tobacco.]

The proposed purchase of 2 GPS units and 12 month Network Plan has already been approved under the SFY 11 & 12 CJSB grant. Approval of grant funding to sustain the Program through FY 14 is pending and likely to receive a positive outcome.

**Recommendation:**

Staff recommends clarifying the following before approving the request:

- If future grant funding is not approved, what are the consequences if the County terminates the maintenance and network plan of \$1,036/year listed in the BI Purchase Agreement?

CS  
3/21/12

**BI INCORPORATED  
PURCHASE AGREEMENT**

Agreement No. 031312VG1 ("Agreement")

---

This AGREEMENT ("Agreement") is made by and between BI INCORPORATED, a corporation organized under the laws of the State of Colorado, with its principal place of business at 6400 Lookout Road, Boulder, CO 80301 ("BI") and SWEETWATER COUNTY, with its principal place of business for the purposes of this Agreement at 115 East Flaming Gorge Way, Green River, WY 82935 ("Customer").

WHEREAS, Customer has determined that a present need exists for the personal property, hereinafter referred to as the "Equipment", and

WHEREAS, Customer is authorized to enter into this Agreement by the laws and regulations to which Customer is subject; and

WHEREAS, upon full execution of this Agreement, the Purchase Agreement No. 061410VG1 shall terminate; and

WHEREAS, Customer and BI agree that the terms and conditions of this Agreement apply to the Equipment purchased hereunder; and

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. **Purchase Agreement.** BI agrees to sell to Customer and Customer agrees to purchase from BI the Equipment as (i) ordered by Customer and described on BI's packing list, or as (ii) described on an Equipment Schedule which shall be subject to this Agreement and separately executed by Customer and BI. Equipment includes all parts, cables, repairs, upgrades, features, additions and accessories incorporated therein. Each order of Equipment to be purchased by Customer, whether or not documented by an Equipment Schedule, shall be governed by this Agreement and shall constitute a separate agreement for purchase incorporating the terms and conditions herein. Capitalized terms used in this Agreement refer to the corresponding terms used in the Equipment Schedule and pertinent terms defined herein. Should any conflict arise between the terms of this Agreement or Equipment Schedule, the terms and conditions of the Equipment Schedule shall control. For those orders of Equipment which are not documented by an Equipment Schedule, the terms and conditions of the Agreement shall control.
2. **Payment.** The purchase price will be invoiced at time of delivery, and will be due and payable thirty (30) days following the Date of Installation. The Date of Installation will be the date on which a unit of Equipment installed and ready for use at the Customer's location. Interest on any amount which is past due shall accrue at the rate of 1-1/2% per month, or if such rate exceeds the maximum rate allowed by law, then at such maximum rate, and shall be payable on demand. Customer agrees that BI may withhold warranty or any other service to Customer if Customer's account with BI is delinquent.
3. **Other Charges.**
  - 3.1 **Taxes.** Unless Customer provides BI with evidence necessary to sustain an exemption therefrom, Customer shall be responsible for amounts equal to all license fees, taxes or assessments, however designated, whether levied or based on the purchase price, this Agreement, the Equipment or its use, exclusive of taxes based on the net income of BI. Any personal property taxes assessable on the Equipment after delivery to the carrier shall be borne by the Customer, and for purchase of installed Equipment, Customer will be liable for personal property taxes starting on the Effective Date.
  - 3.2 **Freight Charges.** If applicable, a delivery charge to cover all Equipment transportation and drayage from BI's plant shall be prepaid by BI, and charged to and payable by Customer.
4. **Price Protection.** Unless purchased by Customer pursuant to a Request For Proposal (RFP), bid award or similar transaction, all Equipment ordered pursuant to this Agreement is subject to announced price increases. Such price increases shall not be effective as to Equipment shipped within 90 days after the effective date of the price increase, provided that Customer's written order was received by BI prior to the announcement of the price increase. In the event that a price increase will be applicable to equipment

ordered by Customer, Customer may cancel the order for any such Equipment by giving written notice to BI within 30 days after the announced price increase.

5. **Title and Risk of Loss.** Title and Risk of Loss of Equipment purchased by Customer shall pass to Customer upon shipment F.O.B. from BI's facility.
6. **Site Preparation and Equipment Installation.** Customer at its expense, shall prepare the site for installation of the Equipment, including required space, electrical power, telephone lines, temperature and humidity controls and the like, in accordance with BI's installation specifications. BI will install the Equipment at its expense.
7. **Warranty.**
  - 7.1 **Statement of Warranty.** BI Incorporated warrants that the Equipment will conform to the applicable written BI Incorporated product specifications for that Equipment at the time of sale. Product specifications are available to Customer upon request. Specific terms and conditions pertaining to the warranty of the Equipment are set forth on the applicable written product warranty for the Equipment. Service pursuant to the warranty shall be provided in accordance with the terms and conditions of the applicable written product warranty. Customer will be responsible for the proper use, management and supervision of the Equipment. Customer agrees that BI will not be liable for any damages caused by Customer's failure to fulfill its responsibilities.
  - 7.2 **Disclaimer of Warranty.** EXCEPT AS EXPRESSLY SET FORTH HEREIN, BI INCORPORATED SPECIFICALLY EXCLUDES THE WARRANTIES OF MERCHANTABILITY AND FITNESS OF THE EQUIPMENT FOR A PARTICULAR PURPOSE. BI EXPRESSLY DISCLAIMS ANY WARRANTY THAT THE EQUIPMENT IS IMPERVIOUS TO TAMPERING. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED.
  - 7.3 **Damages.** IN NO EVENT WILL BI BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF BI HAS KNOWLEDGE OF THE POSSIBILITY OF THE POTENTIAL LOSS OR DAMAGE, IN CONNECTION WITH OR ARISING OUT OF THE PROVIDING, PERFORMANCE, OR USE OF EQUIPMENT PROVIDED UNDER THIS AGREEMENT.
  - 7.4 **Acts (applicable only to customers utilizing electronic monitoring equipment).** IN NO EVENT DOES BI ASSUME ANY RESPONSIBILITY OR LIABILITY FOR ACTS THAT MAY BE COMMITTED BY PERSONS SUBJECT TO CUSTOMER'S ELECTRONIC MONITORING PROGRAM.
8. **Patent and Proprietary Right Indemnity.**
  - 8.1 BI will or will have a third party at its own or such third party's expense, defend any action brought against the Customer to the extent that it is based on a claim that the Equipment supplied by BI under this Agreement infringes a United States patent, copyright or other proprietary right, and BI will pay those costs and damages agreed upon in settlement, compromise or finally awarded against the Customer in any such action. The obligation to make such defense and payments are conditioned on the following: (1) that BI shall be notified promptly in writing by the Customer of such claim; (2) that BI shall have sole control of the defense of any action on such claims and all negotiations for its settlement or compromise; and (3) should the Equipment become, or in BI's opinion be likely to become, the subject of a claim of infringement, the Customer shall permit BI or a third party, at its or such third party's option and expense, either (i) to procure for the Customer the right to continue using the Equipment, (ii) to replace or modify the same so that it becomes non-infringing, or (iii) to grant Customer a refund for such Equipment as depreciated and accept its return. The depreciation shall be an equal amount per year over the lifetime of the Equipment as established by BI. In no event shall this lifetime exceed three (3) years.
  - 8.2 BI will not have any liability to the Customer under the provisions of this Section for any infringement, or claim thereof, based upon the use of said Equipment in combination with other machines or devices not manufactured by BI or sold by BI to the Customer, or the use of the Equipment in a manner or for a purpose other than that for which it was supplied, or the use of the Equipment in a modified condition if such modification was not authorized by BI.
  - 8.3 The foregoing subsections 8.1 and 8.2 states the entire liability of BI with respect to infringement of any proprietary rights by the Equipment or any parts thereof.

9. **Modifications to Equipment.** By agreement between BI and Customer, changes in the configuration of Equipment described herein may be made prior to the date of shipment. After Equipment installation, model upgrades and additional features may be ordered in writing by Customer for purchase under this Agreement, for installation on the Equipment, subject to availability and to the prices in effect at the time of installation. A model upgrade is defined as a conversion of a unit of Equipment from one model to another model, not requiring a serial number change. A feature addition is defined as a modification to a Unit which provides additional capabilities and/or performance. The warranties on such model upgrades and features will be limited to the unexpired warranties on the unit of Equipment in which upgrades or features are installed.
10. **Limitation of Liability.** BI's entire liability and Customer's exclusive remedy for damages from any cause whatsoever, and regardless of the form of action, whether in contract, warranty or tort (including negligence), shall be limited to the purchase price for the specific units of Equipment that are the subject matter of or are directly related to the cause of action. The foregoing limitation will not apply to BI's liability under Section 8 entitled "Patent and Proprietary Right Indemnity" or to claims by third parties for personal injury or property damage arising out of the negligence of BI.
11. **Indemnification Covenants.**
  - 11.1 **General.** BI will indemnify Customer from and against all liability resulting from the negligence or willful misconduct of BI, its employees and agents in the manufacture and delivery of the Equipment. Customer will indemnify BI from and against all liability resulting from the negligence or willful misconduct of Customer, its employees and agents in the operation and use of the Equipment.
  - 11.2 Acts (applicable only to customers utilizing electronic monitoring equipment). Because BI does not approve those persons subject to Customer's electronic monitoring program, Customer agrees to indemnify BI from and against all liability resulting from the acts committed by those persons subject to its electronic monitoring program.
  - 11.3 The term "liability" includes but is not limited to legal fees and expenses, penalties and interest.
  - 11.4 This indemnification provision shall remain in effect even if (a) Customer has made full payment under this Agreement; or (b) this Agreement is terminated.
12. **Notices.** Any notices or communications given or required in connection with any Equipment Schedule incorporating this Agreement shall be in writing and shall be deemed to have been given when sent by U.S. regular mail, postage prepaid, or by telegram to the other party at the address stated herein above and directed to the attention of the person signing this Agreement, his successor, other designee or officer of the party. Notice sent by other means shall be deemed effective upon receipt. A change in the address of either party may be made in the same manner as for giving of any other notice.
13. **General.**
  - 13.1 Without the prior written consent from BI, Customer shall not assign or transfer this Agreement.
  - 13.2 During the warranty period, if any, Customer shall not permit the use of the Equipment by any person other than the operators in Customer's direct employ or under Customer's direct supervision or representatives of BI.
  - 13.3 The entire agreement between the parties with respect to the subject matter hereof is contained in this Agreement and in any Equipment Schedules executed by the parties hereto which incorporate this Agreement.
  - 13.4 No provision of this Agreement or any Equipment Schedule hereunder shall be deemed waived, amended or modified by either party unless such waiver, amendment or modification is in writing and signed by the party against whom the waiver, amendment or modification is claimed.
  - 13.5 Preprinted terms and conditions of any purchase order or other instrument issued by the Customer in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on BI and will not apply to this Agreement.
  - 13.6 This Agreement and Equipment Schedules hereunder shall be binding upon and inure to the benefit of the parties hereto, their permitted successors and assigns.
  - 13.7 This Agreement supersedes all prior oral and written proposals and communications related to this Agreement between the parties.
  - 13.8 Customer acknowledges that it has not been induced to enter into this Agreement by any representations or statements, oral or written, not contained in this Agreement.

- 13.9 Any provision of this Agreement or of an Equipment Schedule incorporating this Agreement which is unenforceable under the laws of any jurisdiction which are applicable hereto shall be ineffective to the extent such laws apply without causing such provision to be ineffective under the laws of any other jurisdiction which may be or may become applicable and without invalidating the remaining provisions of the Agreement or Equipment Schedule.
- 13.10 The captions set forth herein are for convenience only and shall not define or limit any of the terms hereof.
- 13.11 This Agreement and each Equipment Schedule hereunder shall be governed by and construed in accordance with the laws of the State of Colorado.
- 13.12 BI reserves a purchase money security interest in each unit of Equipment listed herein in the amount of its purchase price. This security interest will be satisfied by payment in full. A duplicate original of this Agreement may be filed by BI with the appropriate state authorities at any time after signing by Customer as a financing statement in order to perfect BI's security interest. Such filing does not constitute acceptance of this Agreement by BI.
- 13.13 Customer consents and agrees that BI may insert serial numbers of the Equipment into the Equipment Schedule(s) subsequent to its execution and that BI may file and/or record such documents or make confirmation statements, all for public record, as may be deemed advisable by BI, and to the extent such acts are permitted by applicable law.
- 13.14 Customer's failure to pay any amounts when due hereunder shall give BI the right to possess and remove all of the Equipment for which payment is past due, upon giving at least ten (10) days prior written notice. BI's taking possession shall be without prejudice to any other remedies BI may have. Customer hereby waives any right to hearing prior to repossession of the Equipment for failure to pay. Customer shall be liable for reasonable attorney fees and other costs and expenses resulting from any default, or the exercise of BI's remedies, including placing any equipment in the same condition as when delivered.
- 13.15 Customer agrees to provide "all risk" insurance, including coverage for earthquake and flood, to cover the purchase price of the Equipment from the date of its installation until such time as all payments due BI under this Agreement have been made. The insurance coverage shall include BI as an additional insured and loss payee. Customer agrees to provide 30 days prior written notice to BI of cancellation or material modification of the insurance coverage. Customer shall furnish to BI a certificate of insurance or other evidence that the required insurance is in effect.
- 13.16 A manual of operation and instructions in the operation of the Equipment will be furnished to Customer by BI.
- 13.17 BI will, if requested, provide Customer with maintenance service for the Equipment, as long as it is generally available, at BI's then-current prices and terms and conditions specified in the BI Agreement for Equipment Maintenance.
- 13.18 No action, regardless of form, arising out of this Agreement or any Equipment Schedule incorporating this Agreement may be brought by either party more than two years after the cause of action has arisen.
- 13.19 Customer agrees not to relocate any Equipment or Products, if BI has a maintenance responsibility or has retained any interest therein, except in an emergency, without BI's prior written consent, which will not be unreasonably withheld.

THIS AGREEMENT SHALL NOT BE EFFECTIVE UNTIL EXECUTED BY THE CUSTOMER AND ACCEPTED BY AN AUTHORIZED REPRESENTATIVE OF BI AT ITS PRINCIPAL PLACE OF BUSINESS.

BI INCORPORATED

SWEETWATER COUNTY

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Michael Pharris  
Printed Name

Wally Johnson  
Printed Name

Assistant Controller  
Printed Title

Chair, Sweetwater County Board  
Printed Title of County Commissioners

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

EQUIPMENT SCHEDULE NO. 1

TO THE  
PURCHASE AGREEMENT  
AGREEMENT NO. 031312VG1  
BETWEEN  
BI INCORPORATED ("BI")  
AND  
SWEETWATER COUNTY ("Customer")

**EQUIPMENT DESCRIPTION** - The following Equipment is hereby purchased pursuant to the above-referenced Agreement and is subject to the applicable warranty sheet which is attached hereto and incorporated herein:

<u>Quantity:</u>	<u>Description:</u>	<u>Warranty Sheet:</u>	<u>Price Each:</u>
2	ExacuTrack One Unit	See attached	\$2,050.00

**PURCHASE PRICE:** \$4,100.00 (exclusive of any applicable taxes)

**\* ANNUAL TELCO SERVICE CHARGE:** \$ 800.00 (exclusive of any applicable taxes)

**TOTAL:** \$4,900.00 (exclusive of any applicable taxes)

**INSTALLATION LOCATION:** Sweetwater County Juvenile  
115 East Flaming Gorge Way  
Green River, Wy. 82935  
Attn: Mike Wilder  
307-872-6430

**\* ANNUAL TELCO SERVICE CHARGE:** Wireless voice and/or data telecommunication service ("Telco Service") is required for proper operation of the ExacuTrack One Unit(s) / HomeGuard-206 Unit(s), and is chargeable to the Customer. Failure to make timely payments for the Telco Service may result in suspension or termination of the Telco Service, with the result that the Unit(s) will not be able to transmit monitoring or tracking information to the Customer.

This Annual Telco Service Charge is due for the first year (to coincide with the warranty period). Thereafter, if the Customer chooses to purchase maintenance, this Charge will be included in Extended Warranty and Support Services pricing. If Customer chooses to not purchase maintenance, customer is still responsible for payment of this Annual Telco Service Charge within thirty (30) days following the date of BI's invoice.

THIS EQUIPMENT SCHEDULE SHALL NOT BE EFFECTIVE UNTIL EXECUTED BY THE CUSTOMER AND ACCEPTED BY AN AUTHORIZED REPRESENTATIVE OF BI AT ITS PRINCIPAL PLACE OF BUSINESS.

**BI INCORPORATED**

**SWEETWATER COUNTY**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Signature**

Michael Pharris  
\_\_\_\_\_  
**Printed Name**

Wally Johnson  
\_\_\_\_\_  
**Printed Name**

Assistant Controller  
\_\_\_\_\_  
**Printed Title**

Chair, Sweetwater County Board  
\_\_\_\_\_  
**Printed Title** of County Commissioners

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

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

**ExacuTrack One™ - FIELD  
WARRANTY AND SUPPORT COVERAGE**

- 1. General** - The term "Customer" used herein shall refer to the Customer, Lessee or Service Provider as specifically defined in the Agreement which incorporates this document. This warranty is provided only on ExacuTrack™ field equipment. For the purposes of this warranty, ExacuTrack™ field equipment shall be defined as the following BI equipment identified by the BI Incorporated trademark, trade name or logo: (i) Tracking Unit, and (ii) Beacon (the "Equipment"). The Equipment is warranted to be free from defects of workmanship or material under normal use and service, and shall be free from all liens, claims and encumbrances. Customer will be responsible for the proper use, management and supervision of the Equipment. Customer agrees that BI will not be liable for any damages caused by Customer's failure to fulfill these responsibilities. Service requested for the Equipment outside the scope of this warranty will be furnished to Customer at BI's standard rates and terms then in effect.
- 2. Term** - The warranty coverage provided hereunder is available to the Customer for a period of twelve (12) months from the date of receipt of the Equipment by Customer (the "Coverage Term").
- 3. Service and Parts** - BI will make all adjustments, repairs and replacement parts necessary to keep the Equipment in good working order at no charge to Customer. All replaced parts will become the property of BI on an exchange basis. Replacement parts will be new parts or parts equivalent to new in performance when installed in the Equipment. Service pursuant to this warranty will normally be furnished by BI or its designee. If persons other than BI or its designee perform maintenance or repair at Customer's request, and as a result further repair by BI is required to restore the Equipment to good operating condition, such repairs will be chargeable to Customer at BI's standard rates and terms then in effect. BI shall have full and free access to the Equipment to perform this service. Maintenance service required on the Equipment will be performed at BI's facility. All repairs are warranted to be free from defect in material and workmanship for a period of ninety (90) days from the date of repair.
- 4. Freight** - Equipment which is to be returned to BI for service under this warranty shall be returned in accordance with BI's RMA policy.
- 5. Technical Support** - Technical Support entitles the Customer to remote diagnostic support, trouble-shooting by telephone and assistance on obtaining service on Customer's Equipment during the applicable Coverage Term. BI's Customer Support Department is available to the Customer Monday through Friday from 8:00 AM to 5:00 PM Mountain Time by calling 1-800-241-9924. On-call Customer Support representatives are available for emergency situations between the hours of 5:00 PM and 8:00 AM Mountain Time, or during weekends or holidays.
- 6. Exclusions** - The foregoing warranties will not apply if adjustment, repair or parts replacement is required because of accident, transportation by customer, neglect, abuse or misuse (not including abuse or misuse by a client/participant in Customer's electronic monitoring program), air conditioning or humidity control, theft, fire or water damage, telephone equipment or communication lines failure, failure of foreign interconnect equipment, use of external materials which do not adhere to BI specifications, or causes other than ordinary use. BI shall not be required to adjust or repair any unit of Equipment or part if it would be impractical to do so because of alterations in the Equipment, its connection by mechanical or electrical means to unauthorized equipment or devices, or if the Equipment is located outside the U.S. **THE EQUIPMENT IS INTENDED SOLELY FOR THE PURPOSE OF IDENTIFYING THE PRESENCE OR ABSENCE OF A PERSON UNDER SPECIFIC CIRCUMSTANCES. THE PRODUCT IS NOT IMPERVIOUS TO TAMPERING OR MISUSE. ITS USE OR ASSIGNMENT IS LEFT SOLELY TO THE DISCRETION OF A RESPONSIBLE JUDICIAL OR CORRECTIONAL OFFICIAL.**
- 7. Limitation of Liability**- BI's liability for warranty hereunder is limited to restoring the Equipment to good operating condition provided that Customer has complied with the manufacturers' requirements relative to the Equipment.
- 8. Return Material Authorization (RMA) Policy** - Freight charges to and from BI's facility for Equipment eligible for return hereunder shall be paid by BI when pre-authorized by a Return Material Authorization (RMA) number issued by BI's Customer Business Services Department, and only when BI's pre-printed shipping labels are used. BI's pre-printed shipping labels provide the Customer with ground delivery to BI's facility. Freight charges incurred by BI for equipment which is returned in a manner which is inconsistent with BI's pre-printed shipping labels, or without an RMA number will be charged back to the Customer. Customers who have multiple sites will be provided shipping labels only at those sites which have a host system or an excess of fifty units. BI reserves the right to deny service to any Customer who does not adhere to the conditions of this policy. BI's Customer Business Services Department is available to the Customer Monday through Friday from 8:00 AM to 5:00 PM Mountain Time by calling 1-800-241-5178.
- 9. Non-Warranty Repairs** - During the Coverage Term, Customers returning Equipment with damage that is not covered under this warranty will be contacted by BI for authorization to repair the Equipment. Such repairs are subject to BI's standard non-warranty repair rates in effect at the time of the repair. Customers shall be subject to a minimum service charge of \$50.00 for all such returns, even if no repair is authorized. In the event BI is unable to obtain authorization to repair non-warranty damage within seventy-five (75) days from the date of a unit's receipt by BI, the unit will be returned and Customer will be subject to the minimum service charge of \$50.00.

# Price proposal for BI ET One GPS Technologies

Date: February 2, 2012

For: Sweetwater County Community Juvenile Services Board

From: BI Incorporated

**2 Complete BI ET One GPS  
Systems.....\$4,950.00**  
(see attached product information)

Includes:

- First year complete warranty
- Beacon
- Network plan for first 12 months\*

\* After year 1, BI can provide maintenance and network plan at a cost of \$1,036.00/year

EXHIBIT A

TO THE  
EXACUTRACK™ SERVICE AGREEMENT  
AGREEMENT NO. 021312VG1 ("Agreement")  
BETWEEN  
BI INCORPORATED ("BI")  
AND

SWEETWATER COUNTY JUVENILE PROBATION ("Agency")

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Pursuant to Section 5 of the Agreement, the cost to Agency for the services rendered by BI is as follows:

**EXACUTRACK SERVICE CHARGES:**

**EXACUTRACK ONE CHARGES:**

**ExacuTrack One Tracker Component Rental:** N/A – Agency-Owned Equipment.

**EXACUTRACK ONE WITH 1.240.A0 NZ SERVICE:**

Description: ET One - GPS Point Collection every 1 minute, Data Transmission every 240 minutes, no AFLT, no Zone Crossing Notification.

**ExacuTrack One 1.240.A0 NZ Service:** \$1.68 per day per Unit provided from BI inventory.

**EXACUTRACK ONE WITH 1.60.A0 ZX SERVICE:**

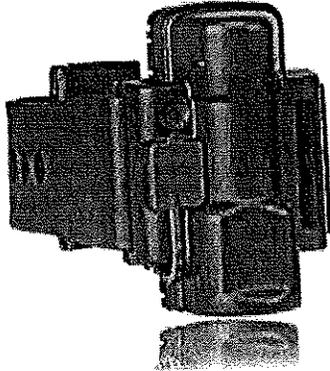
Description: ET One - GPS Point Collection every 1 minute, Data Transmission every 60 minutes, no AFLT, with Zone Crossing Notification.

**ExacuTrack One 1.60.A0 ZX Service:** \$2.51 per day per Unit provided from BI inventory.

**EXACUTRACK ONE WITH 1.30.A30 ZX SERVICE:**

Description: ET One - GPS Point Collection every 1 minute, Data Transmission every 30 minutes, AFLT Collection every 30 minutes if needed, with Zone Crossing Notification.

**ExacuTrack One 1.30.A30 ZX Service:** \$3.82 per day per Unit provided from BI inventory.



BI ExacuTrack® One offers flexibility and reliability in a single piece of equipment giving officers an additional option within the continuum of GPS products from BI Incorporated.

**The Latest in the Continuum of GPS Offender Tracking from BI**  
Along with near real-time location data, GPS systems can also produce far more information for officer interpretation and response. Officers need a range of options that allow them the flexibility to determine when and how they receive offender location data while also incorporating the best technology available to ensure the data and alerts they receive are accurate – all in one piece of equipment for easy installation and inventory management.

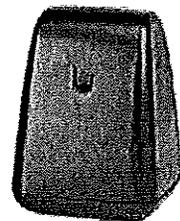
### Product Overview

Consisting of just one piece of equipment (an ankle-mounted tracking unit) ExacuTrack One tracks client location and movements within the community in near-real time. While the client is away from home, ExacuTrack One can collect location data as frequently as once every 15 seconds, giving agencies detailed information about a client's movement in the community. Depending on the zone status, the unit relays the collected data to the central monitoring computer as frequently as once per minute; for example, when a client enters an exclusion zone. Client location can also be found at any time by "pinging" the unit. Key features of ExacuTrack One include:

- Multiple location technologies (Autonomous GPS, Assisted GPS, and AFLT) for optimal performance in various cellular coverage areas and conditions.
- A radio frequency (RF) link in the form of an in-home beacon.
- Multiple forms of tamper monitoring including a fiber optic strap, motion detection, and case tamper.
- A one-year field replaceable battery which will operate for a minimum of 20 hours before requiring a charge.
- LEDs and audible alarms indicate GPS coverage, beacon range, and battery status.
- Communication with the client through pre-defined and recorded voice messages which also require offender acknowledgement.

### The Beacon: An RF Link in the Home

Like the other ExacuTrack GPS systems, ExacuTrack One also incorporates a reliable RF link in the client's home. However, instead of the RF link being an ankle-worn monitor, it is provided through a beacon that actually serves as an RF transmitter. Up to three beacons can be linked with each tracking unit and can be placed in locations such as the home, work,



## Key Features

### Tracking Unit

- Weight: no battery, strap, clamp – 2.5 oz
- Weight: with battery, strap, clamp – 8.7 oz
- Waterproof to 15 feet
- Field replaceable battery
- Minimum 20 hour battery life between charges
- Replaceable fiber optic straps
- Memory of 50,000 events
- Client communication (Spanish and English)
- LED charging indicator
- Multiple layers of tamper detection

### Beacon

- Transmits RF signal every 10-13 seconds
- Battery powered – no cords, easy installation
- Optional and may have up to three beacons per tracking unit/per client
- Weight: no batteries – 6 oz
- Weight: with batteries – 16 oz

### Online Monitoring

- Designed for community corrections officers
- 24x7x365 online access
- Easy to learn and use
- Customized home page
- View caseloads at a glance
- Mapping playback



Scope: The design, production, installation and support of EM services and products in the Boulder, CO and Anderson, IN facilities.

BI ExacuTrack® One is a registered trademark of BI Incorporated.

or treatment center. When the client comes within range of the beacon, he or she is then monitored via RF technology while the tracking unit enters a low power state which conserves battery power while maintaining client compliance and schedule adherence. The beacon is a compact unit which contains two D-cell batteries allowing for quick, easy installation.

### Client Communication

With ExacuTrack One, officers are able to communicate with clients using pre-recorded messages and prompts. A waterproof speaker on the tracking unit allows for communication from the officer to the client. Pre-recorded messages such as "Call officer" and "Report to office immediately" are available within the ExacuTrack monitoring software, and officers specify when messages should be sent. Once the message is received by the client, the message is acknowledged by pressing a sensor on the tracking unit.

### Intuitive Monitoring Software

Designed specifically for community corrections officers, the ExacuTrack web-based case management system is easy to learn and use. Client information is stored in a central, secured monitoring system and available to officers by any computer with Internet access (Internet Explorer 5.5 or higher). This allows officers to quickly and easily view their entire caseload at a glance, enroll clients, set client schedules, create inclusion and exclusion zones, customize alert notification and alert escalation procedures, and close alerts. The system also supports varying user-levels and settings for agencies and officers.

The ExacuTrack software uses industry-leading mapping technologies, Bing™ Maps for Enterprise to provide visual maps for creating inclusion and exclusion zones. Virtual Earth provides officers with 2-D and 3-D views of client movements in the community. Using these technologies, officers simply use the mouse to draw points on a map screen and create zones. Zones can be drawn in any shape and size and are color coded when creating and viewing within reports.

**Call 800.701.5171 today to schedule a product demo.**



## Sally Shoemaker

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**From:** Kimmie Felderman - DUI Probation  
**Sent:** Friday, March 23, 2012 12:41 PM  
**To:** Sally Shoemaker  
**Subject:** Agenda for 4/2  
**Attachments:** DSP FY12-13 Budget Narrative - 9 Month.docx; DSP FY 2013 Proposal - 9 month.docx

Good afternoon Sally,

I met with Commissioner Bailiff this morning to get direction regarding obtaining another Grant or submitting the DSP Budget as a sub-department for next fiscal year in order to have Employee status returned. It is imperative that I get some advice because Mr. Davis needs to have budget figures into him asap.

Commissioner Bailiff felt that I needed to be put on the agenda for the next Commissioner's meeting. He left a note on your desk but instructed me to contact you as soon as possible.

I've been subpoenaed to court on April 2<sup>nd</sup> that starts at 2:00p.m. so cannot be there in the afternoon or I'd be held in Contempt. I've started rescheduling my morning clients on that day and will plan on being there whenever you can fit me in. It would be somewhat helpful to be placed closer to noon so that I don't have to drive over to Green River twice (my hearing is in Judge Schofield's court in Green River, but will take whatever is available.)

I will have handouts and have attached a copy of what Commissioner Bailiff suggested I bring.

I'm not sure what else I need to give you and will be in the office on Monday if you need any clarification. (although its pretty muddy to me too)

I appreciate any help you may be able to provide.

Kimmie

## Sally Shoemaker

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**From:** Sally Shoemaker  
**Sent:** Tuesday, March 27, 2012 10:35 AM  
**To:** Sally Shoemaker  
**Subject:** FW: Clarification of date  
**Attachments:** meeting request form final 1.pdf

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**From:** Sally Shoemaker  
**Sent:** Tuesday, March 27, 2012 8:54 AM  
**To:** Kimmie Felderman - DUI Probation  
**Subject:** RE: Clarification of date

Hi Kimmie.

Please fill out the attached meeting request form (also available on our county website) and return to me no later than 12:00 p.m. Wednesday. Also, when you return the meeting request form, please provide any handouts and or an executive summary for placement in the commissioner's packet.

Please let me know if I can be of further assistance.

Thank you,

*Sally Shoemaker*

Clerk

80 W Flaming Gorge Way Suite 109

Green River, WY 82935

☎ (307)872-3897 Office

(307)872-3992 Fax

✉ [shoemakers@sweet.wy.us](mailto:shoemakers@sweet.wy.us)

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**From:** Kimmie Felderman - DUI Probation  
**Sent:** Monday, March 26, 2012 9:25 AM  
**To:** Sally Shoemaker  
**Subject:** Clarification of date

Good morning Sally,

It just dawned on me that the Commissioners meetings are usually held on Tuesdays not Mondays. I'm assuming (there's that word) that the agenda Commissioner Bailiff wanted me to be on is Tuesday April 3<sup>rd</sup> not the 2nd. I've marked out the morning of the 3<sup>rd</sup> in my appointment book and can be scheduled any time. Please let me know what I need to do to prepare and what time I need to be there.

Thank you,  
Kimmie

## Sally Shoemaker

---

**From:** Kimmie Felderman - DUI Probation  
**Sent:** Tuesday, March 27, 2012 9:26 AM  
**To:** Sally Shoemaker  
**Subject:** RE: Agenda for 4/2  
**Attachments:** DSP FY 2013 Proposal - 9 month.docx; DSP FY12-13 Budget Narrative - 9 Month.docx

Thank you Sally I did however find a typo in the handouts regarding my Salary breakdown. While the final totals are correct I put the same amount for Health Insurance and Wyoming Retirement . The Health Insurance should read \$4993.83. The attachments herein are correct.

Thank you,

Kimmie

---

**From:** Sally Shoemaker  
**Sent:** Tuesday, March 27, 2012 9:03 AM  
**To:** Kimmie Felderman - DUI Probation  
**Subject:** RE: Agenda for 4/2

Hi Kimmie. I'm reading thru my emails and saw your handouts. Please complete the meeting request form that I submitted to you earlier and I will place with the handouts you provided in this email.

Thank you,

*Sally Shoemaker*

Clerk

80 W Flaming Gorge Way Suite 109

Green River, Wy 82935

☎ (307)872-3897 Office

(307)872-3992 Fax

✉ [shoemakers@sweet.wy.us](mailto:shoemakers@sweet.wy.us)

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**From:** Kimmie Felderman - DUI Probation  
**Sent:** Friday, March 23, 2012 12:41 PM  
**To:** Sally Shoemaker  
**Subject:** Agenda for 4/2

Good afternoon Sally,

I met with Commissioner Bailiff this morning to get direction regarding obtaining another Grant or submitting the DSP Budget as a sub-department for next fiscal year in order to have Employee status returned. It is imperative that I get some advice because Mr. Davis needs to have budget figures into him asap.

Commissioner Bailiff felt that I needed to be put on the agenda for the next Commissioner's meeting. He left a note on your desk but instructed me to contact you as soon as possible.

I've been subpoenaed to court on April 2<sup>nd</sup> that starts at 2:00p.m. so cannot be there in the afternoon or I'd be held in Contempt. I've started rescheduling my morning clients on that day and will plan on being there whenever you can fit me in. It would be somewhat helpful to be placed closer to noon so that I don't have to drive over to Green River twice (my hearing is in Judge Schofield's court in Green River, but will take whatever is available.)

I will have handouts and have attached a copy of what Commissioner Bailiff suggested I bring.

I'm not sure what else I need to give you and will be in the office on Monday if you need any clarification. (although its pretty muddy to me too)

I appreciate any help you may be able to provide.

Kimie

## Sally Shoemaker

---

**From:** Krisena Marchal - Grants  
**Sent:** Tuesday, March 27, 2012 10:37 AM  
**To:** Kimmie Felderman - DUI Probation  
**Cc:** Sally Shoemaker; Dale Davis - County Clerk  
**Subject:** FY 2013 DUI Grant Application

Kimmie,  
I'm sorry I missed you last Friday.

Regarding the budget, it would violate the grant's rules to accept federal grant funding and have the program budgeted within the Sheriff's Office at the same time. This is clearly supplanting and violates WYDOT compliance regulations.

I recommend you get on the Commissioners' agenda to receive guidance if you should pursue additional grant funding. If they decide not to, then you would need to submit a regular budget request under the Sheriff's budget for FY 2013.

As you know, the current grant ends on September 30, 2012.

Please let me know if you have additional questions.

Thanks,  
Krisena

---

**Krisena L. Marchal**  
Grants Manager  
Sweetwater County  
80 West Flaming Gorge Way, Suite 19  
Green River, WY 82935

Phone 307.872.6470  
Fax 307.872.3992



Please consider the environment before printing this e-mail

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**From:** Kimmie Felderman - DUI Probation  
**Sent:** Friday, March 23, 2012 12:22 PM  
**To:** Krisena Marchal - Grants  
**Subject:** RE: EXAMPLE of LOI's

Good Afternoon Krisena,

Sorry it took so long to get back to you on this Grant issue. I was finally able to meet with Sherriff Haskell on March 16<sup>th</sup> who felt that it would be best to discuss with a commissioner if the Grant should be pursued. I made arrangements to meet with Commissioner Bailiff today and his suggestion was to go ahead and apply for the Grant, but pursue the County funding the DSP Program in the regular budget too.

We(Gary Bailiff and I) stopped in your office while I was in Green River but the lights were out so I assumed you were not in today.

I've attached a copy of the LOI for FY 2013 using the new format Anna had attached to her e-mail. I'm not entirely sure if it is correct or not and value your input and "tweaking" if necessary. The deadline is April 16, 2012.

Let me know what you think –  
Kimmie

---

**From:** Krisena Marchal - Grants  
**Sent:** Wednesday, March 07, 2012 2:44 PM  
**To:** Anna Thompson; Kimmie Felderman - DUI Probation; Richard Haskell - Sheriff Office  
**Cc:** Craig Jackson - Sheriff Office  
**Subject:** RE: EXAMPLE of LOI's

Kimmie,  
If the Sheriff decides to pursue this opportunity, please let me know if you need any assistance with the LOI.

Thanks,  
Krisena

---

Krisena L. Marchal  
Grants Manager  
Sweetwater County  
80 West Flaming Gorge Way, Suite 19  
Green River, WY 82935

Phone 307.872.6470  
Fax 307.872.3992



Please consider the environment before printing this e-mail

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**From:** Anna Thompson [<mailto:anna.thompson@wyo.gov>]  
**Sent:** Tuesday, March 06, 2012 4:26 PM  
**To:** Krisena Marchal - Grants; Kimmie Felderman - DUI Probation; Richard Haskell - Sheriff Office  
**Subject:** EXAMPLE of LOI's

Hi all,  
I have attached the new format for the Letter of Intent for FY2013 which is due April 16th by close of business. It is our intent to work with you to make FY2013 the last year for federal funding for your program at 25% as we have for the past two fiscal years, FY2011 & FY2012. As we spoke last year before your letter of intent to work your program to become self-sufficient by FY2013. If this is not yet possible, our office will continue to work with you to that end. Please contact me so we can talk about the future of this program and where you hope to have it grow.

--

Yours in Safety,  
Anna

Anna Thompson  
WYDOT Highway Safety  
5300 Bishop Blvd.  
Cheyenne, WY 82009-3340  
307.777.4199  
307.777.4250 (f)  
[anna.thompson@wyo.gov](mailto:anna.thompson@wyo.gov)

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.

Sweetwater County DSP  
April 3, 2012

# Budget Proposal for

Sweetwater County Commissioners  
Median Level Supervision of DUI Offenders  
in Sweetwater County

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II.	Introduction .....	4
III.	Needs/Problems .....	5
IV.	Savings.....	6
V.	Procedures/Scope of Work .....	7
VI.	Budget .....	8

## I. Summary

The DSP program serves adult D.U.I. offenders and currently operates independently under the Sweetwater County Sherriff's Office. Rich Haskell provides Administrative Oversight of the DSP Program. In October 2011 the office was relocated to the Sweetwater County Detention Center, 50140 Hwy 191 South in Rock Springs, WY. The telephone number is (307)922-5274. Currently the Program employs one full-time person, Kimmie Felderman, who is responsible for the casework, office management and recordkeeping.

It is the intent to request that the DSP Program Coordinator/Caseworker be re-instated as an employee of Sweetwater County. Sweetwater County DSP could continue to function as a separate department with the Sheriff's Office providing Administrative Oversight. From October 21, 2008-September 30, 2011 the position was that of a Sweetwater County Employee with full County benefits. When an extension of the WYDOT Grant was requested and approved for the period from October 1, 2011 - September 30, 2012, the status of the one Program Coordinator/Caseworker was changed to that of a Grant Contract Employee which resulted in the loss of benefits including; Accrued sick and Vacation pay, Holiday pay, Donation of Sick or Vacation Leave, Compensatory Time and Dependent insurance availability. The budget request herein reflects this request.

The program began in October of 2008 and started receiving clients near the end of November, 2008. Initial start-up funding for the first year was 100% funded by a WYDOT 410 Alcohol "Seed" Grant. Sweetwater County provided one-half of the funding for the second fiscal year along with a 50% WYDOT Grant. The third year Sweetwater County provided 75% funding with WYDOT providing 25% funding. This past year Sweetwater County's funding of the DSP Program was again supplemented 25% by a WYDOT Grant and with client fees. The City of Rock Springs also provided funding this past year for the DSP Program in the amount of \$10,000.00.

## II. Introduction

The Sweetwater County DUI Supervised Probation Program (DSP) is a project whose purpose is to reduce recidivism by ensuring that convicted DUI Offenders comply with the conditions of probation imposed by the courts. The DSP program provides an intermediate step between the "honor system" (for DUI Offenders with low risk of re-arrest) and DOC Probation (for the highest risk or felony DUI Offenders) in Sweetwater County.

The DSP program provides frequent, regular monitoring of D.U.I. Offenders and the coordination of all court ordered probation activities to ensure compliance. The primary objective of the DSP caseworker is to balance supervision strategies aimed at enforcing rules with those designed to assist clients in changing behavior.

The client base consists primarily of second or third time D.U.I. offenders and first time offenders with high BAC's of .15% or greater. Clients reside in Sweetwater County and live in Farson, Eden, Wamsutter, Green River and Rock Springs.

Sweetwater County DSP works closely with the Treatment Providers in the Community ensuring clients are attending any required treatment sessions. Other Community Organizations that are utilized by the DSP Office on a regular basis include Law-Enforcement Agencies, the Public Defender's and Prosecuting Attorney's Offices, the Department of Family Services, Veterans Services, Vocational Rehabilitation, local Drug and Alcohol Testing Facilities, Community Service Recipients, Star Transit, Ignition Interlock Providers and local 12 Step Public Meeting Groups.

### III. Needs/Problems

Sweetwater County continues to have a high number of D.U.I. arrests along with alcohol related traffic crashes. According to the 2010 Wyoming Association of Sheriffs and Chiefs of Police Report, 28.95% of all arrests in Sweetwater County were for D.U.I. The average BAC in those arrests was (.151) almost twice the legal limit. In addition Alcohol was involved in 70.91% of all the traffic crashes in Sweetwater County the same year.

Research identifies intensive supervision as one of the most effective means of reducing D.U.I. Recidivism. Unsupervised probation (i.e., the 'honor system') does not work, particularly for the hardcore (high BAC, repeat offender) drinking driver.

Historically DUI offenders were given unsupervised probation; often repeatedly until they had enough convictions to be deemed a habitual offender or until an accident occurred resulting in a felony conviction and then could be placed with the Department of Corrections (Probation and Parole).

## IV. Savings

D.U.I. Offenders on supervised probation lowers recidivism rates thus reducing system costs such as costs of arrest, detention, prosecution, adjudication and incarceration for repeat offenses which did not occur.

Repeat offenders who are placed on DSP instead of being jailed generate a savings for the County. To put this in perspective a D.U.I. offender that is placed on Supervised Probation instead of being incarcerated for the 6 months incurred on a DWUI charge, would save the County \$105.00 per day for 180 days. That is an \$18,900.00 County expense that did not occur for just one client on probation with Sweetwater County DSP.

Furthermore, offenders on DSP Probation better comply with court orders to pay fines, obtain Alcohol Evaluations and attend Victim Impact Panels eliminating the need for warrants, arrests and further court hearings.

Sweetwater County DSP generates income for Sweetwater County in the collection of monthly client fees. Last year \$31,575.00 was collected in client fees. The Program to date has collected \$70,790.00.

Finally, clients that are placed with DSP in lieu of incarceration are required to be employed; therefore pay taxes and spend money in the County which helps give money back to Sweetwater County.

## V. Procedures/Scope of Work

The focus of Sweetwater County DSP is to ensure that D.U.I. offenders comply with the conditions of probation imposed by the courts.

Clients are required to obtain an alcohol/drug evaluation and follow the recommendations for treatment, pay all court fines, be employed, a full-time student or perform community service and submit to alcohol testing along with regular visits and other DSP directives.

Probation is long-term with sentencing usually 12-36 months in duration. Sweetwater County DSP serves clients sentenced through Judge Schofield; Green River Circuit Court, Judge Dan Forgey; Rock Springs Circuit Court and Judge G. Scott Nelson of the Rock Springs Municipal Court. Green River Municipal court does not see DWUI Cases, as they are all tried in Green River Circuit Court.

Since its inception Sweetwater County DSP has had 186 clients referred for supervision. There were 74 active clients as of March 31, 2012. In the past calendar year (2011) the Sweetwater County DSP Caseworker oversaw 1756 in-office visits and 25 telephone appointments. These were actual contacts with clients and not merely incidents of documentation in client charts.

Clients meet with their Caseworker weekly, then as goals are successfully met clients transition to less frequent meetings, while still adhering to baseline court requirements.

The Caseworker is responsible for preparing appropriate documentation including Testimonial Affidavits and attending Court Hearings for those clients that require further Court intervention.

An Access Database consisting of all DUI conviction data is used to evaluate the effectiveness of the DSP program. Reports are prepared monthly that includes the number of client contacts, referrals, closed files, DSP fees collected, compliance rate and other statistical information. Court reports are submitted monthly.

Over the past 3 and one-half years the compliance rate for DSP Clients has remained fairly steady with monthly compliance rates at 95% and program to date compliance at 78%. DUI recidivism of DSP Clients is 6.48%. (12:185)

## VI. Budget

### Budget History

<b>FY2008-2009</b>	Budget (WYDOT Grant Funded)	-	<b>\$75,900.00</b>
	Client Fees Collected	-	(\$5450.00)
	<b>Sweetwater County</b>	-	<b>\$0.00</b>
<b>FY2009-2010</b>	DSP Budget ( 50/50 funded)	-	<b>\$73,451.29</b>
	Client Fees Collected	-	(\$18,445.00)
	WYDOT Grant	-	(\$20,462.97)
	<b>Sweetwater County</b>	-	<b>\$34,543.32</b>
<b>FY2010-2011</b>	DSP Budget (Partial Grant)	-	<b>\$71,051.29</b>
	Client Fees Collected	-	(\$24,020.00)
	WYDOT Grant	-	(\$8,758.78)
	<b>Sweetwater County</b>	-	<b>\$38,272.51</b>
<b>FY2011-2012</b>	DSP Budget (Partial Grant)	-	<b>\$67,873.79</b>
	Client Fees Collected - <b>Projected</b>	-	\$25,000.00)
	WYDOT Grant - <b>Projected</b>	-	(\$8,000.00)
	City of Rock Springs	-	\$10,000.00)
	<b>Sweetwater County</b>	-	<b>\$24,873.50</b>

### Proposed Budget

<b>2012-2013</b>	DSP Budget	-	<b>\$54,512.97</b>
	Projected Client Fees	-	(\$30,000.00)
	Cities of Rock Springs/Green River	-	( )
	<b>Sweetwater County</b>	-	<b>\$24,512.97</b>

### 2012-2013 Sweetwater County DSP Budget Proposal Breakdown

Personal Services - (One Program Coordinator/Caseworker) \$22.26/hr, 40 hr/wk incl. Sweetwater Co. Benefit pkg.- And One-time incentive pay	\$49,212.97
Non-Major Equipment - (alcohol testing supplies)-	500.00
Office Expenses - (materials, postage, office supplies)	1300.00
Travel - (Out State/In State @ .555/mile) -	1000.00
Training - (Inc. Lifesavers Conference) -	<u>2500.00</u>
<b>Total Projected Project Expenses</b>	<b><u>\$54,512.97</u></b>

**Line Item Breakdown and Description**

**Personal Services: October 2012-June 2013**

Salary at \$22.26/hr, 40 hr/wk (2080 hrs/yr)	\$34,719.75
One-Time Incentive pay	1000.00
Insurance: Health/Life Sweetwater Co. (\$554.87 /mo)	4993.83
Social Security (7.65%)	2656.06
Long Term Disability (0.67%)	232.62
Worker's Compensation	708.28
Wyoming Retirement (14.12%)	4902.43
	-----
Total	\$49,212.97

**Non-Major Equipment:**

Alcohol testing supplies/Off site testing	\$500.00
	-----
Total Equipment	\$500.00

**Office Expenses:**

Printer Ink Black 1/mo. @ 14.99 each	\$180.00
Printer Ink color 3/ yr @ 22.18 each	66.54
Consumable Supplies:	
Paper, pens, envelopes, appt. book, etc.	200.00
Business Cards/Appt. cards	100.00
Client File folders 2 boxes @47.00 each (50 clients)	94.00
Client Pocket folders (50 Clients) 2 boxes (25)@19.99 each	40.00
Postage:	
100 clients at 3 mailings each (releases)	135.00
Court Reports- 12/\$2.00 each	24.00
Misc. mailings / 200 pieces per year	90.00

Unexpected Office Expenses	
Replacements/Supplies	370.46
	<hr/>
Total Office Expenses	\$1300.00

Travel Expenses:

Travel to Green River (24 miles round trip)	
1/wk- 51 wks. (.555 per mile)	\$680.00
Local Service Providers/Courts	
>5 miles/wk. (52 wks.)	100.00
Misc. In-State Travel	220.00
	<hr/>
Total Travel Expenses	\$1000.00

Training:

Training (Annual National Lifesaver's Conference)	
Omitted in 2011 and 2012 FY Budgets (registration, hotel, travel)	\$ 2500.00
	<hr/>
Total Training Expenses	\$2500.00

Kimmmie Felderman, Program Coordinator/Caseworker  
March 26, 2012

## 2012 – GRANT BUDGET NARRATIVE – 2013

The DSP program serves adult D.U.I. offenders and currently operates independently under the Sweetwater County Sherriff's Office. Rich Haskell provides Administrative Oversight of the DSP Program. In October 2011 the office was relocated to the Sweetwater County Detention Center, 50140 Hwy 191 South in Rock Springs, WY. The telephone number is (307)922-5274. Currently the Program employs one full-time person, Kimmie Felderman, who is responsible for the casework, office management and recordkeeping.

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It is the intent to request that the DSP Program Coordinator/Caseworker be re-instated as an employee of Sweetwater County. Sweetwater County DSP could continue to function as a separate department with the Sheriff's Office providing Administrative Oversight. From October 21, 2008-September 30, 2011 the position was that of a Sweetwater County Employee with full County benefits. When an extension of the WYDOT Grant was requested and approved for the period from October 1, 2011 – September 30, 2012, the status of the one Program Coordinator/Caseworker was changed to that of a Grant Contract Employee which resulted in the loss of benefits including; Accrued sick and Vacation pay, Holiday pay, Donation of Sick or Vacation Leave, Compensatory Time and Dependent insurance availability. The budget request herein reflects this request.

### Synopsis

Sweetwater County continues to have a high number of D.U.I. arrests along with alcohol related traffic crashes. According to the 2010 Wyoming Association of Sheriffs and Chiefs of Police Report, 28.95% of all arrests in Sweetwater County were for D.U.I. The average BAC in those arrests was (.151) almost twice the legal limit. In addition Alcohol was involved in 70.91% of all the traffic crashes in Sweetwater County the same year.

Unsupervised probation (i.e., the 'honor system') does not work, particularly for the hard core (high BAC, repeat offender) drinking driver. Research identifies intensive supervision as one of the most effective means of reducing D.U.I. recidivism.

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**Savings**

D.U.I. Offenders on supervised probation lowers recidivism rates thus reducing system costs such as costs of arrest, detention, prosecution, adjudication and incarceration for repeat offenses which did not occur. To put this in perspective a D.U.I. offender that is placed on Supervised Probation instead of being incarcerated for the 6 months incurred on a DWUI charge, would save the County \$105.00 per day for 180 days. That is an \$18,900.00 County expense that did not occur for just one client on probation with Sweetwater County DSP. Furthermore, offenders on DSP Probation better comply with court orders to pay fines, obtain Alcohol Evaluations and attend Victim Impact Panels eliminating the need for warrants, arrests and further court hearings. Finally, clients that are placed with DSP in lieu of incarceration are required to be employed; therefore pay taxes and spend money in the County which helps give money back to Sweetwater County.

**Budget History**

<b>FY2008-2009</b>	Budget (WYDOT Grant Funded)	-	<b>\$75,900.00</b>
	Client Fees Collected	-	(\$5450.00)
	<b>Sweetwater County</b>	-	<b>\$0.00</b>
<b>FY2009-2010</b>	DSP Budget ( 50/50 funded)	-	<b>\$73,451.29</b>
	Client Fees Collected	-	(\$18,445.00)
	WYDOT Grant	-	(\$20,462.97)
	<b>Sweetwater County</b>	-	<b>\$34,543.32</b>
<b>FY2010-2011</b>	DSP Budget (Partial Grant)	-	<b>\$71,051.29</b>
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	WYDOT Grant	-	(\$8,758.78)
	<b>Sweetwater County</b>	-	<b>\$38,272.51</b>
<b>FY2011-2012</b>	DSP Budget (Partial Grant)	-	<b>\$67,873.79</b>
	Client Fees Collected - <b>Projected</b>	-	\$25,000.00)
	WYDOT Grant - <b>Projected</b>	-	(\$8,000.00)
	City of Rock Springs	-	\$10,000.00)
	<b>Sweetwater County</b>	-	<b>\$24,873.50</b>

**Proposed Budget**

<b>2012-2013</b>	DSP Budget	-	<b>\$54,512.97</b>
	Projected Client Fees	-	(\$30,000.00)
	Cities of Rock Springs/Green River	-	( )
	<b>Sweetwater County</b>	-	<b>\$24,512.97</b>

**2012-2013 Sweetwater County DSP Budget Proposal**

**Personal Services – October 2012-June 2013**

(One Program Coordinator/Caseworker)

\$22.26/hr, 40 hr/wk incl. Sweetwater Co. Benefit pkg.- \$49,212.97  
And One-time Incentive pay

Non-Major Equipment – (alcohol testing supplies)- 500.00

Office Expenses – (materials, postage, office supplies) 1300.00

Travel – (Out State/In State @ .555/mile) - 1000.00

Training – (Inc. Lifesavers Conference) - 2500.00

**Total Projected Project Expenses \$54,512.97**

**Line Item Breakdown and Description**

**Personal Services: October 2012-June 2013**

Salary at \$22.26/hr, 40 hr/wk (2080 hrs/yr) \$34,719.75

One-Time Incentive pay 1000.00

Insurance: Health/Life Sweetwater Co. (\$554.87 /mo) 4993.83

Social Security (7.65%) 2656.06

Long Term Disability (0.67%) 232.62

Worker's Compensation 708.28

Wyoming Retirement (14.12%) 4902.43

**Total \$49,212.97**

**Non-Major Equipment:**

Alcohol testing supplies/Off site testing \$500.00

**Total Equipment \$500.00**

Office Expenses:

Printer Ink Black 1/mo. @ 14.99 each	\$180.00
Printer Ink color 3/ yr @ 22.18 each	66.54
Consumable Supplies:	
Paper, pens, envelopes, appt. book, etc.	200.00
Business Cards/Appt. cards	100.00
Client File folders 2 boxes @47.00 each (50 clients)	94.00
Client Pocket folders (50 Clients) 2 boxes (25)@19.99 each	40.00
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100 clients at 3 mailings each (releases)	135.00
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Unexpected Office Expenses Replacements/Supplies	370.46
	<hr/>
Total Office Expenses	\$1300.00

Travel Expenses:

Travel to Green River (24 miles round trip) 1/wk- 51 wks. (.555 per mile)	\$680.00
Local Service Providers/Courts >5 miles/wk. (52 wks.)	100.00
Misc. In-State Travel	220.00
	<hr/>
Total Travel Expenses	\$1000.00

Training:

Training (Annual National Lifesaver's Conference) Omitted in 2011 and 2012 FY Budgets (registration, hotel, travel)	\$ 2500.00
	<hr/>
Total Training Expenses	\$2500.00



**AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF SWEETWATER COUNTY, CITY OF ROCK SPRINGS, YWCA OF SWEETWATER COUNTY, BOYS AND GIRLS CLUB OF SWEETWATER COUNTY INC., SWEETWATER COUNTY ATTORNEY, SWEETWATER COUNTY FAMILY JUSTICE CENTER and CONTRACTOR MARK DELONG**

**THIS AGREEMENT** is entered into between the undersigned parties to set forth obligations between Sweetwater County, Board of County Commissioners (County); Young Women’s Christian Association of Sweetwater County Inc. (YWCA) by and through its affiliate, the Sweetwater County Family Justice Center (SCFJC); the City of Rock Springs and the Boys & Girls Club of Sweetwater Inc. (B&GCSWC) relative to allocation and spending of ninety five thousand two hundred and ninety six dollars (\$95,296.00) for repairs to the Old Section of the premises formerly known as Yellowstone School located at 725 “C” Street in the City of Rock Springs, Sweetwater County, Wyoming (Yellowstone School).

**WHEREAS** Yellowstone School was owned by Sweetwater School district #1. The building was conveyed by instrument to Sweetwater County. Thereafter the building was damaged by vandals. Sweetwater County collected insurance proceeds in the amount of \$95,296.00 as a result of the damage. Sweetwater County conveyed ownership of Yellowstone School to the City of Rock Springs in the year 2011.

**WHEREAS** The City of Rock Springs is a municipal corporation pursuant to W. S. §15-1-101 et. seq.

**WHEREAS** Yellowstone School has what is known as the “Old” or original structure of the building and a “New” section added onto the building post 1970.

**WHEREAS** the B&GCSC of Sweetwater County leases Yellowstone School from the City of Rock Springs. B&GCSC occupies what is known at the “New” section of the premises. This lease was approved by the City of Rock Springs in resolution No. 2011-31 (Attachment A and A-1)

**WHEREAS** the “Old” portion of Yellowstone School has been identified and selected as the optimal location of the SCFJC.

**WHEREAS** simultaneous with execution of this memorandum of understanding the parties will execute a sublease with B&GCSWC and the YWCA on behalf of the SCFJC (Attachment B).

**WHEREAS** on 15th day of November, 2011, the Sweetwater County, Board of County Commissioners by resolution 11-11-CL-04 authorized transfer of \$95,296.00 (the sum of insurance proceeds collected when damage was inflicted to the building by vandals) to a line item in the Sweetwater County Attorney’s budget for payment of expenses necessary to repair, modify and otherwise prepare the Old section of Yellowstone School for occupancy by the SCFJC (Attachment C).

**WHEREAS** the SCFJC exists as a sub agency of the YWCA, and SCFJC’s mission is to provide a one stop help center for victims of domestic violence, child abuse and sexual assault. The family justice center model is a best practice for dealing with victims of domestic violence and sexual assault.

**WHEREAS** the COUNTY currently provides funds on an annual basis to the YWCA to provide for human services programs pursuant to W.S. §35-1-614.

**WHEREAS** prior to the old section of Yellowstone School being occupied by the YWCA/SCFJC the repairs/preparations including but not limited to the following must be made:

1. Remodel restrooms for ADA compliance.
2. Installation of a firewall in the central corridor.
3. Fire escape rehabilitation/remodel.
4. Installation of reception desk with secure entry door.
5. Security system installation.
6. Walling off of the north exit.
7. Carpeting.
8. Kitchenette installation.
9. Dividing of spaces as needed.
10. Electrical repairs as needed.
11. Placement of dividing walls.
12. Creation of doors as needed in existing walls.
13. Ramp into forensic injury documentation area.
14. Telephone system.
15. Computer Network.

**WHEREAS**, the ultimate beneficiary of repairs will be a governmental entity, namely the City of Rock Springs as owner of Yellowstone School.

**NOW, THEREFORE, IT IS MUTUALLY AGREE AS FOLLOWS:**

Term of agreement. The term of this agreement shall be through County Fiscal Year 2012-2013.

Necessity and cost. The above repairs are necessary and funds have been allocated for repairs by the Sweetwater County Board of County Commissioners. The City of Rock Springs will be the ultimate beneficiary as owner of Yellowstone School. Repairs shall not exceed the allocated amount of ninety five thousand two hundred and ninety six dollars (\$95,296.00) as allocated by the resolution passed by the Sweetwater County Board of Commissioners (Attachment B).

Contractor. Mark Delong (Contractor) has been selected as the general contractor for repairs. Contractor is a licensed contractor in the State of Wyoming and holds a business license from the City of Rock Springs. Contractor agrees to all indemnification and immunity provisions of this agreement. Contractor further agrees to maintain liability insurance and workers compensation insurance as required by state law. High Security Lock and Alarm will be paid as a separate contractor for security system installation.

Method of payment. Billing for all repairs will first be remitted to the YWCA with supporting itemized invoices for payment. Thereafter, the YWCA will submit vouchers to Sweetwater County for payment. The YWCA shall forward all supporting documentation submitted by the Contractor for payment. Parties agree that contractor will be paid as follows:

1. Upon remodel and approval of YWCA/SCFJC/City of Rock Springs of bathrooms for ADA compliance.
2. Completion of fire escape remodel and approval of YWCA/SCFJC/City of Rock Springs.
3. Completion of all other remaining work with approval of YWCA/SCFJC/City of Rock Springs.

Timing of payments. The parties agree and otherwise understand that payments (vouchers) are conditioned upon approval of Sweetwater County Board of County Commissioners on either the first or third Tuesday of each month. Bills for payment must be submitted with vouchers for payment to the Clerk of Sweetwater County by the Friday of the week before the Thursday immediately preceding the next commission meeting. **Example:** *To receive payment for a bill on or by February 29, 2012 a voucher must be submitted to the County Clerk on or by February 10, 2012 so it can be submitted to the county commission at the February 21, 2012 meeting. A voucher submitted after February 10, 2012 would be submitted to the commission for approval on March 6, 2012.*

Indemnification. YWCA, City of Rock Springs, B&GCSWC and Contractor shall indemnify and hold harmless the COUNTY, their 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, City of Rock Springs, B&GCSWC and Contractor, their officers, agents, employees, or other persons in the performance or non-performance of this Agreement. The 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.

Additional Start up Costs. That in signing this agreement the parties acknowledge costs were paid out by B&GCSC for boiler system startup, lock repair and garbage removal to prepare the Old section of Yellowstone School for occupancy. Parties agree that those costs will be paid from the corpus of the \$95,296.00 allocated for remodel and repair of the Old section of Yellowstone School. Boys and Girls Club shall provide supporting documentation. Those costs break down as follows:

1. Carrier Heating (boiler start up and maintenance)	\$2771.69
2. High Security Lock and Alarm (re-core/replace locks)	\$ 848.00
3. Wyoming Waste (removal of detritus)	\$ 280.06
Total	\$3897.06

Excess funds. The undersigned parties agree and otherwise acknowledge that if any funds remain from the original corpus of \$95,296.00 following completion of the repairs listed above the corpus of those funds shall be retained by Sweetwater County and carried over into fiscal year 2012-2013. The parties agree that those funds may be used in fiscal year 2012-2013 by the FJC for additional capital improvements and/or repairs to Yellowstone School for the benefit of the FJC that may be necessary through fiscal year 2012-2013. If excess funds remain at the end of fiscal year 2012-2013 said funds shall be returned to the COUNTY's general fund.

County Immunity. 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 actions based on this Agreement.

Assignment. No party to this Agreement may assign rights, duties or obligations therein, without the prior written consent of all the parties, which consent will not be withheld unreasonably. The only exception is that contractor may hire subcontractors necessary to complete work on the project.

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 all 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. Modification of this agreement may only be in writing.
- g. 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

(3) In the case of the City of Rock Springs

Mayor, Carl Demshar  
City of Rock Springs

212 D Street  
Rock Springs, Wyoming 82901

(4) In the case of the Boys and Girls Club of Sweetwater County Inc.

James Lever, President  
P.O. Box 1293  
Rock Springs, Wyoming 82902-1293

(5) In the case of Contractor:

Mark DeLong  
P.O. BOX 2952  
Rock Springs, Wyoming 82902

So agreed:

\_\_\_\_\_  
James Lever, President  
Boys and Girls Club of Sweetwater County  
Date: \_\_\_\_\_

\_\_\_\_\_  
Wally Johnson, Chairman  
Sweetwater Board of County Commissioners  
Date: \_\_\_\_\_

\_\_\_\_\_  
Carl Demshar, Mayor  
City of Rock Springs  
Date: \_\_\_\_\_

\_\_\_\_\_  
Brett L. Johnson, County Attorney  
Sweetwater County  
Date: \_\_\_\_\_

\_\_\_\_\_  
Christe DeGrendle, Director  
YWCA of Sweetwater County  
Date: \_\_\_\_\_

\_\_\_\_\_  
Mark DeLong  
Contractor, 307-389-0052  
Date: \_\_\_\_\_

Attest:

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

## Sally Shoemaker

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**From:** ed [christie@ywcasweetwater.org]  
**ent:** Wednesday, March 14, 2012 2:04 PM  
**ro:** Sally Shoemaker; Vickie Eastin  
**Subject:** YWCA Sexual Assault Awareness Month Proclamation  
**Attachments:** SAAM Proclamation - County 2012 with Y logo.docx

Hello Sally,

The YWCA would like to present the attached proclamation to the commissioners at their April 3 meeting. We would also like to ask permission to display an awareness banner in front of the courthouse. I am also sending a copy of the proclamation so Vickie will have it for the minutes. Please let me know if this is enough information to place it on the agenda or if I need to provide additional information. Thanks so much, Christie DeGrendele

## PROCLAMATION

**WHEREAS:** The Sweetwater County Commissioners recognize the importance of designating a time devoted to increasing the general public's awareness of sexual assault and support of agencies providing services to victims of sexual assault; and

**WHEREAS:** Volunteers and service providers in our community are working to provide a continuum of care to sexual assault survivors through 24-hour hotlines, counseling, support groups, advocacy, medical care and education; and

**WHEREAS:** The YWCA Support and Safe House Program promotes sexual assault prevention by offering educational presentations to schools, churches and civic organizations as well as professional training to medical, mental health, law enforcement, educators, and criminal justice personnel regarding sexual assault issues; and

**WHEREAS:** The YWCA Support and Safe House Program requests public support and assistance as we hold forth a vision of a community free from sexual violence;

NOW THEREFORE, WE, The Board of County Commissioners in and for Sweetwater County, Wyoming, proclaim the month of **APRIL 2012**, to be **SEXUAL ASSAULT AWARENESS MONTH**, and we commend the observance to all citizens, by urging each to learn what can be done to combat the violence and learn the prevention measures and the services available for the survivors. Teal ribbons will be placed on trees and will be available throughout the community to wear to support awareness of sexual assault during the month of April.

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

\_\_\_\_\_  
Gary Bailiff, Commissioner

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

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

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

eliminating racism  
empowering women **ywca**



**MONTH OF THE MILITARY CHILD  
PROCLAMATION**

- WHEREAS, Thousands of brave Americans have demonstrated their courage and commitment to freedom by serving the Armed Forces of the United States of America in active duty posts in Afghanistan, Iraq and around the world; and
- WHEREAS, Approximately 5,000 of Wyoming's children and youth have been directly affected by the military deployment of at least one parent; and
- WHEREAS, These children and youth are a source of pride and honor to us all, and it is only fitting that we take time to recognize their contributions, celebrate their spirit, and let our men and women in uniform know that while they are taking care of us, we are taking care of their children and youth;
- WHEREAS, The recognition of April as Month of the Military Child will allow us to pay tribute to military children and youth for their commitment, their struggles and their unconditional support of our troops because when parents serve in the military their children serve too; and
- WHEREAS, A month-long salute to military children and youth will encourage local communities to provide direct support to military children and families.
- NOW, THEREFORE, We, the Board of Sweetwater County Commissioners, DO HEREBY PROCLAIM the month of April 2012, as

**THE MONTH OF THE MILITARY CHILD**

and we do hereby urge all citizens, businesses and government leaders to observe the month with appropriate ceremonies and activities that honor, support and thank military children.

- IN WITNESS WHEREOF, we have hereunto set our hand, and the official seal of Sweetwater County, to be affixed this 3rd day of April, in the year of our Lord, Two Thousand Twelve.

**BOARD OF SWEETWATER COUNTY COMMISSIONERS**

\_\_\_\_\_  
Wally Johnson, Chairman

\_\_\_\_\_  
Gary Bailiff, Commissioner

\_\_\_\_\_  
John Kolb, Commissioner

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

\_\_\_\_\_  
Reid West, Commissioner

# **My Story**

***When my father leaves it affects my entire family starting with my little brother. He gets help from my dad with homework and other problems. He is never very happy when my father leaves. Next, is me I am disappointed that my dad cannot attend my sporting events. I am especially sad when I have to double up on chores. My mother becomes very stressed because she must deal with three teenagers and my little brother. She also has work that needs to get done so we must also inherit her chores. My older brothers have to step up and fill my father's position like cooking dinner and taking the trash out. The longest my father has been away is 90 days or 3 months. He has been deployed 4 times and in June/July he will deploy again.***

***In my fathers absence he talks to us through emails and letters. We can send him pictures from my sporting events. He always likes to see my progress in sports and school. He always encourages me to be best I can be. My father's safety is very important. My dad must accept a lot of responsibility in his job because he is the commander of his squadron. My teachers have noticed that during one of my parent's absence I fall behind on school work and am a lot quieter. I think that when my father leaves I must keep going and doing the best in everything.***

***During a deployment you get a lot of mixed feelings such as: sadness, anger, some happiness, and more. When my father comes home things don't return to normal right away he will get up in the middle of the***

***night wearing slippers and carrying a flash light around. He doesn't enjoy places like Wal-Mart or the mall. He doesn't attend my sporting events. He drives very slow and is suspicious of immanent objects. Such as: cardboard boxes, trash cans, and rocks. We went to an air show 2 weeks after he got back. An airplane did a very fast fly over and he jumped on the ground because one day when he was at his base a rocket flew over his head and struck a building next to him. He was on the phone with his mother. Being a military kid is hard but somebody has to do it.***

***The End***

# My Military Story

Well my dad is in the Army National Guard and works as a support person so he's not gone all of the time. My dad is only been gone about two and a half years in the past eight years. I've got it pretty good I guess. My dad works full time so I never see him during the day when he's actually here. When he's not here he's in places like Hawaii, Maine, he went to Louisiana for Katrina, one time he went to Iraq for some reason, but it was so long ago I can't remember why. Even though my dad doesn't work full time military anymore I still miss him when he's gone for three or four weeks at a time. When I was younger I thought that it was the end of the world when my dad left but hey I was only five. Now I realize that it's no big deal he'll be back in three weeks.

When my dad leaves we always have to get readjusted for the time that he's gone. My mom takes on new responsibilities just like every one else it's just that everything falls harder on her back because she's the adult. My responsibilities can sometimes over whelm me but I can't ask anyone else for help because they are always high strung when dads gone. When my dad gets back we try to go back to normal and we do then my dad leaves again and it starts all over. My dads always so busy with work that he's always tired and never has time to do anything else except more work. Just remember it will get better.

## Our Life as a Military Kid!!!

*(Names have been changed to protect the privacy of individuals.)*

It was hard at first but when we realized that we had each other there then we started to be ok with the deployment... This is my dad's second time going so I kind of knew what was going on. While this is JoAnna's dad's first time going. So I knew that I had to be strong and be there for JoAnna. It's hard when the one that you love has to be gone for awhile. You think of them all the time and all of the great and wonderful things that you guys use to do together.

Almost everyday you hear on the news that there was a road side bombs and you then wonder are they okay or was that them in that accident. See my dad is in an office all day working on the computers, radios and all the other communicating devices. JoAnna's dad is actually out on the road driving the Convoys. So she worries all the time about her dad because she doesn't know what is going on.

The first time that my dad went it was hard because I thought that I was alone. I had to leave and move to a different town and state I thought that I had lost all of my friends. I wanted to make sure that JoAnna knew that she had someone there for her since it was going to be really hard for her. Because I know how it feels being away from someone that you are really close to.

See when my dad came home for the first time for his two weeks. It was weird because it was like my dad was a different person. I knew that he was still my dad but it was like he was in another world. My little brother and I were so happy to see him, but it just wasn't the same. When JoAnna's dad came home it was for her grandfather's funeral. It was bitter sweet for her because she was at one time happy to see her dad but was still not for a good cause and at one time or another you realize that they have become a different person inside as time goes by she has realized the pain that my grandfathers death caused for my dad. When they come home I know that I will not have to be there for JoAnna because then she will be with her mom and then she will be with her dad....

These deployments are hard for each and everyone. I know this from experience. Even the second time that my dad went I cried and I went after my dad thinking that I could stop him... It was hard to hold my feelings back because it hurt when my dad left and when I seen my little brother crying. I knew that he was sad because my dad was leaving, he and my dad were so close. This is how life is being a military kid and we realize that we have to be their for each other and that we are not alone.

# Board of County Commissioners Agenda

County Commissioner's Meeting Room

April 3, 2012 - 1:30 pm

80 West Flaming Gorge Way

Green River, Wyoming

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## **PUBLIC HEARINGS:**

1. BP America/Rocky Mountain Pipeline Systems  
Zoning Map Amendment from I-1 to MD-1
2. Samson Resources  
Conditional Use Permit - Gravel Quarry
3. Eden Valley Solid Waste Disposal District  
Conditional Use Permit - Transfer Station

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

**April 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

April 3, 2012 - 1:30 pm

80 West Flaming Gorge Way

Green River, Wyoming

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## **PUBLIC HEARINGS:**

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Conditional Use Permit - Transfer Station

# **PUBLIC HEARING ITEM # 1**

**ZONING MAP AMENDMENT  
I-1 TO MD-1**

**BP - AMERICA & ROCKY MOUNTAIN PIPELINE LLC**

**BOARD OF COUNTY COMMISSIONERS MEETING  
APRIL 3, 2012**

**PRESENTER: STEVE HORTON**

Prepared by:

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

**STAFF REPORT**  
**ZONING MAP AMENDMENT I-1 TO MD-1**  
**BP – AMERICA & ROCKY MOUNTAIN PIPELINE LLC**

**APPLICANTS:**

BP America Production Company  
103 Wamsutter-Crooks Gap Road  
Wamsutter, WY 82336  
Contact: Randy Phipps, Sr. Permit Agent  
Lot #2

Rocky Mountain Pipeline System, LLC  
P.O. Box 1630  
Evanston, WY 82930  
Contact: C. Drew Engstrom  
Lot #1

**APPLICATION SUMMARY / PURPOSE (EXHIBIT A - APPLICATION):**

The applicants are requesting a Zoning Map Amendment from I-1 (Light Industrial) to MD-1 (Mineral Development – 1) in accordance with Section 17.B.1.b of the Sweetwater County Zoning Resolution. The purpose of the zone change is to bring the proposed Great Divide Subdivision under MD-1 Zoning. Great Divide Subdivision has two (2) lots and each lot is split zoned I-1 and MD-1.

**ZONING (EXHIBIT B - ZONING MAP):**

The current zoning of the applicants' property is I-1 (Light Industrial) and MD-1 (Mineral Development – 1).

**LOCATION (EXHIBIT C - VICINITY MAP):**

The property is located in the North ½ of Section 27, Township 20 North, Range 94 West, of the 6<sup>th</sup> Principal Meridian, Sweetwater County, Wyoming. The size of the property is 19.88 acres.

**PUBLIC NOTICE:**

Adjacent Property Owner Notice Sent:	February 10, 2012
Public Hearing Notice Advertised:	February 10, 2012
Sign Posted:	February 15, 2012

## **PUBLIC COMMENTS:**

At the time that this report was prepared, no comments had been received from the public.

## **DEPARTMENT / AGENCY COMMENTS**

**SWC Engineer:** Issue

**SWC Code Enforcement Officer:** Issue

**SWC Surveyor:** Issue

## **STAFF COMMENTS:**

### **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 stated relates to the proposed zone change:

- **Balance future growth and development with facility/service capacity (e.g. water, sewer, waste disposal, transportation and roads, law enforcement and emergency services).** The following infrastructure is available within the vicinity of this proposed Zone Change:
  - **Water:** Town of Wamsutter
  - **Fire Protection:** Town of Wamsutter
  - **Sewer:** Town of Wamsutter – sanitary sewer on Lot 2 and septic on Lot 1 for wash bay
  - **Natural Gas:** NA
  - **Electricity:**
  - **Road:** Wamsutter-Crooks Gap Road
  
- **Encourage growth and development to continue in an orderly manner and in locations that contributes to the economic and social well being of County Residents.** The applicants have submitted applications for subdivision zone change. The request is to bring the entire property under MD-1 Zoning and to comply with the County subdivision regulations for development of the property. Necessary street access and utilities are in place for development of this property.

## **P&Z CONSIDERATIONS AND FINDINGS OF FACT:**

In considering this Zoning Map Amendment, the P&Z and the BCC should keep in mind the following:

### **REQUIRED FINDINGS:**

After all public hearing comments have been taken, in considering this Zoning Map Amendment, the P&Z should keep in mind the following:

To recommend approval of a Zoning Map Amendment, the map amendment must meet the following test: ...the Resolution and Map shall not be amended except to:

- (1) Correct an obvious error or oversight in the regulations, or
- (2) Recognize changing conditions in the County which require that amendments be adopted for the promotion of the public health, safety, and general welfare.

These health, safety, and welfare issues are outlined in Staff's previous discussion of the Sweetwater County Comprehensive Plan Goals. For a complete listing of the County's goals related to residential development, please refer to your copy of the Sweetwater County Comprehensive Plan.

### **P&Z RECOMMENDATION:**

The Sweetwater County Planning and Zoning Commission met on March 14, 2012 and voted 3-0 to recommend approval of this Zoning Map Amendment.

**RECOMMENDATION 12-03-ZO-01**  
**BP AMERICA PRODUCTION COMPANY AND ROCKY MOUNTAIN**  
**PIPELINE SYSTEM, LLC**  
**ZONING MAP AMENDMENT - I-1 TO MD-1**

WHEREAS, BP America Production Company and Rocky Mountain Pipeline System, LLC have requested a Zoning Map Amendment from Light Industrial (I-1) to Mineral Development (MD-1) in accordance with Section 24.B.1.b of the Sweetwater County Zoning Resolution. This application is for a parcel of land described as:

*THE FOREGOING PLAT DESIGNATED GREAT DIVIDE SUBDIVISION IS LOCATED IN THE NORTH HALF (N 1/2) OF SECTION 27, TOWNSHIP 20 NORTH, RANGE 94 WEST, SIXTH PRINCIPAL MERIDIAN, SWEETWATER COUNTY, WYOMING, AND IS PARTICULARLY DESCRIBED AS FOLLOWS:*

*COMMENCING AT THE QUARTER CORNER COMMON TO SECTIONS 22 AND 27, TOWNSHIP 20 NORTH, RANGE 94 WEST, 6th PRINCIPAL MERIDIAN, SWEETWATER COUNTY, WYOMING, BEING A BRASS CAP AND IRON PIPE MONUMENT AND THE POINT OF BEGINNING;  
THENCE NORTH 89°22'51" EAST, 45.44 FEET COINCIDENT WITH THE NORTHERLY BOUNDARY OF SAID SECTION 27 TO A 3 1/4" DRG ALUMINUM CAP MONUMENT;  
THENCE SOUTH 24°12'36" EAST, 611.61 FEET TO A 3 1/4" DRG ALUMINUM CAP MONUMENT;  
THENCE SOUTH 24°12'30" EAST, 538.05 FEET TO A 3 1/4" DRG ALUMINUM CAP MONUMENT;  
THENCE SOUTH 70°04'18" WEST, 1,360.10 FEET TO A 3 1/4" DRG ALUMINUM CAP MONUMENT;  
THENCE NORTH 00°22'50" WEST, 544.17 FEET TO A 3 1/4" DRG ALUMINUM CAP MONUMENT;  
THENCE SOUTH 89°35'29" WEST, 546.01 FEET TO A 3 1/4" DRG ALUMINUM CAP MONUMENT;  
THENCE NORTH 00°39'17" WEST, 956.49 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF SAID SECTION 27, BEING A 3 1/4" DRG ALUMINUM CAP MONUMENT;  
THENCE NORTH 89°21'09" EAST, 1,322.41 FEET COINCIDENT WITH THE NORTHERLY BOUNDARY OF SAID SECTION 27 TO THE POINT OF BEGINNING.*

*SAID GREAT DIVIDE SUBDIVISION CONTAINS AN AREA OF 44.05 ACRES, MORE OR LESS. BASIS OF BEARING IS NORTH 89°21'09" EAST ALONG THE NORTHERLY BOUNDARY OF SECTION 27, TOWNSHIP 20 NORTH, RANGE 94 WEST, SIXTH PRINCIPAL MERIDIAN, SWEETWATER COUNTY WYOMING, FROM THE SECTION CORNER COMMON TO SECTIONS 21, 22, 27 AND 28, TOWNSHIP 20 NORTH, RANGE 94 WEST, SIXTH PRINCIPAL MERIDIAN, SWEETWATER COUNTY, WYOMING, BEING A BRASS CAP AND IRON PIPE MONUMENT, TO THE QUARTER SECTION CORNER COMMON TO SAID SECTIONS 22 AND 27, BEING A BRASS CAP AND IRON PIPE MONUMENT.*

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 March 14, 2012 to consider the applicant's request; and,

WHEREAS, after due consideration and discussion, the Planning and Zoning Commission voted 3-0 to recommend approval of this request;

NOW THEREFORE, the Sweetwater County Planning and Zoning Commission recommends that this request be APPROVED.

Dated this 14<sup>th</sup> day of March, 2012.

Attest:

Sweetwater County  
Planning and Zoning Commission

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

\_\_\_\_\_  
James Reinard, Acting-Chairman

**RESOLUTION 12-04-ZO-01**  
**BP AMERICA PRODUCTION COMPANY AND ROCKY MOUNTAIN**  
**PIPELINE SYSTEM, LLC**  
**ZONING MAP AMENDMENT - I-1 TO MD-1**

WHEREAS, BP America Production Company and Rocky Mountain Pipeline System, LLC have requested a Zoning Map Amendment from Light Industrial (I-1) to Mineral Development (MD-1) in accordance with Section 24.B.1.b of the Sweetwater County Zoning Resolution. This application is for a parcel of land described as:

*THE FOREGOING PLAT DESIGNATED GREAT DIVIDE SUBDIVISION IS LOCATED IN THE NORTH HALF (N 1/2) OF SECTION 27, TOWNSHIP 20 NORTH, RANGE 94 WEST, SIXTH PRINCIPAL MERIDIAN, SWEETWATER COUNTY, WYOMING, AND IS PARTICULARLY DESCRIBED AS FOLLOWS:*

*COMMENCING AT THE QUARTER CORNER COMMON TO SECTIONS 22 AND 27, TOWNSHIP 20 NORTH, RANGE 94 WEST, 6th PRINCIPAL MERIDIAN, SWEETWATER COUNTY, WYOMING, BEING A BRASS CAP AND IRON PIPE MONUMENT AND THE POINT OF BEGINNING;*

*THENCE NORTH 89°22'51" EAST, 45.44 FEET COINCIDENT WITH THE NORTHERLY BOUNDARY OF SAID SECTION 27 TO A 3 1/4" DRG ALUMINUM CAP MONUMENT;*

*THENCE SOUTH 24°12'36" EAST, 611.61 FEET TO A 3 1/4" DRG ALUMINUM CAP MONUMENT;*

*THENCE SOUTH 24°12'30" EAST, 538.05 FEET TO A 3 1/4" DRG ALUMINUM CAP MONUMENT;*

*THENCE SOUTH 70°04'18" WEST, 1,360.10 FEET TO A 3 1/4" DRG ALUMINUM CAP MONUMENT;*

*THENCE NORTH 00°22'50" WEST, 544.17 FEET TO A 3 1/4" DRG ALUMINUM CAP MONUMENT;*

*THENCE SOUTH 89°35'29" WEST, 546.01 FEET TO A 3 1/4" DRG ALUMINUM CAP MONUMENT;*

*THENCE NORTH 00°39'17" WEST, 956.49 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF SAID SECTION 27, BEING A 3 1/4" DRG ALUMINUM CAP MONUMENT;*

*THENCE NORTH 89°21'09" EAST, 1,322.41 FEET COINCIDENT WITH THE NORTHERLY BOUNDARY OF SAID SECTION 27 TO THE POINT OF BEGINNING.*

*SAID GREAT DIVIDE SUBDIVISION CONTAINS AN AREA OF 44.05 ACRES, MORE OR LESS. BASIS OF BEARING IS NORTH 89°21'09" EAST ALONG THE NORTHERLY BOUNDARY OF SECTION 27, TOWNSHIP 20 NORTH, RANGE 94 WEST, SIXTH PRINCIPAL MERIDIAN, SWEETWATER COUNTY WYOMING, FROM THE SECTION CORNER COMMON TO SECTIONS 21, 22, 27 AND 28, TOWNSHIP 20 NORTH, RANGE 94 WEST, SIXTH PRINCIPAL MERIDIAN, SWEETWATER COUNTY, WYOMING, BEING A BRASS CAP AND IRON PIPE MONUMENT, TO THE QUARTER SECTION CORNER COMMON TO SAID SECTIONS 22 AND 27, BEING A BRASS CAP AND IRON PIPE MONUMENT.*

WHEREAS, the Sweetwater County Board of County Commissioners held a public hearing in regards to this matter on April 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 3<sup>rd</sup> day of April, 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

**RESOLUTION 12-04-ZO-01**  
**BP AMERICA PRODUCTION COMPANY AND ROCKY MOUNTAIN**  
**PIPELINE SYSTEM, LLC**  
**ZONING MAP AMENDMENT - I-1 TO MD-1**

WHEREAS, BP America Production Company and Rocky Mountain Pipeline System, LLC have requested a Zoning Map Amendment from Light Industrial (I-1) to Mineral Development (MD-1) in accordance with Section 24.B.1.b of the Sweetwater County Zoning Resolution. This application is for a parcel of land described as:

*THE FOREGOING PLAT DESIGNATED GREAT DIVIDE SUBDIVISION IS LOCATED IN THE NORTH HALF (N 1/2) OF SECTION 27, TOWNSHIP 20 NORTH, RANGE 94 WEST, SIXTH PRINCIPAL MERIDIAN, SWEETWATER COUNTY, WYOMING, AND IS PARTICULARLY DESCRIBED AS FOLLOWS:*

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WHEREAS, the Sweetwater County Board of County Commissioners held a public hearing in regards to this matter on April 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 3<sup>rd</sup> day of April, 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:

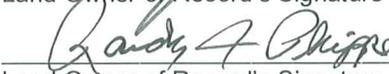
\_\_\_\_\_  
Steven Dale Davis, County Clerk



## Sweetwater County, Wyoming Zoning Map Amendment Application Form

Sweetwater County Community Development  
 80 West Flaming Gorge Way  
 Green River, WY 82935  
 (307) 872-3914 / 922-5430  
 Application Fee: \$ 225.00

Date of Submittal: \_\_\_\_\_  
 Permit Number: \_\_\_\_\_  
 Zone Change Number: \_\_\_\_\_  
 PID: 04- \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

<b>Co-Applicant / Land Owner of Record:</b>  Name: <u>BP America Production Company</u> Mailing Address: <u>P.O. Box 157</u> <u>Wamsutter, WY 82336</u> Phone: <u>(307) 328-3762</u> Randy Phipps, Sr. Permit Agent	<b>Co-Applicant / Land Owner of Record</b>  Name: <u>Rocky Mountain Pipeline System LLC</u> Mailing Address: <u>P.O. Box 1630</u> <u>Evanston, WY 82930</u> Phone: <u>(307) 789-2322</u> Eric Heap, District Manager	
<b>County Assigned Street Address or Location:</b>  <b>Property Identification Number(s):</b> 04- _____ - _____ - _____ - _____ *04- _____ - _____ - _____ - _____ <small>*if applicable</small>		
<b>Area Of Proposed Zone Change:</b> <small>(Acres or Sq. Ft)</small> <i>19.88 acres, more or less</i>	<b>Current Zoning</b> I-1 (Light Industrial)	<b>Proposed Zoning</b> MD-1 (Mineral Development)
<b>Describe the nature and effect of the proposed amendment and cite legal basis for change:</b> <b>1) Changing conditions; or 2) To correct an error in the Official Zone Map. If the amendment is for mineral exploration and mining, submit state or federally required materials.</b> BP America Production Company ("BP") and Rocky Mountain Pipeline System LLC ("Rocky Mountain") wish to establish the Great Divide Subdivision, and have all lands within the subdivision zoned MD-1. Currently, Rocky Mountain's Lot 1 is zoned I-1, and Rocky Mountain wishes to change the zoning to MD-1. Also, a portion of BP's Lot 2 is zoned I-1, and BP wishes to change the zoning so all of its Lot 2 is zoned MD-1. Both Lot 1 and Lot 2 are used in association with mineral development, and thus the current uses are permitted in a MD-1 district. The property to be re-zoned to MD-1 is described on Exhibit "A".		
<b>Describe the proposed development and time schedule for development:</b> No development is proposed for Rocky Mountain's Lot 1 or BP's Lot 2.		
<b>An Area Map showing property to be rezoned and its relationship to abutting properties must accompany all applications for amendments.</b>		
<b>Exhibits Submitted:</b> Exhibit "A" legal description and map	<div style="display: flex; justify-content: space-between;"> <div style="text-align: center;">             Land Owner of Record's Signature         </div> <div style="text-align: center;"> <u>1-6-2012</u>            Date         </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="text-align: center;">             Land Owner of Record's Signature         </div> <div style="text-align: center;"> <u>1/9/12</u>            Date         </div> </div>	
<b>NOTE: THE OWNER(S) OR APPLICANT(S) OF THE LAND MUST BE PRESENT OR PROPERLY REPRESENTED AT ALL PUBLIC HEARINGS!!!!</b>		



**CERTIFICATE OF DEDICATION**

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED, BP AMERICA PRODUCTION COMPANY AND ROCKY MOUNTAIN PIPELINE SYSTEM LLC, BEING THE SOLE OWNERS OF THE LAND SHOWN ON THIS PLAT, DO HEREBY CERTIFY:

THE FOREGOING PLAT DESIGNATED GREAT DIVIDE SUBDIVISION, IS LOCATED IN THE NORTH HALF (N 1/2) OF SECTION 27, TOWNSHIP 20 NORTH, RANGE 94 WEST, SIXTH PRINCIPAL MERIDIAN, SWEETWATER COUNTY, WYOMING, AND IS PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE QUARTER CORNER COMMON TO SECTIONS 22 AND 27, TOWNSHIP 20 NORTH, RANGE 94 WEST, 6th PRINCIPAL MERIDIAN, SWEETWATER COUNTY, WYOMING, BEING A BRASS CAP AND IRON PIPE MONUMENT AND THE **THE POINT OF BEGINNING**; THENCE NORTH 89°22'51" EAST, 45.44 FEET COINCIDENT WITH THE NORTHERLY BOUNDARY OF SAID SECTION 27 TO A 3 1/4" DRG ALUMINUM CAP MONUMENT; THENCE SOUTH 24°12'36" EAST, 611.61 FEET TO A 3 1/4" DRG ALUMINUM CAP MONUMENT; THENCE SOUTH 24°12'30" EAST, 538.05 FEET TO A 3 1/4" DRG ALUMINUM CAP MONUMENT; THENCE SOUTH 70°04'18" WEST, 1,360.10 FEET TO A 3 1/4" DRG ALUMINUM CAP MONUMENT; THENCE NORTH 00°22'50" WEST, 544.17 FEET TO A 3 1/4" DRG ALUMINUM CAP MONUMENT; THENCE SOUTH 89°35'29" WEST, 546.01 FEET TO A 3 1/4" DRG ALUMINUM CAP MONUMENT; THENCE NORTH 00°39'17" WEST, 956.49 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF SAID SECTION 27, BEING A 3 1/4" DRG ALUMINUM CAP MONUMENT; THENCE NORTH 89°21'09" EAST, 1,322.41 FEET COINCIDENT WITH THE NORTHERLY BOUNDARY OF SAID SECTION 27 TO THE **POINT OF BEGINNING**.

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THIS SUBDIVISION AS IT IS DESCRIBED AND AS IT APPEARS ON THIS PLAT IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS: AND THAT THIS IS A CORRECT PLAT OF THE AREA AS IT IS DIVIDED INTO LOTS, BLOCKS, STREETS AND UTILITY EASEMENTS, AND THAT THE UNDERSIGNED OWNERS OF THE LAND SHOWN AND DESCRIBED ON THIS PLAT DO HEREBY DEDICATE TO THE PUBLIC THE USE OF ALL STREETS, ALLEYS, EASEMENTS, AND OTHER LANDS WITHIN THE BOUNDARY LINES OF THE PLAT AS INDICATED AND NOT ALREADY OTHERWISE DEDICATED FOR PUBLIC USE, AND THAT ALL RIGHTS UNDER AND BY VIRTUE OF THE HOMESTEAD EXEMPTION LAWS OF THE STATE OF WYOMING ARE HEREBY WAIVED AND RELEASED.

EXECUTED THIS \_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_, BY:

\_\_\_\_\_  
REPRESENTATIVE OF BP AMERICA PRODUCTION COMPANY

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ } SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY \_\_\_\_\_, \_\_\_\_\_ OF BP AMERICA PRODUCTION COMPANY, A DELAWARE CORPORATION, THIS \_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_.

AS A FREE AND VOLUNTARY ACT AND DEED  
WITNESS MY HAND AND OFFICIAL SEAL

\_\_\_\_\_  
NOTARY PUBLIC  
MY COMMISSION EXPIRES: \_\_\_\_\_

EXECUTED THIS \_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_, BY:

\_\_\_\_\_  
REPRESENTATIVE OF ROCKY MOUNTAIN PIPELINE SYSTEM LLC

STATE OF \_\_\_\_\_

**STATEMENT OF**  
BRIAN L. FORBES ST,  
EMPLOYED BY BP AM  
SYSTEM LLC TO MAK  
AND SHOWN HEREOI  
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\_\_\_\_\_  
LAND SURVEYOR, WY

**CERTIFICATE OF BOARD OF COUN**

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COUNTY, WYOMING,  
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TO THE COUNTY OF  
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BOARD OF COUNTY C  
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NOT DEDICATED TO  
COMPLETED TO THE

DATED THIS \_\_\_ DAY

**CERTIFICATE FO**

THIS PLAT WAS FILEI  
RECORDER AT \_\_\_\_\_  
BOOK \_\_\_\_\_, PAGE I

CLERK AND RECORD

BY: \_\_\_\_\_  
DEPUTY

**CERTIFICATE OF ZONING COMMI**

THIS PLAT WAS APPI  
COMMISSION THIS \_\_\_

\_\_\_\_\_  
CHAIRMAN

**DRAINAGE/SOILS**

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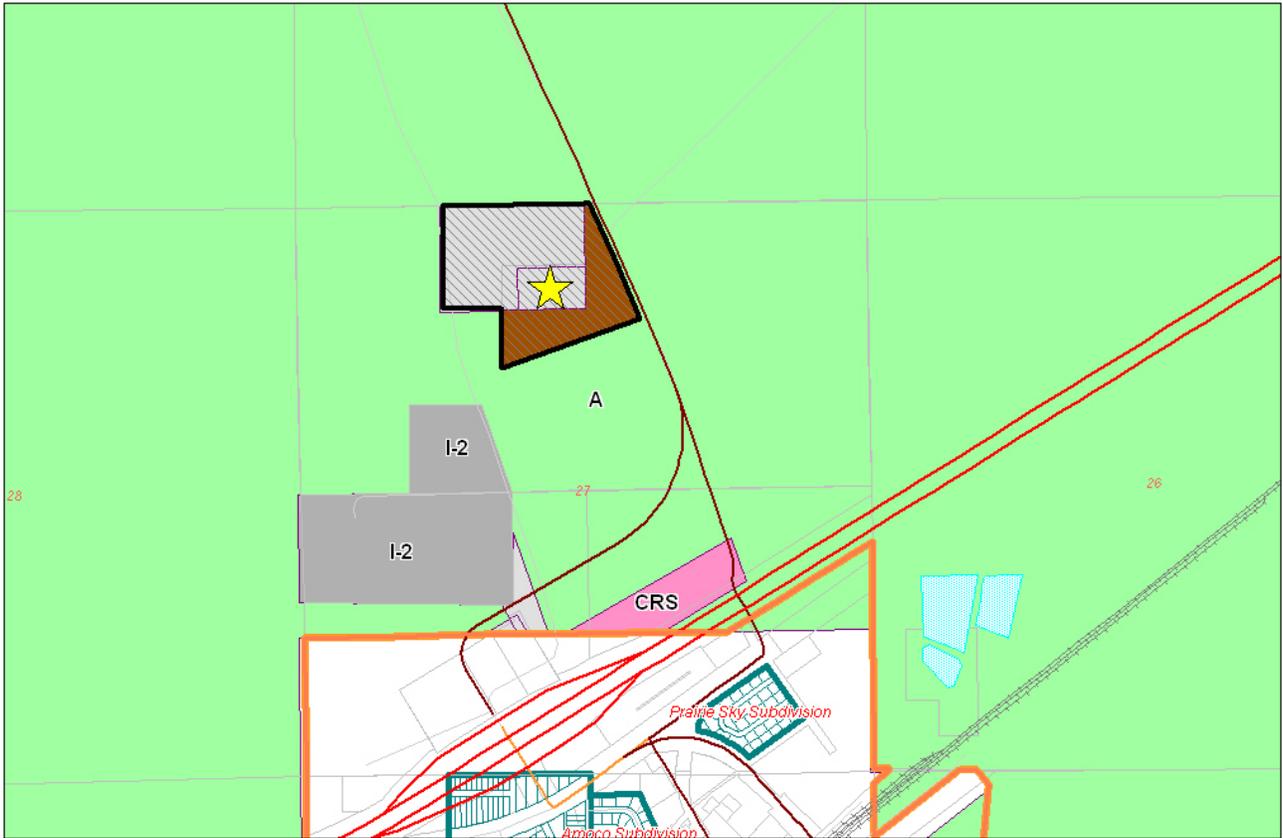
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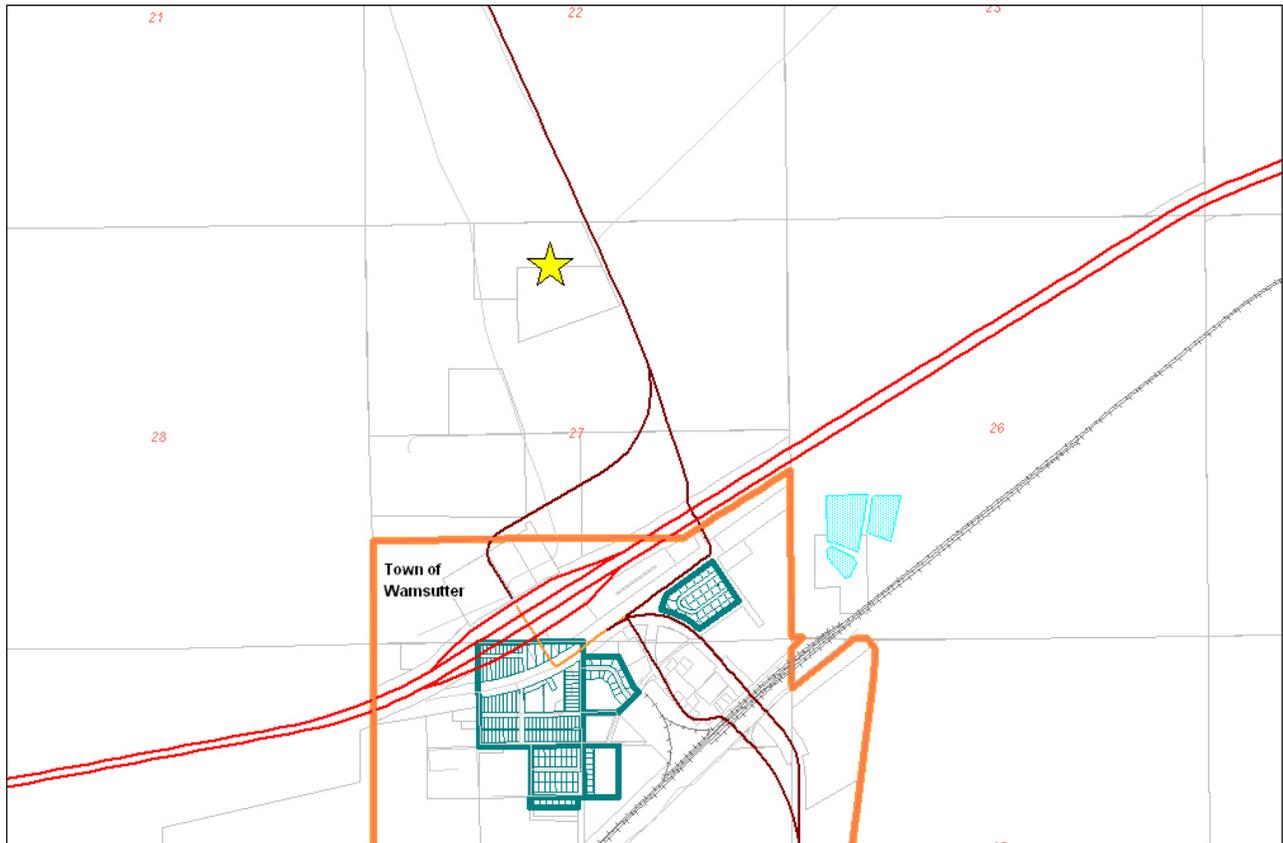
**SWEETWATER COUNTY  
COMMUNITY DEVELOPMENT**





**BP America / Rocky Mountain Pipeline  
Zoning Map Amendment**

**Exhibit B  
Zoning Map**



**BP America / Rocky Mountain Pipeline  
Zoning Map Amendment**

**Exhibit C  
Vicinity Map**

**PUBLIC HEARING  
ITEM # 2**

**SAMSON RESOURCES COMPANY**

**Conditional Use Permit  
Gravel Quarry**

***A (Agriculture)***

**BOARD OF COUNTY COMMISSIONERS MEETING  
APRIL 3, 2012**

**PRESENTER: JOHN T. BARTON**

Prepared by:

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

## **STAFF REPORT**

### **Conditional Use Permit – Gravel Quarry**

#### **APPLICANT**

Samson Resources Company  
370 17<sup>th</sup> Street, Suite 3000  
Denver, CO 80202

#### **OWNER:**

Bureau of Land Management  
P.O. Box 2407  
Rawlins, WY 82301

**PID:** 04-1595-31-1-00-001.00

#### **APPLICATION SUMMARY (EXHIBIT A – APPLICATION):**

The applicant, Samson Resources Company, is requesting a Conditional Use Permit “for Quarries not exceeding 40 acres” on a 9.95 acre parcel of land located in the Southeast Quarter of Section 31 and Southwest Quarter of Section 32, Township 15 North, Range 95 West, of the Sixth Principal Meridian, Sweetwater County, Wyoming. The gravel quarry will be for a 9.95 acre site. Access to the site is from an existing BLM road. The applicant is requesting a Conditional Use Permit to operate the quarry for a period of one year.

The applicant, Samson Resources Company, explains the operation will be conducted as follows:

- The Conditional Use is for a 9.95 acre gravel quarry.
- Operations are expected to occur 52 weeks for one year, during the hours from 6 am to 6 pm Monday through Friday.
- The proposed gravel quarry is located in a very remote area and is not near any residential areas.
- Portable toilets and a contracted sewage disposal service will be used during quarry operations.
- Traffic load for the site and access road is expected to be approximately 20 truck loads per day.
- Personal and company vehicles will be parked on graveled surfaces, locations subject to change due to extraction locations.
- A water truck will be used to provide dust control of the quarry site and BLM road as needed.
- Ditches will be constructed during gravel mining operations to divert natural runoff around the active mine area.
- Areas perceived to have erosion potential may require control structures such as riprap berms, water bars, temporary diversion channels and excelsior logs, straw bales, slope roughening and mulch application. A copy of the stormwater plan (SWPP) is attached to the application.
- A temporary job trailer may be placed at the site during gravel mining operations.

- No permanent structures are to be erected at the quarry site.
- All access will be from Highway 789 via BLM Road 3319 and BLM Road 3318.
- Garbage or trash will be removed daily.
- No fuels, hazardous materials or wastes will be stored on site. Fuel for equipment will be brought in by mechanics service truck on a daily basis.
- Reclamation and revegetation of the site will be in accordance with BLM requirements once mining has been completed.
- No buildings are to be constructed.

**ZONING CLASSIFICATION (EXHIBIT B - ZONING MAP):**

The property is currently zoned as A (Agriculture).

**LEGAL DESCRIPTION (EXHIBIT C - VICINITY MAP):**

The parcel is generally described as a 9.95 acre tract of land located in the Southeast Quarter of Section 31 and Southwest Quarter of Section 32, Township 15 North, Range 95 West Sixth Principal Meridian, Sweetwater County, Wyoming.

**PUBLIC NOTICE:**

Adjacent Property Owner Notice Sent:	February 10, 2012
Public Hearing Notice Advertised:	February 10, 2012
Sign Posted on Property:	February 15, 2012

**PUBLIC COMMENTS:**

**NONE**

**AGENCY COMMENTS:**

**COUNTY ENGINEERING:** 1) Address permit has not been submitted if address is needed; 2) Recommend time limit for Conditional Use (2 years); 3) A copy of the BLM ROW Grant permitting access to Samson Resources to travel to the proposed gravel mine; 4) DEQ storm water discharge permit needed. Reclamation as per BLM.

**COUNTY SURVEYOR:** 1) Provide documentation of the BLM gravel mining permit; 2) Provide a Professional Land Surveyor stamp on the site plan; 3) Provide a tie to a section or quarter corner on the site plan.

**COLORADO INTERSTATE GAS COMPANY:** Both Colorado Interstate Gas Company and Wyoming Interstate Company have no facilities in the immediate area. Thus we have no concerns.

**SWC EMERGENCY MANAGEMENT:** I see no reason not to issue a conditional use permit.

**PLANNING STAFF COMMENTS:**

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

**STAFF REQUESTED ACTION:**

Staff requests the following items to be conditions of the permit:

1. The applicant shall abide by the terms of their conditional use application.
2. The conditional use is valid when the applicant provides the following:
  - a. Approved Storm Water Discharge permits from the Wyoming Department of Environmental Quality
  - b. BLM and WDEQ approval.
3. The Conditional Use Permit is valid for a period of two years.
4. The applicant shall maintain dust control on site and on haul roads associated with the Conditional Use Permit.

**RECOMMENDATION 12-03-ZO-02  
SAMSON RESOURCES COMPANY  
CONDITIONAL USE PERMIT- GRAVEL QUARRY**

WHEREAS, Samson Resources Company has requested a Conditional Use Permit for a gravel quarry in accordance with Section 6 of the Sweetwater County Zoning Resolution. This application is for a parcel of land described as:

*9.95 acres in the Southeast Quarter of Section 31 and the Southwest Quarter of Section 32, Township 15 North, Range 95 West of the 6<sup>th</sup> 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 March 14, 2012 to consider the applicant's request; and,

WHEREAS, after due consideration and discussion, the Planning and Zoning Commission voted 3-0 to recommend approval of this request with the following conditions:

1. The applicant shall abide by the terms of their conditional use application.
2. The conditional use is valid when the applicant provides the following:
  - a. Approved Storm Water Discharge permits from the Wyoming Department of Environmental Quality
  - b. BLM and WDEQ approval.
3. The Conditional Use Permit is valid for a period of two years.
4. The applicant shall maintain dust control on site and on haul roads associated with the Conditional Use Permit.

NOW THEREFORE, the Sweetwater County Planning and Zoning Commission recommends that this request be APPROVED as conditioned.

Dated this 14<sup>th</sup> day of March, 2012.

Attest:

Sweetwater County  
Planning and Zoning Commission

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

\_\_\_\_\_  
James Reinard, Acting-Chairman

**RESOLUTION 12-04-ZO-02**  
**SAMSON RESOURCES COMPANY**  
**CONDITIONAL USE PERMIT- GRAVEL QUARRY**

WHEREAS, Samson Resources Company has requested a Conditional Use Permit for a gravel quarry in accordance with Section 6 of the Sweetwater County Zoning Resolution. This application is for a parcel of land described as:

*9.95 acres in the Southeast Quarter of Section 31 and the Southwest Quarter of Section 32, Township 15 North, Range 95 West of the 6<sup>th</sup> Principal Meridian, Sweetwater County, Wyoming.*

WHEREAS, the Sweetwater County Board of County Commissioners held a public hearing in regards to this matter on April 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 3<sup>rd</sup> day of April, 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 12-04-ZO-02**  
**SAMSON RESOURCES COMPANY**  
**CONDITIONAL USE PERMIT- GRAVEL QUARRY**

WHEREAS, Samson Resources Company has requested a Conditional Use Permit for a gravel quarry in accordance with Section 6 of the Sweetwater County Zoning Resolution. This application is for a parcel of land described as:

*9.95 acres in the Southeast Quarter of Section 31 and the Southwest Quarter of Section 32, Township 15 North, Range 95 West of the 6<sup>th</sup> Principal Meridian, Sweetwater County, Wyoming.*

WHEREAS, the Sweetwater County Board of County Commissioners held a public hearing in regards to this matter on April 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 shall abide by the terms of their conditional use application.
2. The conditional use is valid when the applicant provides the following:
  - a. Approved Storm Water Discharge permits from the Wyoming Department of Environmental Quality
  - b. BLM and WDEQ approval.
3. The Conditional Use Permit is valid for a period of two years.
4. The applicant shall maintain dust control on site and on haul roads associated with the Conditional Use Permit.

Dated this 3<sup>rd</sup> day of April, 2012.

Sweetwater County  
Board of County Commissioners

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Wally J. Johnson, Chairman

\_\_\_\_\_  
Gary Bailiff, Member

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

Attest:

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Don Van Matre, Member

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

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

**RESOLUTION 12-04-ZO-02**  
**SAMSON RESOURCES COMPANY**  
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WHEREAS, the Sweetwater County Board of County Commissioners held a public hearing in regards to this matter on April 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 3<sup>rd</sup> day of April, 2012.

Sweetwater County  
Board of County Commissioners

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Gary Bailiff, Member

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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: 01.11.12  
Permit Number: 12-004  
Present Zoning: AG  
PID: 04- 1595 - 32 - 1 - 00 - 001 - 00  
32

(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: Pending Lot Size: 9.95 (acres)  
Project Location: Quarter: SE & SW Section: 31 & 32 Township: 15 N. Range: 95 W.  
Subdivision Name: N/A Lot: N/A Block: N/A  
Property Identification Number: 04 - 1595 - 31 - 1 - 00 - 001 - 00  
Additional Property Identification Number: 04-1595-32-1-00-001-00

### GENERAL INFORMATION:

Samson Resources Company  
**Applicant Name**  
370 17th Street, Suite 3000, Denver, CO 80202  
Applicant Mailing Address  
(303) 222-0976  
Telephone/Email

Bureau of Land Management, Mark Newman  
**Land Owner of Record**  
P.O. Box 2407, Rawlins, WY 82301  
Owner's Mailing Address  
(307) 328-4200  
Telephone/Email

N/A  
**Agent Business Name & Primary Contact**  
N/A  
Agent Mailing Address  
N/A  
Telephone/Email

WWC Engineering, Inc., Jeremy Fadness, P.E.  
**Engineer/Contractor Business Name & Primary Contact**  
1275 Maple Street, Suite F, Helena, MT 59601  
Engineer/Contractor Mailing Address  
(406) 443-3962, jfadness@wwcengineering.com  
Telephone/Email

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**SWEETWATER COUNTY  
COMMUNITY DEVELOPMENT**



# Sweetwater County, Wyoming Hazardous Chemical Inventory

## Local Emergency Planning Committee (307) 922-5369

### Facility Location

Name: \_\_\_\_\_  
 Location: \_\_\_\_\_  
 City, State & Zip: \_\_\_\_\_  
 Phone: \_\_\_\_\_

### Emergency Contact (local)

Name: Vanessa Cameron  
 Title: District Surface Landman  
 Phone: (303) 222-0976  
 24 Hour Phone: (303) 868-6449

### Owner/Operator

Name: Samson Resources Company  
 Mailing Address: 370 17th Street, Suite 3000  
 City, State & Zip: Denver, CO 80202  
 Phone: (303) 222-0976

### Emergency Contact (local)

Name: Mark Newman, Bureau of Land Management  
 Title: \_\_\_\_\_  
 Phone: (307) 328-4200  
 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: 12/20/11

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)  UN Number: _____ (if on label)  Chemical Name: _____  Product Name: _____	Max. Daily Amt: _____  Avg. Daily Amt.: _____  Number of days per year on site: _____	<div style="text-align: center; color: red; font-weight: bold; font-size: 1.2em;">             RECEIVED               JAN 11 2012               SWEETWATER COUNTY              COMMUNITY DEVELOPMENT           </div> Container Type: _____  Location: _____
Hazard Class: _____ (taken from package label)  UN Number: _____ (if on label)  Chemical Name: _____  Product Name: _____	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.

Vanessa Cameron

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.

We are applying for a conditional use for quarries not exceeding 40 acres. Samson Resources Company proposes to develop a 9.95 acre gravel quarry on Bureau of Land Management property. The quarry would extract sand and gravel in support of Samson Resources Company oil and gas development in the surrounding area.

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 permanent structures are proposed on the site. A temporary mobile job trailer may be placed at the site during gravel mining operations.

## 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?

Samson Resources proposed to operate the gravel quarry from January 2012 to January 2013.

**Hours of Operation:** What are your proposed portions of the year, days of the week and hours of operation?

The gravel extraction will take place all year long. Major operations will generally take place on Monday through Friday from 6:00 a.m. to 6:00 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.

There is no onsite water supply proposed for this operation.

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**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.

No onsite sewage disposal is proposed for this operation. A portable toilet will be placed onsite for use by mining personnel. The portable toilets will be pumped by a licensed sewage pumper 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.

As discussed with Jim Zimmerman with the Sweetwater County Code Enforcement, there are no permanent structures being erected on the gravel quarry site. Therefore, no County fire protection measures are required.

### 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.

The property is currently used for recreation and grazing. The existing traffic patterns are periodic recreational or agricultural uses associated with public lands as well as access to oil and gas activities. The proposed use of the site as a gravel quarry will increase traffic over the existing use. The proposed traffic will not be permanent, but will only last for the year the gravel quarry will be operational. It is proposed the site will generate approximately 20 truck trips per day.

**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?

Gravel mining equipment will be parked onsite when not in use. There is the potential for personal and company vehicles to be parked onsite while working. Parking areas will be dependent on gravel extraction operations and will change depending on where operations are being conducted on the site. All equipment and vehicle parking areas will be gravel.

**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.

Dump trucks will be loaded with gravel material extracted from the site. There will be no customer loading of materials, only loading of trucks owned by the operator. Loading of trucks will take place between the hours of 6:00 a.m. and 6:00 p.m. Monday through Friday. Loading areas will be dependent on gravel extraction operations and will change depending on where operations are being conducted on the site.

**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.

The proposed gravel quarry is located along Sand Creek Road and on Bureau of Land Management property. The proposed gravel quarry is located in a very remote area and is not near any residential areas. The existing road is adequate to accommodate the proposed temporary truck traffic.

### Health and Safety Issues

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**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.

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No fuels, hazardous materials or wastes will be stored at the proposed gravel quarry site. Fuel will be hauled in by truck to fuel equipment.

**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.

Trash receptacles will be provided around the gravel quarry site. All employees will be informed where the trash receptacles are located when they arrive. The trash receptacles will be for typical work wastes such as food, food packaging and paper type wastes. Trash receptacles will be emptied on a regular basis and the trash will be hauled to the nearest available landfill.

**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 work in the proposed gravel quarry will be outside. The most noticeable off premises effects will be noise and dust.

**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.

There will be noise that is produced from the use of typical gravel extraction equipment. Hours of operation will be between 6:00 a.m. and 6:00 p.m. from Monday through Friday. This will eliminate any noise during night time hours and on the weekends. Dust will be produced by equipment and materials handling. Dust will be controlled by watering the heavy work areas regularly. A water truck will be available to control dust on access roads when necessary.

**Flood Plain/Wetland:** Is your property located in a flood plain? If yes, see disclaimer provided as a part of this application.

The property is not located within a floodplain or wetland area.

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**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.

There are several small drainages that run through the proposed gravel quarry site that flow generally from south to north to an unnamed tributary drainage to Haystack Wash. Ditches will be constructed during gravel mining operations to divert natural runoff around the active mine area.

**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.

The proposed gravel quarry is not located within a Growth Management Area. The property does contain a few very small areas of 15% or greater slopes next to a drainage that runs through the site. These few small areas of 15% or greater slopes are only a few feet high and will be removed as part of the gravel mining process.

**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.

All BMPs used in erosion control will be properly selected to best suit the situation. BMPs will be installed in accordance with the manufacturer's recommendations. Areas perceived to have erosion potential may require control structures such as riprap berms, water bars, temporary diversion channels and excelsior logs straw bales, slope roughening, and mulch application. A copy of the SWPPP is provided with this application. A water truck will be onsite to control dust in work areas and access roads when needed.

## 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.

This proposed gravel quarry will be reclaimed and revegetated with native plant species once work is complete.

**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.

There is no permanent lighting proposed with this gravel quarry project.

**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.

There are no permanent buildings proposed with this gravel quarry project.

**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.

There are no permanent signs proposed with this gravel quarry project.

**Outside Storage:** Please describe the materials or equipment that will be in exterior storage on your property and show on site plan.

All typical gravel quarry equipment such as gravel screens, loader, water truck, dump trucks, etc. will be stored outside onsite. The location of equipment will change depending on the location of work on the site. Gravel material stockpiles will also be stored onsite temporarily until they are trucked away for use.

**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.

The gravel quarry site is located in a very remote part of the county on Bureau of Land Management property. There is no screening or fencing proposed for the gravel quarry site.

**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 gravel quarry site is located 23 miles west of Highway 789. The gravel quarry site will be reclaimed and revegetated in accordance with BLM requirements once mining has been completed.

## 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.

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### 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)**      **Date**

Vanessa Cameron  
\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Signature of Land Owner of Record (Required)**      **Date**

Mark Newman, Bureau of Land Management  
\_\_\_\_\_  
**Print Name**

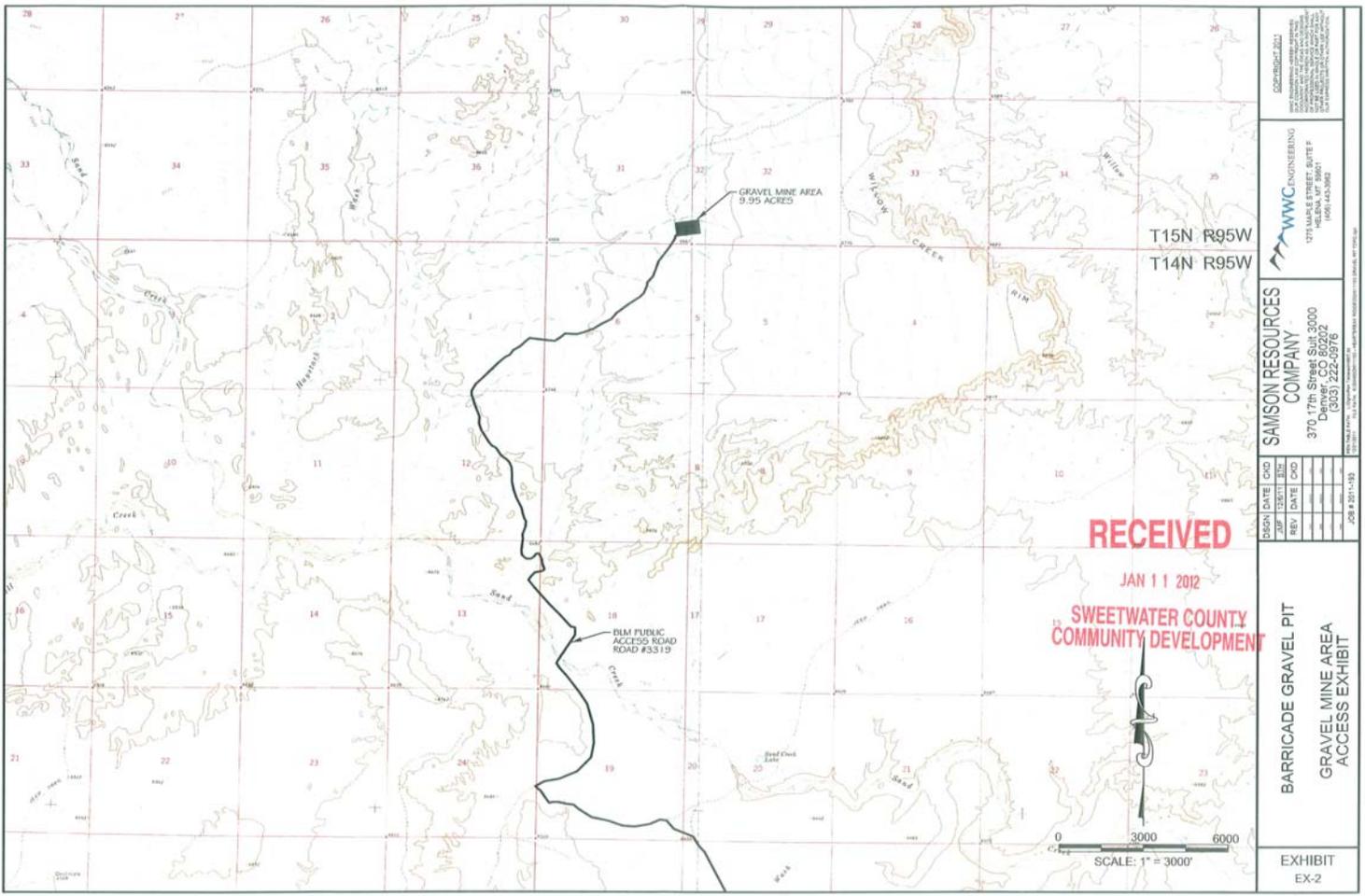
\_\_\_\_\_  
**Signature of Agent**      **Date**

\_\_\_\_\_  
**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.*



T15N R95W  
T14N R95W

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**BARRICADE GRAVEL PIT  
GRAVEL MINE AREA  
ACCESS EXHIBIT**

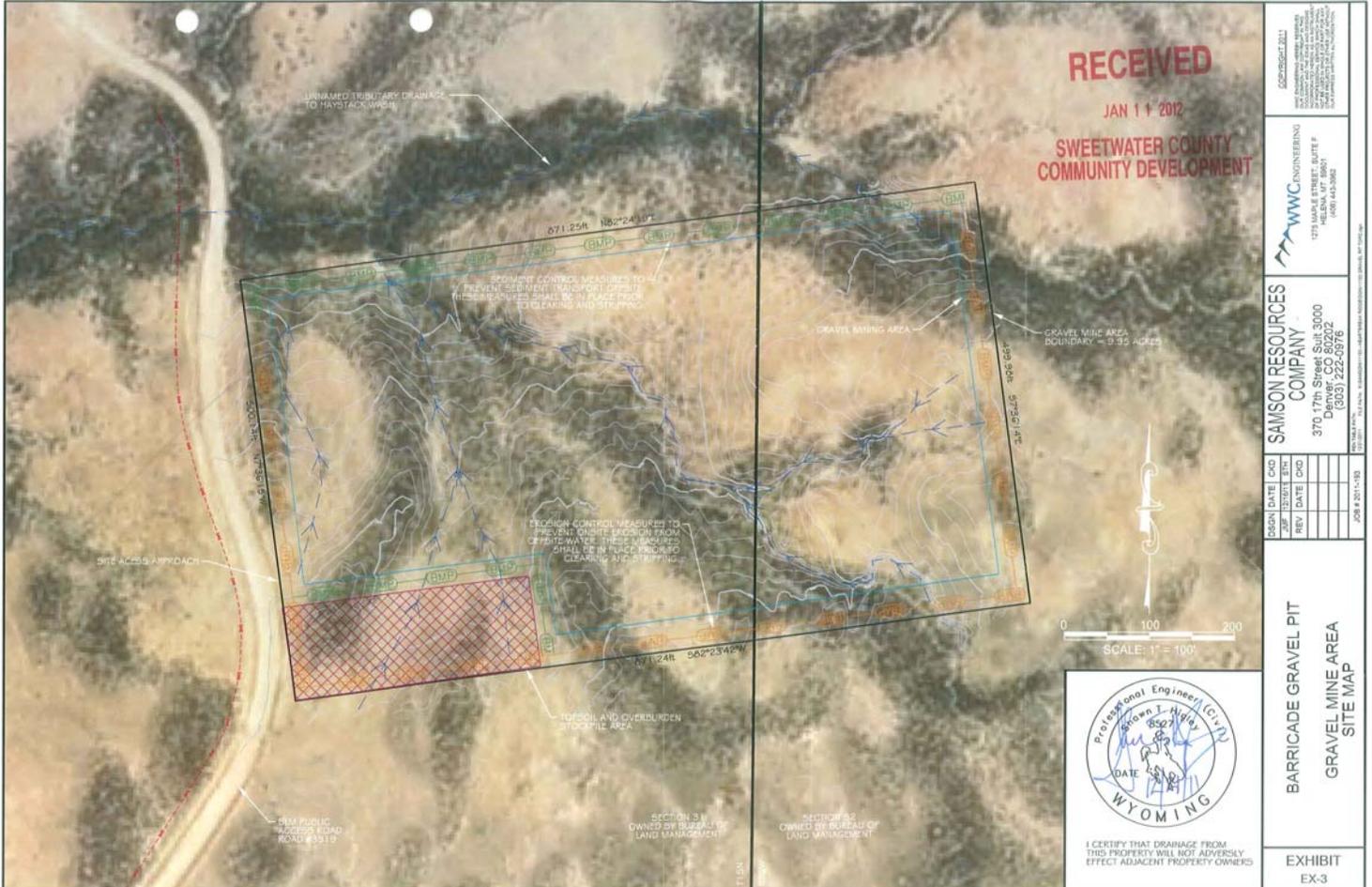
EXHIBIT  
EX-2

DESIGN DATE	CHK
JUN 13 2011	BDK
REV DATE	CHK

**SAWSON RESOURCES COMPANY**  
 370 17th Street, Suite 3000  
 Denver, CO 80202  
 (303) 222-0976

**WCC ENGINEERING**  
 1775 MARBLE STREET, SUITE F  
 HELDEN, UT 84031  
 (435) 443-5400

CONTRACT # 2011-143  
 JOB # 2011-143



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**BARRICADE GRAVEL PIT  
GRAVEL MINE AREA  
SITE MAP**

EXHIBIT  
EX-3

DESIGN DATE	CHK
JUN 13 2011	BDK
REV DATE	CHK

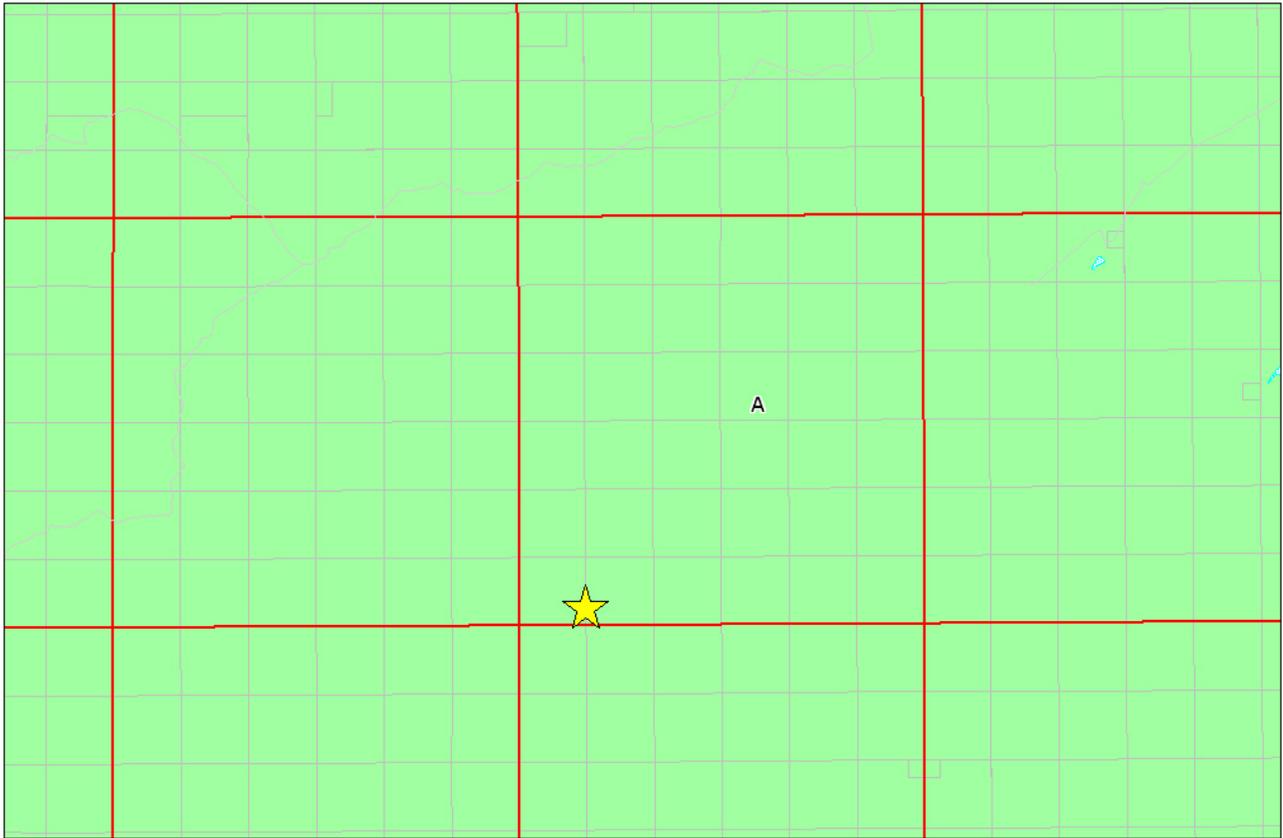
**SAWSON RESOURCES COMPANY**  
 370 17th Street, Suite 3000  
 Denver, CO 80202  
 (303) 222-0976

**WCC ENGINEERING**  
 1775 MARBLE STREET, SUITE F  
 HELDEN, UT 84031  
 (435) 443-5400

CONTRACT # 2011-143  
 JOB # 2011-143

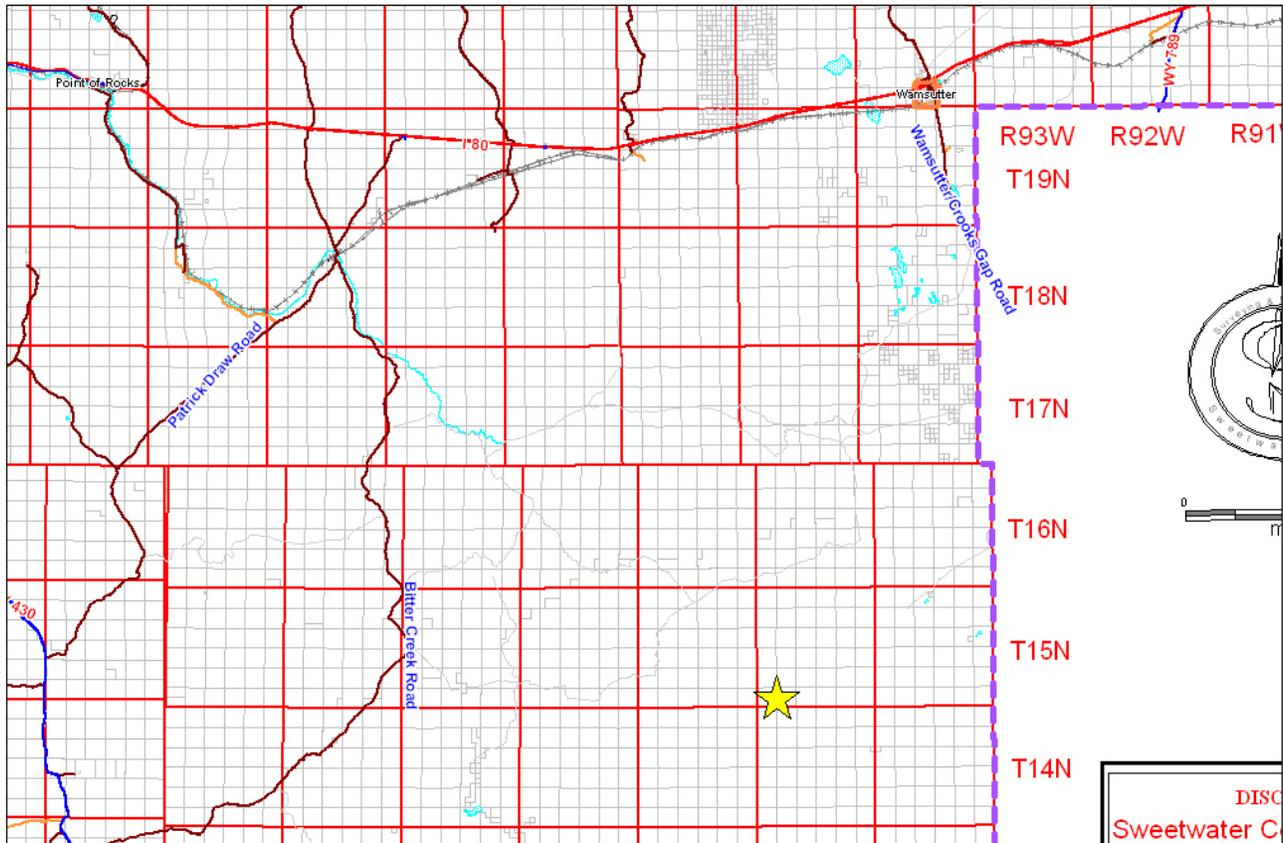


I CERTIFY THAT DRAINAGE FROM THIS PROPERTY WILL NOT ADVERSELY AFFECT ADJACENT PROPERTY OWNERS



**Samson Resources Company  
Conditional Use Permit**

**Exhibit B  
Zoning Map**



**Samson Resources Company  
Conditional Use Permit**

**Exhibit C  
Vicinity Map**

# **PUBLIC HEARING ITEM # 3**

**EDEN VALLEY SOLID WASTE DISPOSAL DISTRICT  
(EVSWDD)  
(APPLICANT)**

**CONDITIONAL USE PERMIT – SOLID WASTE  
TRANSFER STATION**

**BOARD OF COUNTY COMMISSIONERS MEETING  
April 3, 2012**

**PRESENTER: STEVE HORTON**

Prepared by:

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

**STAFF REPORT  
EDEN VALLEY SOLID WASTE DISPOSAL DISTRICT (EVSWDD)**

**Conditional Use Permit – Solid Waste Transfer Station**

**APPLICANT**

Eden Valley Solid Waste Disposal District  
P.O. Box 232  
Farson, Wyoming 82932

**AGENT:**

Trihydro Corporation  
Ken Schreuder, P.E.  
350 Garfield Street  
Lander, WY 82520

**APPLICATION SUMMARY (EXHIBIT A - APPLICATION):**

The applicant is requesting approval for a Conditional Use Permit to allow the construction and operation of a new municipal solid waste transfer station to replace the existing municipal solid waste landfill, which is to be closed.

Currently the applicant is operating a municipal solid waste landfill on the site.

The application states the conditional use for a solid waste transfer station will be conducted as follows:

- The applicant is requesting a Conditional Use Permit for the construction and operation of a solid waste transfer station to replace the existing solid waste landfill. The parcel is 70.82 acres, and the transfer station is proposed for construction at the western edge of the existing landfill.
- The facility is intended to operate indefinitely.
- Source of water is well water for site cleaning.
- Sewage disposal is accomplished with a septic system using existing restroom facilities.
- Farson/Eden Fire Department provides fire protection along with 3 Class ABC fire extinguishers for immediate use.
- Hours of operation are projected for 9am to 5pm, Tuesday through Saturday with varying hours for winter months and for summer months.
- Peak use periods are projected to have up to 25 customer vehicles per day with a winch truck changing out dumpsters one day per week.

- No customers will be provided on-site. One parking space will be provided for the designated site attendant
- There will be no change to access via drive connection to US 191
- There will be no hazardous materials stored on site.
- Separate areas will be designated for use to store scrap metal and clean wood material. Scrap metal will be recycled and clean wood will be burned in compliance with WDEQ/AQD rules. This material will be stored so as to not be visible from US 191
- A water truck will be used as necessary on the facility access road and internal roads for dust control.
- A Storm Water Pollution Prevention Plan (SWPPP) and Notice of Intent (NOI) have been submitted to the WDEQ Water Quality Division. Runoff is expected to be minimal and will accumulate on-site in a non-discharging retention basin.
- One new metal building will be constructed to contain the solid waste transfer activities.
- Existing signage along US 191 will remain in place/use.

**ZONING CLASSIFICATION (EXHIBIT B - ZONING MAP):**

The property is currently zoned as A (Agriculture)

**LEGAL DESCRIPTION (EXHIBIT C - VICINITY MAP):**

A parcel of land generally described as 70.82 acres located in the Northeast Quarter of Section 34 Township 25 North Range 106 West of the Sixth Principal Meridian, Sweetwater County, Wyoming.

**PUBLIC NOTICE:**

Adjacent Property Owner Notice Sent:	February 10, 2012
Public Hearing Notice Advertised:	February 10, 2012
Sign Posted on Property:	February 16, 2012

**PUBLIC COMMENTS:**

As of this date there have been no public comments have been submitted.

**AGENCY COMMENTS:**

**SWC CODE ENFORCEMENT OFFICER:** Requires a final 2006 IFC compliance inspection.

**SWC ENGINEER:** Must comply with all local, state, and federal regulations

**SWC SURVEYOR:** Issue

**WYDOT:** No concerns, assuming traffic into and out of will remain similar to current uses

**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**

**STAFF COMMENTS**

This existing municipal waste landfill site and proposed solid waste transfer site, which will replace the landfill site, is currently operating under WDEQ regulatory control. The landfill site, when the transfer site is operational and is ready to replace the landfill site, will be closed under WDEQ requirements, inspections and monitoring.

**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 state relates to the proposed conditional use permit application.

- **Balance future growth and development with facility/service capacity (e.g. water, sewer, waste disposal, transportation and roads, law enforcement and emergency services.** The following infrastructure is available within the vicinity of this proposed conditional use permit:
  - **Water:** Well permit
  - **Fire Protection:** Eden Valley Fire District
  - **Sewer:** Septic
  - **Natural Gas:** NA
  - **Electricity:** Bridger Valley Electric
  - **Road:** US Highway 191 North
  - **Solid Waste Disposal:** Eden Valley Solid Waste Disposal District
  
- **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 a Conditional Use proposed transfer site to replace an operational municipal landfill site which is proposed for formal closure within an area Zoned Agriculture.
  
- **Encourage the separation of incompatible land uses and interests:** The parcel is located within an agricultural area.

#### **P&Z RECOMMENDATION:**

The Sweetwater County Planning and Zoning Commission met on March 14, 2012 and voted 3-0 to recommend approval of this Conditional Use Permit.

**RECOMMENDATION 12-03-ZO-03**  
**EDEN VALLEY SOLID WASTE DISPOSAL DISTRICT**  
**CONDITIONAL USE PERMIT- TRANSFER STATION**

WHEREAS, Eden Valley Solid Waste Disposal District has requested a Conditional Use Permit for a transfer station in accordance with Section 6 of the Sweetwater County Zoning Resolution. This application is for a parcel of land described as:

*70.82 acres in the Northeast Quarter of Section 34, Township 25 North, Range 106 West of the 6<sup>th</sup> 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 March 14, 2012 to consider the applicant's request; and,

WHEREAS, after due consideration and discussion, the Planning and Zoning Commission voted 3-0 to recommend approval of this request;

NOW THEREFORE, the Sweetwater County Planning and Zoning Commission recommends that this request be APPROVED.

Dated this 14<sup>th</sup> day of March, 2012.

Attest:

Sweetwater County  
Planning and Zoning Commission

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

\_\_\_\_\_  
James Reinard, Acting-Chairman

**RESOLUTION 12-04-ZO-03**  
**EDEN VALLEY SOLID WASTE DISPOSAL DISTRICT**  
**CONDITIONAL USE PERMIT- TRANSFER STATION**

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*70.82 acres in the Northeast Quarter of Section 34, Township 25 North, Range 106 West of the 6<sup>th</sup> Principal Meridian, Sweetwater County, Wyoming.*

WHEREAS, the Sweetwater County Board of County Commissioners held a public hearing in regards to this matter on April 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 3<sup>rd</sup> day of April, 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 12-04-ZO-03**  
**EDEN VALLEY SOLID WASTE DISPOSAL DISTRICT**  
**CONDITIONAL USE PERMIT- TRANSFER STATION**

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*70.82 acres in the Northeast Quarter of Section 34, Township 25 North, Range 106 West of the 6<sup>th</sup> Principal Meridian, Sweetwater County, Wyoming.*

WHEREAS, the Sweetwater County Board of County Commissioners held a public hearing in regards to this matter on April 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 3<sup>rd</sup> day of April, 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: \_\_\_\_\_  
Permit Number: \_\_\_\_\_  
Present Zoning: \_\_\_\_\_  
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.

JAN 12 2012

## PROPERTY INFORMATION:

County Assigned Address: 3938 U.S. Highway 191 North Lot Size: 70.82 (acres)

Project Location: Quarter: NE Section: 34 Township: 25N Range: 106W

Subdivision Name: \_\_\_\_\_ Lot: \_\_\_\_\_ Block: \_\_\_\_\_

Property Identification Number: 04 - 2506 - 34 - 1 - 00 - 089 - 00

## GENERAL INFORMATION:

Eden Valley Solid Waste Disposal District

Applicant Name

P.O. Box 232, Farson, WY 82932

Applicant Mailing Address

(207) 273-9230

Telephone/Email

None

Agent Business Name & Primary Contact

Agent Mailing Address

Telephone/Email

Eden Valley Solid Waste Disposal District

Land Owner of Record

P.O. Box 232, Farson, WY 82932

Owner's Mailing Address

(307) 273-9230

Telephone/Email

Trihydro Corporation, Ken Schreuder, P.E.

Engineer/Contractor Business Name & Primary Contact

350 Garfield Street, Lander, WY 82520

Engineer/Contractor Mailing Address

(307) 332-5280

Telephone/Email

## CONDITIONAL USE PERMIT SUBMITTAL REQUIREMENTS

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: Not Applicable

Name of District/City: \_\_\_\_\_

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

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

- 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: P77002W (on adjacent landfill)

Septic or private system. Please provide County Health Permit Number: 88-213 (on adjacent landfill)

- Growth Management Area:** If property is within the Growth Management Area, attach one or more of the following:

<input type="checkbox"/> Agriculture Zone Supplemental Questionnaire	<input type="checkbox"/> Scenic Overlay Questionnaire
<input type="checkbox"/> Highway Frontage Overlay Questionnaire	<input type="checkbox"/> Slope Supplemental Questionnaire
<input type="checkbox"/> Rules for GMA parcels 35 acres or more	<input type="checkbox"/> Airport Overlay

- Permits and Fees:** The following permits and fees are required for NEW construction:

<input checked="" type="checkbox"/> Sweetwater County Non-Residential Construction/Use Permit	0.1% of project costs or \$300 Min.
<input type="checkbox"/> Sweetwater County Access Road/Right-Of-Way Permit	\$ 75.00 Fee
<input type="checkbox"/> Sweetwater County Address Permit	\$ 75.00 Fee

- Supplemental Documentation and Studies:**

<input checked="" type="checkbox"/> Traffic Study	<input type="checkbox"/> Soils Suitability Study	<input checked="" type="checkbox"/> Lighting Plan
<input checked="" type="checkbox"/> Dust Control Plan	<input type="checkbox"/> Report from Soil Conservation District	<input checked="" type="checkbox"/> Special Plan for Off-Street Parking
<input type="checkbox"/> Special Plat Requirements	<input checked="" type="checkbox"/> Sign Permit	



# Sweetwater County, Wyoming Hazardous Chemical Inventory

## Local Emergency Planning Committee (307) 922-5369

### Facility Location

Name: Eden Valley Transfer Station  
 Location: 3938 U.S. Highway 191 North  
 City, State & Zip: Farson, WY 82932  
 Phone: (307) 273-5642

### Emergency Contact (local)

Name: Gail Johnson  
 Title: EVSWDD Secretary-Treasurer  
 Phone: (307) 273-9230  
 24 Hour Phone: (307) 273-9230

### Owner/Operator

Name: Eden Valley Solid Waste Disposal District  
 Mailing Address: P.O. Box 232  
 City, State & Zip: Farson, WY 82932  
 Phone: (307) 273-9230

### Emergency Contact (local)

Name: James Burnett  
 Title: EVSWDD Chairman  
 Phone: (307) 273-5227  
 24 Hour Phone: (307) 389-4947

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: January 3, 2012

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.

**James Burnett, Chairman**  
 Printed Name & Official Title of Owner/Operator OR  
 Owner/Operator's Authorized Representative

*James Burnett*  
 Signature

1/6/12  
 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.

A new municipal solid waste transfer station will be constructed and operated to replace the existing municipal solid waste landfill, which is closing.

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.

The transfer station will be a metal building on a concrete foundation. Gravel storage areas will be provided to collect scrap metal for recycling, and clean wood and brush for burning. Additional information is provided in the cover letter.

## 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 facility will operate indefinitely as a permanent replacement for the Eden Valley Landfill, which is closing.

**Hours of Operation:** What are your proposed portions of the year, days of the week and hours of operation?

The facility will be open Tuesday through Saturday. Hours of operation are 9AM to 5PM (October through March), and 10AM to 6PM (April through September). See Plan Set Sheet C-6.

## 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.

A yard hydrant will be installed inside the transfer station and connected to the existing water supply well at the landfill (P77002). See Plan Set Sheet C-5. The yard hydrant will be used to clean the transfer station floor.

**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.

No sewage disposal will be provided for the transfer station. Facility personnel will use the existing bathroom at the adjacent landfill. See Plan Set Sheet C-1.

**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.

The transfer station will be equipped with three Class A-B-C fire extinguishers. See Plan Set Sheet A-1. In case of an emergency, the phone at the landfill office will be used to call 9-1-1 and request assistance from the Eden Valley Fire District.

### 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.

Peak usage occurs in the summer, when approximately 25 vehicles/day (e.g., cars, trucks, and/or trailers) use the facility. One garbage truck uses the facility one day/week (typically Wednesday). A winch truck will access the site approximately one day/week to exchange roll-off containers.

**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?

Vehicles that enter the site will deposit their waste inside the transfer station and leave, so no designated parking is proposed. The facility attendant will park at the adjacent landfill office. Up to two empty roll-off containers will be stored on the east side of the transfer station.

**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.

A backhoe will be used to move waste from the tipping floor to the roll-off containers, and clear snow from internal roads. A winch truck and a pup trailer (optional) will be used to transport roll-off containers to and from the facility.

**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.

Access to the transfer station will be from U.S. Highway 191 via the existing access road for the landfill. See Attachment E, Plan Set Title Sheet and Sheet C-2, and Record of Survey. The existing access road has been adequate for the landfill, and no additional traffic is anticipated.

### 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.

The facility will only manage municipal solid waste. No hazardous materials will be stored at the facility.

**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.

Municipal solid waste will be placed in the transfer station, and then transported to a permitted landfill for disposal.

**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.

A scrap metal area will be used to store scrap metal for recycling. A clean wood area will be used to store clean wood and brush for burning in compliance with WDEQ/AQD rules and regulations. See Plan Set Sheets C-3 and C-6.

**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.

The facility is designed to manage solid waste inside an enclosed transfer station, which will limit adverse external effects. The scrap metal and clean wood areas will not be visible from Highway 191, except when the clean wood and brush is being burned.

**Flood Plain/Wetland:** Is your property located in a flood plain? If yes, see disclaimer provided as a part of this application.

As shown on Figure 1, the facility is not located in a wetland. The floodplain map for Sweetwater County (FEMA Map ID 5600870014A) indicates that the facility is not located in the floodplain of the Little Sandy River.

**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.

A Storm Water Pollution Prevention Plan (SWPPP) and Notice of Intent (NOI) have been submitted to the WDEQ Water Quality Division (WQD). A copy is enclosed. Runoff is expected to be minimal, and will accumulate on-site in a non-discharging retention basin.

**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 (all slopes less than 15%)

**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.

A water truck will be used as necessary on the facility access road and internal roads to control dust. Areas disturbed during construction will be reseeded to prevent erosion. See Plan Set Sheet C-7.

## 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 proposed.

**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.

Exterior lighting details are provided on Plan Set Sheet E-3.

**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.

The transfer station will be a metal building with a concrete foundation and floor. The exterior color will be dependent on manufacturer options, but is expected to be an earth tone. See Plan Set Sheets A-3 and A-4.

**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.

The existing sign along Highway 191 that identifies the turn-off for the landfill will be maintained as-is. Sign placement and details for the transfer station are shown on Plan Set Sheet C-6.

**Outside Storage:** Please describe the materials or equipment that will be in exterior storage on your property and show on site plan.

Graveled areas for the storage of scrap metal and clean wood are shown on Plan Set Sheets C-3 and C-6 (Detail I). No more than two empty 50-CY roll-off containers will be stored along the internal access road to the roll-off bays.

**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.

Fencing plans and details are shown on Plan Set Sheet C-7.

**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?

None proposed.

## 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.

James Burnett  
Signature of Applicant (Required)      1/3/12  
Date

James Burnett  
Signature of Land Owner of Record (Required)      1/3/12  
Date

James Burnett, EVSWDD Chairman  
Print Name

James Burnett, EVSWDD Chairman  
Print Name

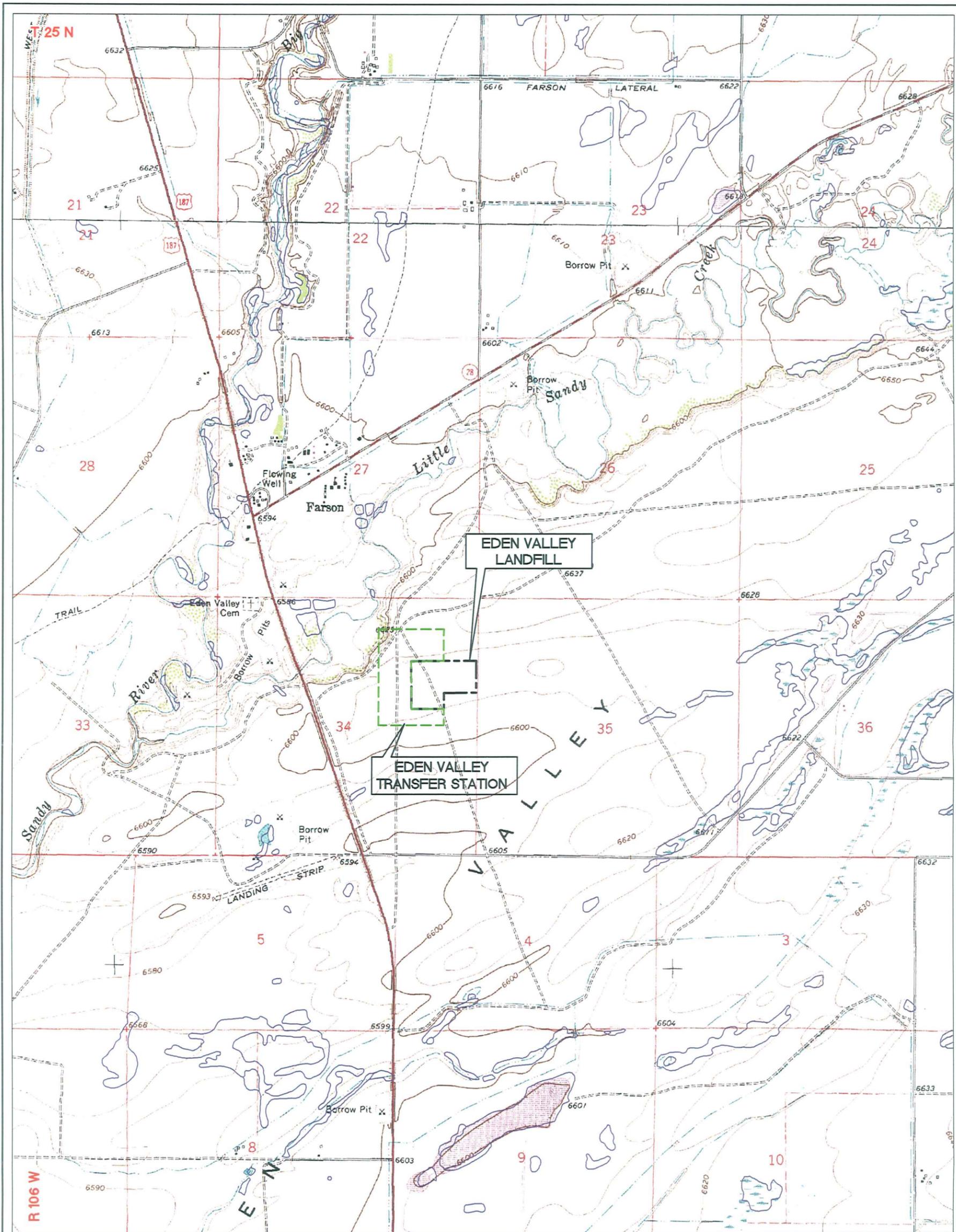
\_\_\_\_\_  
Signature of Agent      \_\_\_\_\_  
Date

Same as Applicant  
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.*



Basemap: U.S. Geological Survey, 1:24,000—Scale 7.5 Minute Digital Raster Graphic Quadrangle, Farson, Publication: 1970  
 Wetlands: <http://www.fws.gov/wetlands/Data/Mapper.html>

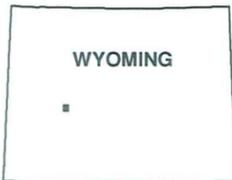
**EXPLANATION**

- EXISTING EDEN VALLEY LANDFILL
- - - PROPOSED EDEN VALLEY TRANSFER STATION
- WETLANDS

**FIGURE 1**

**SITE LOCATION AND WETLANDS**

**EDEN VALLEY LANDFILL AND TRANSFER STATION  
 SWEETWATER COUNTY, WYOMING**



**NOTE:**  
 SITE LEGAL DESCRIPTION -  
 TOWNSHIP 25 NORTH,  
 RANGE 106 WEST,  
 SECTION 34

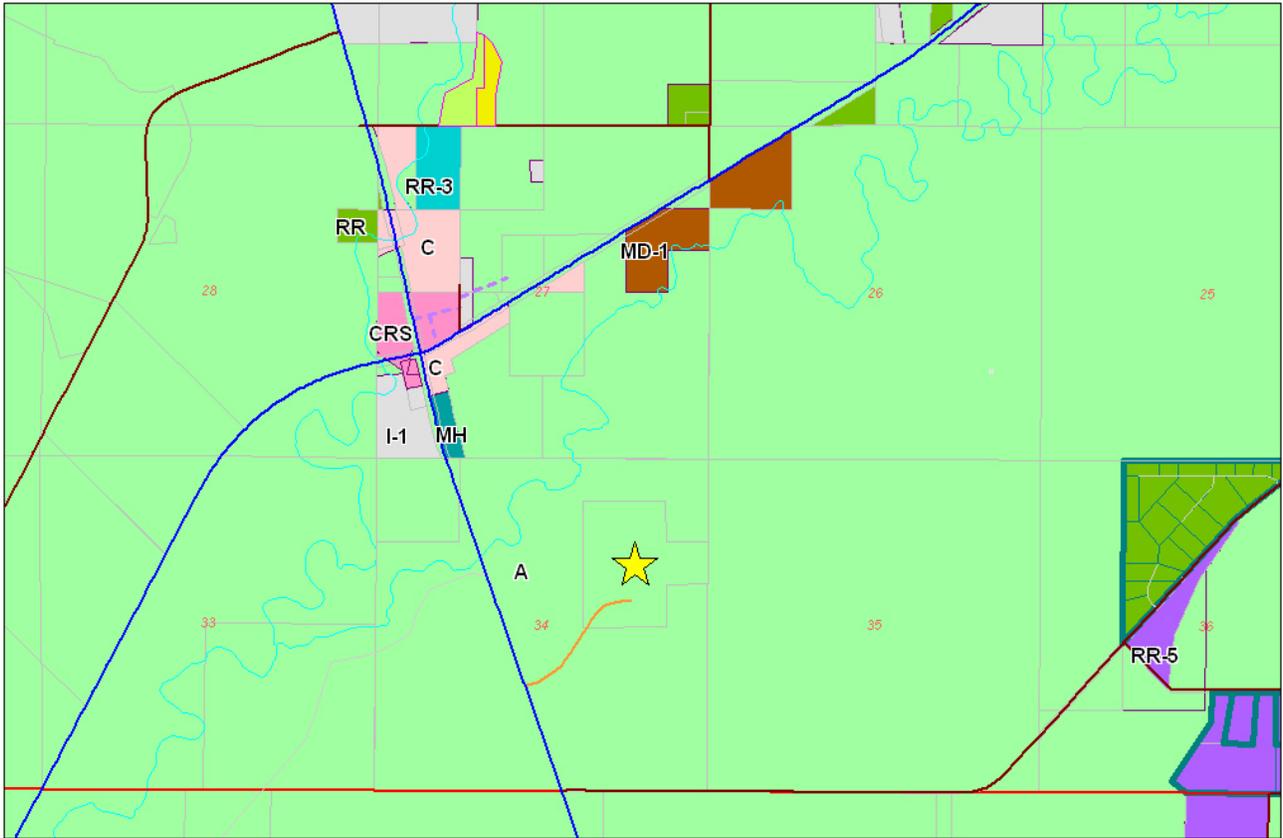


0 2,000'

**QUADRANGLE LOCATION**

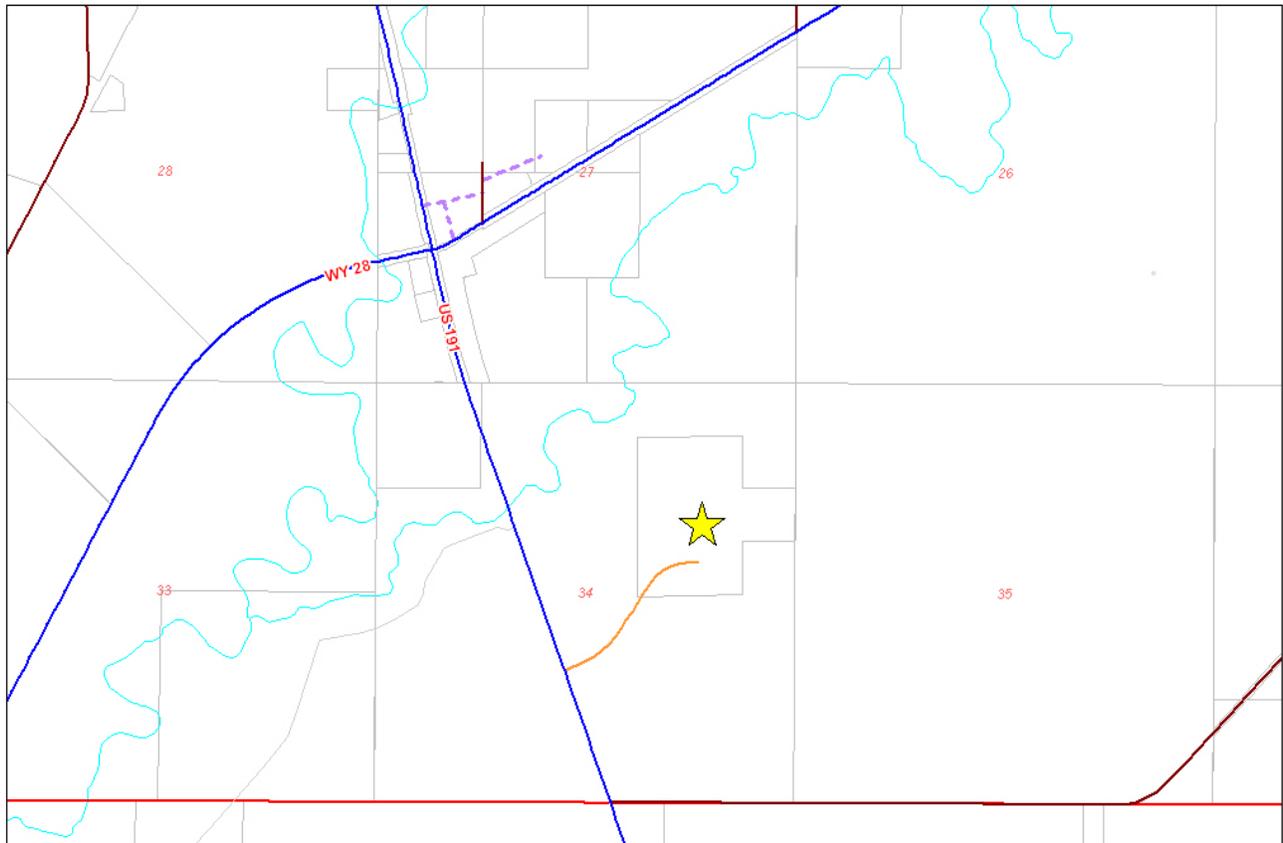
**Trihydro**  
 CORPORATION  
 1252 Commerce Drive  
 Laramie, Wyoming 82070  
 www.trihydro.com  
 (P) 307/745.7474 (F) 307/745.7729

Drawn By: REP Checked By: KS Scale: 1" = 2,000' Date: 07/25/2012 File: 798-USGS-SITELOC201107



**Eden Valley Solid Waste Disposal District  
Conditional Use Permit**

**Exhibit B  
Zoning Map**



**Eden Valley Solid Waste Disposal District  
Conditional Use Permit**

**Exhibit C  
Vicinity Map**