

**NOTICE - SWEETWATER COUNTY  
BOARD OF COUNTY COMMISSIONERS  
WILL MEET IN REGULAR SESSION  
Tuesday, April 17, 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: 4-3-12  
          F .        PUBLIC HEARING  
                  1 .        Budget Amendment- RS, GR, SWC, Combined  
                                  Communications Dispatch  
          G .        ACCEPTANCE OF BILLS  
                  1 .        Approval of County Vouchers/Warrants  
                  2 .        Approval of Monthly Reports  
                  3 .        Approval of Abates/Rebates

**COMMISSIONER COMMENTS/REPORTS**

**9:00**

**COUNTY RESIDENT CONCERNS**

**9:30**

**ACTION/PRESENTATION ITEMS**

- 9:45**    A .        Informative Information Relative to Ambulance  
                                  Service  
  
**10:05**    B .        Approval to Pay Vouchers for the Upper Green  
                                  River Joint Powers Water Board  
  
**10:10**    C .        A Resolution to Transfer the Accumulated Funds in

the 911 Emergency Tax Fund to the SWCO, RS, GR  
Combined Communications Joint Powers Board

- 10:15** D . Request Letter of Support for the "Blind Educational  
and Transitional Housing" Project
- 10:30** E . Skywest Agreement
- 10:50** F . Boys & Girls Club of SWCO Proclamation Recognizing  
Boys & Girls Club Week- April 15th-21st
- 11:00** G . Tent Structure Lease

**OTHER**

**11:30**

**EXECUTIVE SESSION(S) AS NEEDED**

**ADJOURN**

April 3, 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 Kolb moved to approve the agenda. Commissioner Van Matre seconded the motion.* With no discussion, the motion was approved unanimously.

**Approval of Minutes: 3-20-12**

Commissioner Johnson requested the following amendments to the minutes dated 3-20-12: under **Commissioner Comments: Chairman Johnson** to change “city to county” and under **Update on Wind Development Project on White Mountain** to have it read “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”. Chairman Johnson entertained a motion to approve the minutes as amended. *Commissioner Bailiff so moved. Commissioner West seconded the motion.* With no discussion, the motion was approved unanimously.

**Acceptance of Bills**

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

*Commissioner West moved to approve the acceptance of the bills which includes the county vouchers/warrants, bonds and abates/rebates. Commissioner Kolb seconded the motion.* With no discussion, the motion was approved unanimously.

WARR#	NAME	DEPT	TOTAL
	Salaries (Net)		952,524.24
47800	Amazon	Shrf, Shrf Dtn Mnt, Clk, Vet Services	589.40
1	Bank Of The West	Gen Accts	774.23
2	Bank Of The West	Shrf, Road & Bridg	300,497.41
3	Centurylink	Commiss, Clk, Treas, Assess, Shrf, Juv Prob, Grants Proj, GR Fcl Mt CH, RS Off Bld A, Enhd 911, Flt Veh Main, Fire Marshal, Coroner	643.41
4	Centurylink	Co Atrny, GR Cir Court, IT Dept, Clk Dist Crt, Road & Bridg, Elect, Comm Dev&Eng, Human Resour, Purchasing, Grants Admin, Vet Services, Comm Nur-Hom	1,044.94
5	Centurylink	Shrf Emg Mgt	259.95
6	Centurylink	Elect	26.70
7	Centurylink	Shrf	70.95
8	Hasler	Gen Co Admin	240.00
9	Marlin Leasing	Gen Co Admin	4,402.36
47810	National Business Systems	Assess	6,500.00
1	Payment Remittance Center	Coroner	270.21
2	Payment Remittance Center	Comm Dev&Eng	20.25
3	Payment Remittance Center	Clk Dist Crt, GR Fcl Mt CH Comm Dev&Eng, IT Dept, Vet Services,	117.53
4	Payment Remittance Center	GR Fcl Mt CH	2,352.54
5	Payment Remittance Center	Vet Services	927.20
6	Questar Gas	RS Rd & Brdg, RS Veh Maint, Shrf Dtn Mnt, RS Mnt/C Pur, Facil 731C C, RS Off Bld A, JV 731 Bld D, Thmpsn Bld b, Thmpsn Bld A	12,413.51
7	Rocky Mtn Power	GR Fcl Mt CH, RS Veh Maint, Thmpsn Bld A, JV 731 Bld D, Att Bld 731C, RS Off Bld A	4,993.49
8	Verizon Wireless	Shrf, Shrf Emg Mgt, Fire Marshal, Vet Services, IT Dept, Commiss, Elect, Co Atrny	1,049.36
47819	Walmart Community/Gecrb-P	GR Fcl Mt CH, Road & Bridg, Shrf Dtn Mnt	151.79
47881	Affiliated Benefits	Intr Gv Pool	1,322.00
2	Aflac	Gen Accts	1,336.36
3	Axa Equitable	Gen Accts	300.00
4	Bank Of The West	Gen Accts	325,259.68
5	Colonial Life & Accident	Gen Accts	210.15
6	Diversified Insurance Ben	Human Svcs, Employee Ben, Intr Gv Pool	39,782.64
7	Family Financial Educate	Gen Accts	361.00
8	Great-West Life & Annuity	Gen Accts	12,774.33
9	Sweetwater County Insurance	Human Svcs, Employee Ben,	

		Intr Gv Pool	239,555.09
47890	Sweetwater County Insurance	Human Svcs, Employee Ben, Intr Gv Pool	27,633.50
1	Sweetwater County Section	Gen Accts	8,525.00
2	Sweetwater Federal	Gen Accts	6,755.00
3	Valic	Gen Accts	6,822.00
4	Waddell & Reed Inc	Gen Accts	7,596.66
5	Wyoming Retirement System	Gen Accts	186,239.70
6	Wyoming Retirement System	Shrf, Co Atrny	1,734.16
7	Wyoming Worker's Compensation	Gen Accts, Clk	19,107.04
8	058-Ncpers Group Life Ins	Gen Accts	1,872.00
9	Blue Cross Blue Shield Of WY	Intr Gv Pool	44,472.44
47900	Centurylink	Commiss, Co Atrny, Grants Proj, GR Cir Court, Clk Dist Crt, GR Fcl Mt CH, Flt Veh Main, Elect, Purchasing, Grants Admin, RS Off Bld A, Comm Nur-Hom	1,433.45
1	Centurylink	Clk, Treas, Assess, Shrf, Juv Prob, IT Dept, Coop Ext/4H, Road & Bridg, Comm Dev&Eng, Human Resour, Enhnd 911, Shrf Emg Mgt, Fire Marshal	8,482.86
2	Centurylink	Commiss, Clk, Treas, Assess, Shrf, Co Atrny, Juv Prob, Grants Proj, GR Cir Court, IT Dept, Clk Dist Crt, GR Fcl Mt CH, Road & Bridg Elect, Comm Dev&Eng, Grants Admin,	451.61
3	Centurylink	Shrf Emg Mgt, Vet Services, Human Resour, Purchasing, Comm Nur-Hom	338.76
4	Rocky Mtn Power	GR Rd & Brdg, GR JV Maint, GR Cir Court, GR Fcl Mt CH, GR Wrhs Main	8,172.47
5	Satcom Global Fze	Coroner	116.85
6	Sweetwater Television Co	Fire Marshal	44.95
7	Verizon Wireless	Shrf Emg Mgt	244.27
8	Walmart Community/Gecrb-S	Shrf Dtn Mnt	134.47
9	Wells Fargo Bank	Shrf, Shrf Dtn Mnt	387.63
47910	Wells Fargo Bank	Shrf	3,532.46
1	Accreditation Audit & Risk	Shrf Dtn Mnt	530.00
2	Ace Hardware**Do Not Use*	Road & Bridg	19.31
3	Ace Hardware #11263-C	Road & Bridg	29.98
4	Alcohol & Drug Testing Se	Shrf, Shrf Dtn Mnt	819.00
5	Allen, Cheryl	Vet Services	139.86
6	Alpha Petroleum Service Inc	Road & Bridg	122.20
7	Animal Euthanasia Technic	Animal Cntrl	100.00
8	Auto Parts Unlimited	Road & Bridg	225.77
9	Autospa Inc	GR Fcl Mt CH	13.33
47920	Ayres Pole & Post Inc	Road & Bridg	131.40
1	Battery Systems	Flt Veh Main	128.76
2	Bloedorn Lumber	GR Fcl Mt CH	157.35
3	Bookcliff Sales Inc.	Road & Bridg	242.36
4	Canon Financial Services	Coop Ext/4H	340.19
5	Casper C'mon Inn	Coop Ext/4H	154.00
6	Casper Star Tribune	Commiss	429.00
7	Castillon D.D.S., A. Bryce	Shrf Dtn Mnt	2,579.00
8	City Auto Sales	Road & Bridg	48.45
9	City Auto Sales	GR Fcl Mt CH, Road & Bridg	627.13
47930	City Of Rock Springs	Animal Cntrl	1,769.40
1	Climb Wyoming	Grants Proj	8,113.97
2	Copier & Supply Co Inc	Shrf Dtn Mnt, Road & Bridg	1,235.00
3	Dan's Tire Service	Road & Bridg	12,225.00
4	Dell Marketing L P	IT Dept	40,682.29
5	Dex Media West Inc	Vet Services	20.82
6	Diversified Insurance Ben	Intr Gv Pool	1,500.00
7	DXP Enterprises Inc	GR Fcl Mt CH	282.26
8	Eaton Investments Inc	Road & Bridg	966.90
9	Election Center	Elect	250.00
47940	Electrical Connections, Inc	Grants Proj, GR Fcl Mt CH	18,862.61
1	F B McFadden Wholesale Co	Shrf Dtn Mnt	4,694.40
2	Fire Engineering Company	Shrf Dtn Mnt	2,654.00
3	First Choice	Road & Bridg	1,054.02
4	Fleetpride	Road & Bridg	34.98
5	Fremont Motor Rock Spring	Road & Bridg	561.80
6	Fsh Communications, LLC	Shrf Dtn Mnt	70.00
7	G & K Services	Road & Bridg	458.20
8	Haskell, Larry R.	Shrf	9.24
9	Homax Oil Sales, Inc.	Road & Bridg	22,950.31
47950	Hose & Rubber Supply	Road & Bridg	3.58
1	IBC Wonder / Hostess	Shrf Dtn Mnt	578.51
2	Industrial Hoist And Crane	Road & Bridg	866.38
3	Intoximeters	Shrf	131.95
4	ISC Inc	IT Dept	56.00

5	Ja Sexauer	Shrf Dtn Mnt	79.70
6	Jme Fire Protection	Road & Bridg	1,126.74
7	K-Motive & Sports	Shrf	70.45
8	Kone Inc	GR Fcl Mt CH	3,840.06
9	Kroger - Smith's Customer	Coop Ext/4H	48.02
47960	Little America - Cheyenne	Commiss	138.24
1	Loveless, Janet	Clk Dist Crt	815.75
2	Lujan, Catalina F	Clk Dist Crt	37.50
3	Lyle Signs Inc.	Road & Bridg	1,915.87
4	Major League Screen Print	Assess	383.45
5	Marchal, Krisena	Grants Admin	49.95
6	Mathey Law Office - Assig	Clk Dist Crt	410.00
7	Mathey Law Office - Assig	Clk Dist Crt	1,900.00
8	Mathey Law Office - Assig	Clk Dist Crt	3,800.00
9	Mathey Law Office - Assig	Clk Dist Crt	1,030.00
47970	McGarvey, Pamela	Coop Ext/4H	281.74
1	McKee Foods Corporation	Shrf Dtn Mnt	364.64
2	Meadow Gold Dairy	Shrf Dtn Mnt	1,221.56
3	Memorial Hospital Of SW Co	Title 25, Shrf	19,345.00
4	Mountain States Supply Co	GR Fcl Mt CH	266.84
5	Mountainland Bus Sys.INC	Shrf	376.22
6	Net Transcripts Inc	Co Atrny	439.40
7	Nicholas & Company	Shrf Dtn Mnt	1,739.14
8	Nutech Specialities Inc	Road & Bridg	60.00
9	Office Outlet	Vet Services	370.33
47980	Pacific Steel & Recycling	Road & Bridg	115.75
1	Professional Systems Tech	Shrf Dtn Mnt	555.48
2	Quill Corporation	Purchasing, GR Fcl Mt CH, Treas, Shrf, Animal Cntrl, Clk Dist Crt, Coop Ext/4H, Land Use, Flt Veh Main, Assess, Shrf Dtn Mnt	742.40
3	Real Kleen Inc	Shrf Dtn Mnt	387.25
4	Regional Supply Inc	GR Fcl Mt CH	169.28
5	Rock Springs National Bank	Treas	60.00
6	Rock Springs Winnelson Co	Shrf Dtn Mnt	1,309.61
7	Ron's Ace Rentals	GR Fcl Mt CH	86.00
8	Ryno Designs	Assess	60.00
9	Safariland LLC	Shrf	265.78
47990	Safety-Kleen Systems Inc.	Road & Bridg	217.11
1	Secretary Of State	Co Atrny	90.00
2	Sherman, Stacey	Vet Services	221.60
3	Skaggs Companies	Shrf	1,097.70
4	Snap On Tools	Road & Bridg	106.75
5	Southwest Wyo Resource Re	Gen Co Admin	200.00
6	Stacey, Marianne	Assess	80.00
7	Sterling Communications	Road & Bridg	164.48
8	Stoptech Ltd	Shrf	207.75
9	Sunlite Service	Flt Veh Main	75.00
48000	Sw-Wrap	Grants Proj	2,765.85
1	Sweetwater Co Circuit Court	Co Atrny	40.00
2	Sweetwater Co Events Comp	Grants Proj, UNKNOWN DEPT	197,473.71
3	Sweetwater Co Events Comp	Grants Proj	257,633.66
4	Sweetwater Medical Group	Co Atrny	416.65
5	Sweetwater Transit Authority	Grants Proj	80.00
6	Sweetwater Trophies	Clk Dist Crt, GR Fcl Mt CH	59.92
7	Swisher Hygiene Franchise	Shrf Dtn Mnt	616.37
8	The Radar Shop Inc	Shrf	141.25
9	The Tire Den Inc	Road & Bridg	188.75
48010	Thos Y Pickett & Company	Assess	7,700.00
1	Total Tech	IT Dept	3,844.50
2	Tubbs MD LLC, Kennon C	Shrf Dtn Mnt	4,000.00
3	U S Foodservice Inc	Shrf Dtn Mnt	1,889.57
4	United Site Services Of N	Wamsuttr R&B, Road & Bridg	371.00
5	VLCM	IT Dept	47,816.58
6	Wacers	Comm Dev&Eng	50.00
7	Waxie Sanitary Supply	GR Fcl Mt CH	605.43
8	WCTA	Treas	100.00
9	Western Wyoming Community	Grants Proj	840.00
48020	Wilkerson IV, MD, PC, James	Coroner	1,090.00
1	Wyoming Behavioral Institute	Title 25	1,370.00
2	Wyoming Coroner's Association	Coroner	75.00
3	Wyoming Dept Of Transportation	Shrf	65.16
4	Wyoming Machinery Company	Road & Bridg, Risk Mngmt	3,438.92
5	Wyoming.COM LLC	Road & Bridg	19.95
6	Young At Heart Senior Cit	Senior Cntrs, Grants Proj	19,997.69
7	Youth Home Inc	Human Svcs	16,750.00
8	YWCA Of Sweetwater County	Human Svcs, Grants Proj	33,549.37
48029	Zumbrennen's American Car	Road & Bridg	5,225.27
		GRAND TOTAL	3,026,273.85

The following unlisted warrants are payroll warrants: 47799, 47820-47880

The following bonds were placed on file:

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

TAXPAYER	TAX AMOUNT
BP AMERICA PROD CO	-163.84
BP AMERICA PROD CO	-106.36
BP AMERICA PROD CO	-106.36
BP AMERICA PROD CO	-106.36
BP AMERICA PROD CO	-2,633.84

**Public Hearing**

**Budget Amendment- Sweetwater Medics**

Account Manager Bonnie Phillips explained that she has received financial records and tax returns from Sweetwater Medics. However, Ms. Phillips explained that she has requested and is waiting for the 911 revenue report. Sweetwater Medics Managing Member Steven Kourbelas and Director Ron Gatti explained that, due to their billing software, they have to manually extract the information and will provide it to Ms. Phillips as soon as possible. Following a lengthy discussion relative to subsidizing a private company, the need for an ambulance service and the request for further information, Chairman Johnson opened the public hearing. Rock Springs resident and owner of El Rancho Towing Clay Devine and Rock Springs resident Cheryl Notman expressed their opinions relative to subsidizing Sweetwater Medics. Hearing no further comments, the hearing was closed. **Commissioner Bailiff moved to do the budget amendment.** Chairman Johnson restated the motion to approve Resolution 12-04-CL-01. **Commissioner West seconded the motion.** Following further discussion relative to the budget amount possibly being amended based upon receiving the 911 revenue, the motion was approved with Commissioner Kolb voting nay.

**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.

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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## Commissioner Comments/Reports

### Commissioner Kolb

Commissioner Kolb reported that he attended the closing for the purchase of 333 Broadway, Rock Springs, Wyoming. Commissioner Kolb further reported that he attended meetings for the Communities Protecting the Green and Planning & Zoning. He spoke that he met with resident Joe Decora regarding wind development. Commissioner Kolb expressed his appreciation to Chairman Johnson for his work regarding land issues.

### Commissioner Van Matre

Commissioner Van Matre reported that he attended the museum board meeting and noted that training is completed for the new Civic Plus software. Commissioner Van Matre spoke that he met with SW Wrap Director Cathie Hughes, Sheriff Haskell and Jamestown Rio Vista Board Member Dave Shillcox. Commissioner Van Matre explained that VSO Director Denise Boudreault has completed her preliminary budget. He reported that he attended the closing for the purchase of 333 Broadway, Rock Springs, Wyoming and explained that Grants Manager Krisena Marchal is researching possible grant funding for the renovation of the newly acquired building. Lastly, Commissioner Van Matre reported that he attended the Jonah Gas tour on Friday, March 30, 2012.

### Chairman Johnson

Chairman Johnson reported that he attended the Jonah Gas tour on Friday, March 30, 2012. Chairman Johnson spoke that he continues to work with the Rock Springs RMP and expressed that the roads belong to Sweetwater County and that the BLM is the administrator. Chairman Johnson explained that he received a call from a citizen from the Farson area relative to roads and the possibility of adding to the 6<sup>th</sup> cent projects.

### Commissioner West

Commissioner West expressed his appreciation to Chairman Johnson for his work on public land issues. Commissioner West reported that he met with Clearview Acres Board President Lee Splett. Commissioner West reported that he attended a joint meeting between Memorial Hospital of Sweetwater County, Human Resources Director Garry McLean and Diversified Insurance Consultants for the county regarding on-going negotiations. He explained that, when the Board of Health separated from the state, they lost funding and were looking at the Department of Health to assist with contracting services. He noted, however, that, due to budget cuts at the state level; there is no guarantee that the board will receive money. Commissioner West further explained that the state previously provided free immunizations for children but that funding has been cut. Commissioner West reported that he attended the following meetings: Finance and Audit Committee for Memorial Hospital, Southwest Counseling Service and the Western Wyoming Community College Workforce Training Facility Grant Application Review with the State Managers from the Wyoming Business Council.

### Commissioner Bailiff

Commissioner Bailiff reported that he attended the closing for the purchase of 333 Broadway, Rock Springs, Wyoming. Commissioner Bailiff spoke that he visited with Fire Warden Dennis Washam and discussed E-911 calls with Emergency Management Coordinator Dave Johnson. Commissioner Bailiff explained that he received resident concerns relative to the roads north of Yellowstone Road. Commissioner Bailiff reported that he attended the Parks and Recreation Board meeting and met with DSP Coordinator Kimmie Felderman.

Chairman Johnson explained that he has been invited to a meeting with Governor Mead on April 11, 2012 to discuss public land issues and, more importantly, the transfer of land from the Bureau of Reclamation to either Fish and Wildlife Seedskadee or the BLM.

## County Resident Concerns

Chairman Johnson opened county resident concerns. County Clerk Dale Davis noted that members of the State Fair requested to have a Sweetwater County flag for their 100<sup>th</sup> annual state fair. The commission agreed to have Mr. Davis form a committee and to submit requests for the design. County Treasurer Robb Slaughter explained that Chief Lowell requested the transfer of the remaining E911 funds to the Rock Springs, Green River, Sweetwater County Combined Communications Joint Powers Board. Following discussion, Chairman Johnson entertained a motion to transfer the 911 funds to the Combined Communications Joint Powers Board as requested. *Commissioner Kolb so moved. Commissioner Bailiff seconded the motion. Following a brief discussion, Commissioner Kolb withdrew his motion and Commissioner Bailiff withdrew his second to allow for a Resolution to be presented during the next board meeting on April 17, 2012.* Hearing no further comments, the hearing was closed.

## Break

Chairman Johnson called for a five minute break.

## Action/Presentation Items

### Commissioners Support Letter for FMC Granger Optimization Project

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

### Request the Approval of the FY 2012 Hazardous Materials Emergency Planning Grant Agreement

Grants Manager Krisena Marchal and Emergency Management Coordinator Dave Johnson presented and requested a motion to approve, and have the Chairman sign, the FY 2012 Hazardous Materials Emergency Planning Grant Agreement. Following discussion, Chairman Johnson entertained a motion to approve and authorize the Chairman to sign the FY 2012 Hazardous Materials Emergency Grant Agreement. *Commissioner Bailiff so moved. Commissioner Van Matre seconded the motion.* With no discussion, the motion was approved unanimously.

**Request the Approval of Resolution 12-4-GR-01**

Grants Manager Krisena Marchal and Juvenile Probation Director Michael Wilder presented and requested a motion to approve Resolution 12-04-GR-01 for the FY 2011 Juvenile Accountability Block Grant Application. Following discussion, Chairman Johnson entertained a motion to approve Resolution 12-04-GR-01 for the FY 2011 Juvenile Accountability Block Grant Application. *Commissioner West so moved. Commissioner Kolb seconded the motion.* With no discussion, the motion was approved unanimously.

**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

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

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

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

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Don Van Matre, Member

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

ATTEST:

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

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**Purchase of GPS Electronic Monitoring Equipment**

Juvenile Probation Director Michael Wilder requested authorization to purchase two GPS units that will increase the ability to monitor the location of a person on probation 24 hours a day. Mr. Wilder also requested authorization to purchase a twelve month Network Plan and noted that the GPS units and network plan have already been approved under the SFY 122 & 12 CJSB Grant. He explained that approval of grant funding to sustain the Program through FY 14 is pending and likely to receive a positive outcome. Following discussion, Chairman Johnson entertained a motion to authorize the Chairman to sign and the county to enter into the BI Incorporated Purchase Agreement as presented. **Commissioner West so moved. Commissioner Van Matre seconded the motion.** With no discussion, the motion was approved unanimously.

**Request Direction Regarding Grant/Employee Status for FY 2013 Budget**

Sweetwater County DSP Program Coordinator Kimmie Felderman requested direction from the commission relative to obtaining grant funding for the coordinator position or placing the position directly under the county and to obtain employee status. Following discussion, Chairman Johnson deferred the decision to Ms. Felderman as to move forward with the grant application or the budgeting process.

**Family Justice Center MOU**

Deputy County Attorney John Prokos presented and requested approval of the Memorandum of Understanding, "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." Following discussion, Chairman Johnson entertained a motion to approve the agreement as presented by Mr. Prokos. **Commissioner Kolb so moved. Commissioner West seconded the motion.** With no discussion, the motion was approved unanimously.

**YWCA Sexual Assault Awareness Month Proclamation**

YWCA Board of Director Member Karen Marty, YWCA Support and Safe House Director Mary Ann Clark, and Advocate Emily Gomez were present to request support for the YWCA Sexual Assault Awareness Month Proclamation and request permission to display the banner in front of the courthouse. Chairman Johnson entertained a motion to approve the Proclamation as presented. **Commissioner Kolb made the motion to approve the proclamation. Commissioner Van Matre seconded the motion.** Chairman Johnson restated the motion to approve the proclamation and authorize the placing of the banner in front of the courthouse. With no discussion, the motion was approved unanimously.

**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.

Dated this 3<sup>rd</sup> day of April, 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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**Proclamation in support of Month of the Military Child**

Chairman Johnson expressed his appreciation to the military members for their service. University of Wyoming Extension Program Coordinator Faith Kroschel requested support for the Month of the Military Child Proclamation. Staff Sergeant Johnson, Sergeant Kennah, Sergeant Iturrio and Family Readiness Group member Jami Kennah were present. Chairman Johnson entertained a motion to approve the Month of the Military Child Proclamation. *Commissioner Bailiff so moved. Commissioner West seconded the motion.* With no discussion, the motion was approved unanimously.

**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.

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

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

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

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

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John K. Kolb, Member

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

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

ATTEST:

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

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**Lunch**

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

**Planning & Zoning- Public Hearing**

**BP America/Rocky Mountain Pipeline System, LLC Zoning Map Amendment from I-1 to MD-1**

Planner Steve Horton provided the Planning & Zoning report and presented Resolution 12-04-ZO-01, BP America Production Company and Rocky Mountain Pipeline System, LLC Zoning Map Amendment I-1 to MD-1. BP America Attorney Margo Sabec, Plains Pipeline District Manager Eric Heap, BP America Surface Negotiator Randy Phipps, Plains Pipeline Operations Drew Engstrom and DR Griffin Engineer

Mike Lock were present. Following discussion, Chairman Johnson opened the public hearing. Hearing no comments, the public hearing was closed. **Commissioner West moved to approve Resolution 12-04-ZO-01. Commissioner Kolb seconded the motion.** With no discussion, the motion was approved unanimously.

**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.

THE BOARD OF COUNTY COMMISSIONERS  
OF SWEETWATER COUNTY, WYOMING

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

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Gary Bailiff, Member

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

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Don Van Matre, Member

ATTEST:

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Steven Dale Davis, County Clerk

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Reid O. West, Member

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**Samson Resources- Conditional Use Permit-Gravel Quarry**

Planner John Barton provided the Planning & Zoning report and presented Resolution 12-04-ZO-02, Samson Resources Company conditional use permit - gravel quarry. Samson Resources District Surface Landman Vanessa Cameron was present. Following discussion, Chairman Johnson opened the public

hearing. Hearing no comments, the public hearing was closed. *Commissioner Kolb moved to approve Resolution 12-04-ZO-02. Commissioner seconded the motion.* With no discussion, the motion was approved unanimously.

**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.

THE BOARD OF COUNTY COMMISSIONERS  
OF SWEETWATER COUNTY, WYOMING

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

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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

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Reid O. West, Member

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**Eden Valley Solid Waste Disposal District Conditional Use Permit - Transfer Station**

Planner Steve Horton provided the Planning & Zoning report and presented Resolution 12-04-ZO-03, Eden Valley Solid Waste Disposal District conditional use permit - transfer station. Trihydro Corporation Engineer Ken Schreuder was present. Following discussion, Chairman Johnson opened the public hearing. Hearing no comments, the public hearing was closed. *Commissioner Kolb made the motion that we recommend to approve 12-04-ZO-03.* Chairman Johnson restated the motion to approve Resolution 12-04-ZO-03. *Commissioner West seconded the motion.* With no discussion, the motion was approved unanimously.

**RESOLUTION 12-04-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 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.

THE BOARD OF COUNTY COMMISSIONERS  
OF SWEETWATER COUNTY, WYOMING

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Wally J. Johnson, Chairman

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Gary Bailiff, Member

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John K. Kolb, Member

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Don Van Matre, Member

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Reid O. West, Member

ATTEST:

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

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**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

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Gary Bailiff, Member

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John K. Kolb, Member

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Don Van Matre, Member

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Reid O. West, Member

ATTEST:

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

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**RESOLUTION 12-04-CL-02**  
**SWEETWATER COUNTY**  
**BUDGET AMENDMENT**

DUE to the request for the transfer of funds to the Rock Springs, Green River, Sweetwater County Combined Communication Joint Powers Board for budget appropriation for remaining 2012 Fiscal Year,

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:

Combined Communication Dispatch	\$98,015
Sheriff - Dispatch Operating Budget	\$ 1,146

Expenditures Decrease:

Sheriff - Dispatch Salary and Benefits	\$82,025
Budget Amendments	\$17,136

Dated at Green River, Wyoming this 17th of April 2012.

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

\_\_\_\_\_  
Wally J. Johnson, Chair

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Gary Bailiff, Member

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

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

ATTEST:

\_\_\_\_\_  
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 \$99,161 due to needed funding for the Rock Springs, Green River, Sweetwater County Combined Communication Dispatch.

Said hearing will be held at the Sweetwater County Commissioners' meeting room in the County Courthouse in Green River, Wyoming on the 17th 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 11<sup>th</sup> day of April, 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 April 12, 2012.

**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 #029  
DATE: MARCH 20, 2012

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

**FOR:**  
Budget Appropriation for Remaining 2012 Fiscal Year

DESCRIPTION	AMOUNT
Personnel	\$86,000.00
Operations & Maintenance	\$12,014.25
TOTAL	\$98,014.25

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

**Thank you for your business!**

**DETAIL FOR BUDGET AMENDMENT**

<b>Requested share of expenses through June 30, 2012</b>	<b>\$ 98,015</b>
<b>Estimated SWCO Expenses for April 2012(Salary and Benefits)</b>	<b>\$ 39,000</b>
<b>Estimated SWCO Expenses through May 7, 2012 (Salary and Benefits)</b>	<b>\$ 14,622</b>
<b>Payoff of Accruals for SWCO Employees</b>	<b><u>\$ 37,548</u></b>
<b>Total</b>	<b>\$189,185</b>
<b>Remaining Budget as of March 31, 2012</b>	<b><u>(\$172,050)</u></b>
<b>Budget Shortfall</b>	<b>\$ 17,135</b>

	DATE	AMOUNT
EAL	4/3/2012	3,419.04
EAL	4/6/2012	20,151.15
EAL	4/13/2012	39,132.40
EAL	4/17/2012	522,987.70
EAL		

	Payroll Net	Payroll Checks
TOTAL AMOUNT		\$585,690.29

Vouchers in the above amount are hereby approved and ordered paid this date of 04/17/2012

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Wally J. Johnson, Chair

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Gary Bailiff, Member

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

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

Attest:

\_\_\_\_\_  
County Clerk

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

**Authorization for Monthly Reports**

4-17-12

1. **County Clerk**
2. **Clerk of District Court**
3. **County Treasurer**
4. **County Sheriff**

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

# MONTHLY STATEMENT

Statement of the Earnings of Collections of STEVEN DALE DAVIS COUNTY CLERK within and for the County of Sweetwater, State of Wyoming, for the month ending March 2012 and reported to the Board of County Commissioners of said County.

COUNTY CLERK		
Recording Fees	11,451.00	
Marriage Licenses	650.00	
Chattel Mortgages	7,627.50	
Motor Certificates of Title	( 1838 /TITLES) 16,542.00	14,704.00
Sale of County Property	-	
Miscellaneous Receipts	4,463.25	
<b>Total Receipts</b>		40,733.75
		(1,838.00)
		38,895.75

STATE OF WYOMING )  
 ) ss.  
 COUNTY OF SWEETWATER )

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



Witness my hand and seal this 02 day of April 2012

/s/ Steven Dale Davis COUNTY CLERK  
Rose Claxton DEPUTY

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

\_\_\_\_\_  
 Chairman

\_\_\_\_\_  
 Commissioner

\_\_\_\_\_  
 Commissioner

**Monthly Statement**

Statement of the earnings or collections of **Donna Lee Bobak** as Clerk of **District Court** within and for the county of Sweetwater, state of Wyoming, for the month ending:

**March, 2012**

Reported to the Board of County Commissioners of said County.

CIVIL FEES .....\$ 8929.72  
Code: DC

BOND FORFIETED .....\$  
Code: FO

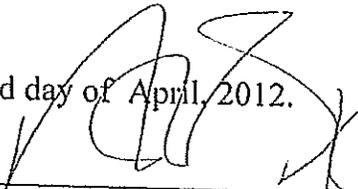
CRIMINAL FINES .....\$ 91.80  
Code: CF

TOTAL EARNINGS .....\$ 9021.52  
Clerk of District Court Check #4222

STATE OF WYOMING  
COUNTY OF SWEETWATER

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

Witness, my hand and seal this 2nd day of April, 2012.

  
\_\_\_\_\_  
Donna Lee Bobak, Clerk of District Court

ABSTRACT STATEMENT

OF THE RECEIPTS AND DISBURSEMENTS OF THE COUNTY OF SWEETWATER, IN THE STATE OF WYOMING, FOR THE PERIOD FEBRUARY 29, 2012 TO MARCH 31, 2012  
(PREPARED UNDER THE PROVISIONS OF SECTION 18-3-515, WYOMING STATUTES, 1977)

STATEMENT OF RECEIPTS AND DISBURSEMENTS

AMOUNT ON HAND FEBRUARY 29, 2012	45,529,828.31
RECEIPTS - COUNTY CLERK FEES	1,421.20
RECEIPTS - OVERPAYMENTS	10,399.31
RECEIPTS - VIN INSPECTION FEES	1,525.00
RECEIPTS - REAL PROPERTY TAX CURRENT	42,203.63
RECEIPTS - REAL PROP TAXES DELINQ.	24,182.77
RECEIPTS - CIGARETTE TAX	994.96
RECEIPTS - WATERSHED FEE	1,523.14
RECEIPTS - VSO REIMBURSEMENT	33,466.66
RECEIPTS - PENALTIES/INT DELIQ TAXES	9,583.20
RECEIPTS - CNTY SALES TAX	440,107.55
RECEIPTS - STATE SALES LOCAL 1% OPT	322,339.03
RECEIPTS - WYOMING-5% REIMBURSEMENT	4,000.70
RECEIPTS - SALES TAX PENALTIES	6,829.67
RECEIPTS - DISTRICT COURT FEES	7,741.15
RECEIPTS - SALE OF CO EQUIPMENT	333.00
RECEIPTS - RECORDINGS/CTY CLERK	11,354.00
RECEIPTS - FILING FEES/CTY CLERK	7,712.50
RECEIPTS - AUTO FEES/CTY CLERK	14,672.00
RECEIPTS - MARRIAGE LICENSE/CTY CLER	600.00
RECEIPTS - MISC/CTY CLERK	3,403.00
RECEIPTS - VIN INSPECTION FEES	490.00
RECEIPTS - REFUNDS	195.28
RECEIPTS - COLLECTING PUBLIC MONIES	55.35
RECEIPTS - CP & CR - CTY TREAS	220.00
RECEIPTS - RETURNED CHECK CHARGES	263.00
RECEIPTS - AUTO FUND POSTAGE	1,631.93
RECEIPTS - COUNTY SHARE FEES (auto)	945.00
RECEIPTS - COUNTY SHARE (MOBILE EQP)	186.00
RECEIPTS - TEMPORARY WORK PERMIT	200.00
RECEIPTS - SHERIFF'S FEES	8,231.44
RECEIPTS - RESTITUTION	924.55
RECEIPTS - SPECIAL EVENTS OVERTIME	796.25
RECEIPTS - CONSTRUCTION USE PERMIT	700.00
RECEIPTS - MINERAL PERMIT	150.00
RECEIPTS - ACCESS PERMIT	150.00
RECEIPTS - ADDRESS PERMIT	225.00
RECEIPTS - COUNTY ENGINEER COPIES	250.00
RECEIPTS - COUNTY ENGINEER LICENSE A	225.00
RECEIPTS - COUNTY ENGINEER LICENSE B	75.00
RECEIPTS - CONDITIONAL USE PERMIT	150.00
RECEIPTS - HOME OCCUPATION	75.00
RECEIPTS - CHILD SUPPORT-CLERK DC	5,867.60
RECEIPTS - NOW ACCOUNT	1,837.16
RECEIPTS - INT CAPITAL REPLACEMENT	15,000.00
RECEIPTS - OIL AND GAS	40.00
RECEIPTS - INMATE HOUSING REIMBURSMT	25,105.73
RECEIPTS - REAL PROPERTY TAX CURRENT	3,675.97
RECEIPTS - REAL PROP TAXES DELINQ.	2,324.66
RECEIPTS - PENALTIES/INT DELIQ TAXES	915.71
RECEIPTS - NOW ACCOUNT	.68

ABSTRACT STATEMENT

OF THE RECEIPTS AND DISBURSEMENTS OF THE COUNTY OF SWEETWATER, IN THE STATE OF WYOMING, FOR THE PERIOD FEBRUARY 29, 2012 TO MARCH 31, 2012  
(PREPARED UNDER THE PROVISIONS OF SECTION 18-3-515, WYOMING STATUTES, 1977)

STATEMENT OF RECEIPTS AND DISBURSEMENTS

RECEIPTS - REAL PROPERTY TAX CURRENT	5,813.94
RECEIPTS - REAL PROP TAXES DELINQ.	3,395.58
RECEIPTS - PENALTIES/INT DELIQ TAXES	1,329.17
RECEIPTS - NOW ACCOUNT	1.13
RECEIPTS - REAL PROPERTY TAX CURRENT	610.59
RECEIPTS - REAL PROP TAXES DELINQ.	396.65
RECEIPTS - PENALTIES/INT DELIQ TAXES	151.72
RECEIPTS - NOW ACCOUNT	.11
RECEIPTS - REAL PROPERTY TAX CURRENT	937.81
RECEIPTS - REAL PROP TAXES DELINQ.	638.57
RECEIPTS - PENALTIES/INT DELIQ TAXES	244.73
RECEIPTS - NOW ACCOUNT	.15
RECEIPTS - REAL PROPERTY TAX CURRENT	1,555.40
RECEIPTS - REAL PROP TAXES DELINQ.	855.84
RECEIPTS - PENALTIES/INT DELIQ TAXES	341.83
RECEIPTS - NOW ACCOUNT	.30
RECEIPTS - REAL PROP TAXES DELINQ.	646.37
RECEIPTS - PENALTIES/INT DELIQ TAXES	256.15
RECEIPTS - COUNTY HEALTH RECEIPTS	35.00
RECEIPTS - FOOD/DRINK LICENSE FEES	722.50
RECEIPTS - HIV/AIDS CASE MANAGEMENT	650.00
RECEIPTS - FY 12 TANF GRANT	23,914.60
RECEIPTS - FY 12 MCH GRANT	25,778.88
RECEIPTS - NOW ACCOUNT	50.82
RECEIPTS - NOW ACCOUNT	4.25
RECEIPTS - SC ROAD (SUPPLEMENT)	34,753.34
RECEIPTS - NOW ACCOUNT	465.39
RECEIPTS - ENHANCED 911 SYSTEM	1,175.07
RECEIPTS - NOW ACCOUNT	321.78
RECEIPTS - NOW ACCOUNT	19.02
RECEIPTS - RETIREES HEALTH INSURANCE	12,994.42
RECEIPTS - INSURANCE-FIXED COSTS	2,238.57
RECEIPTS - COBRA INSURANCE	4,733.33
RECEIPTS - INSURANCE-COUNTY	22,891.17
RECEIPTS - NOW ACCOUNT	1,593.56
RECEIPTS - NOW ACCOUNT	7.34
RECEIPTS - INMATE ENTERPRISE FEES	20,118.17
RECEIPTS - NOW ACCOUNT	7.84
RECEIPTS - NOW ACCOUNT	.23
RECEIPTS - NOW ACCOUNT	2.48
RECEIPTS - NOW ACCOUNT	.00
RECEIPTS - NOW ACCOUNT	7.94
RECEIPTS - NOW ACCOUNT	.08
RECEIPTS - INTEREST ON SAVINGS	5,000.00
RECEIPTS - NOW ACCOUNT	139.86
RECEIPTS - REAL PROP TAXES DELINQ.	107.07
RECEIPTS - PENALTIES/INT DELIQ TAXES	58.63
RECEIPTS - REAL PROPERTY TAX CURRENT	2,438.06
RECEIPTS - PENALTIES/INT DELIQ TAXES	45.37
RECEIPTS - NOW ACCOUNT	.77
RECEIPTS - GASOLINE TAX	37,468.71
RECEIPTS - SPECIAL FUEL TAX	56,598.96

ABSTRACT STATEMENT

OF THE RECEIPTS AND DISBURSEMENTS OF THE COUNTY OF SWEETWATER, IN THE STATE OF WYOMING, FOR THE PERIOD FEBRUARY 29, 2012 TO MARCH 31, 2012  
(PREPARED UNDER THE PROVISIONS OF SECTION 18-3-515, WYOMING STATUTES, 1977)

STATEMENT OF RECEIPTS AND DISBURSEMENTS

RECEIPTS - NOW ACCOUNT	165.89
RECEIPTS - NOW ACCOUNT	90.55
RECEIPTS - SLIB 07 CHPTR 23 DISPTACH	185,249.10
RECEIPTS - CHAP 26 COURTHOUSE REMOD	577,783.71
RECEIPTS - SFY 11&12 VICTIM SERV FOR	7,041.92
RECEIPTS - ARRA SEP ENERGY GRANT	28,642.87
RECEIPTS - FY 12 DSP CLIENT FEES	4,425.00
RECEIPTS - 2009 ARRA JAG	16,535.73
RECEIPTS - CH32 EVENTS COMPLEX RODEO	41,285.28
RECEIPTS - SHERIFF WYDOT DUI MEDIA	2,500.00
RECEIPTS - NOW ACCOUNT	1.66
RECEIPTS - NOW ACCOUNT	6.73
RECEIPTS - NOW ACCOUNT	4.08
RECEIPTS - NOW ACCOUNT	1.17
RECEIPTS - NOW ACCOUNT	.04
RECEIPTS - NOW ACCOUNT	19.67
RECEIPTS - NOW ACCOUNT	.62
RECEIPTS - NOW ACCOUNT	.00
RECEIPTS - LODGING TX (TRVL/TOURISM)	55,968.80
RECEIPTS - NOW ACCOUNT	10.97
RECEIPTS - DISTRICT COURT FINES	78.40
RECEIPTS - CIRCUIT COURT FINES	104,371.07
RECEIPTS - OSHA FINES	3,742.00
RECEIPTS - NOW ACCOUNT	27.19
RECEIPTS - POST DELINQUENT TAXES	.06
RECEIPTS - INTEREST POST DELINQ TAX	.13
RECEIPTS - POST DELINQUENT TAXES	389.50
RECEIPTS - INTEREST POST DELINQ TAX	86.89
RECEIPTS - TA- CO WEED & PEST CNTRL	1,702.94
RECEIPTS - TA- CO WEED & PEST CNTRL	736.02
RECEIPTS - TA- CO WEED & PEST CNTRL	31.47
RECEIPTS - TA- CO WEED & PEST CNTRL	250.48
RECEIPTS - TA- CO WEED & PEST CNTRL	.42
RECEIPTS - CURRENT TAXES	19,078.36
RECEIPTS - POST DELINQUENT TAXES	10,919.83
RECEIPTS - INTEREST ON CURRENT TAXES	352.59
RECEIPTS - INTEREST POST DELINQ TAX	3,985.34
RECEIPTS - NOW ACCOUNT	4.95
RECEIPTS - CURRENT TAXES	4,769.70
RECEIPTS - POST DELINQUENT TAXES	2,730.00
RECEIPTS - INTEREST ON CURRENT TAX	88.15
RECEIPTS - INTEREST POST DELINQ TAX	996.35
RECEIPTS - POST DELINQUENT TAXES	.56
RECEIPTS - INTEREST POST DELINQ TAX	1.12
RECEIPTS - NOW ACCOUNT	.11
RECEIPTS - POST DELINQUENT TAXES	.04
RECEIPTS - INTEREST POST DELINQ TAX	.05
RECEIPTS - NOW ACCOUNT	.03
RECEIPTS - NOW ACCOUNT	26.84
RECEIPTS - NOW ACCOUNT	2.08
RECEIPTS - CURRENT TAXES	28,617.59
RECEIPTS - POST DELINQUENT TAXES	16,379.69

ABSTRACT STATEMENT

OF THE RECEIPTS AND DISBURSEMENTS OF THE COUNTY OF SWEETWATER, IN THE STATE OF WYOMING, FOR THE PERIOD FEBRUARY 29, 2012 TO MARCH 31, 2012  
(PREPARED UNDER THE PROVISIONS OF SECTION 18-3-515, WYOMING STATUTES, 1977)

STATEMENT OF RECEIPTS AND DISBURSEMENTS

RECEIPTS - INTEREST ON CURRENT TAXES	528.86
RECEIPTS - INTEREST POST DELINQ TAX	5,977.78
RECEIPTS - NOW ACCOUNT	5.94
RECEIPTS - CURRENT TAXES	22,050.99
RECEIPTS - POST DELINQUENT TAXES	409.43
RECEIPTS - INTEREST ON CURRENT TAXES	365.24
RECEIPTS - INTEREST POST DELINQ TAX	162.53
RECEIPTS - NOW ACCOUNT	4.75
RECEIPTS - CURRENT TAXES	7,100.22
RECEIPTS - INTEREST ON CURRENT TAXES	111.70
RECEIPTS - NOW ACCOUNT	3.06
RECEIPTS - TA- CASTLE ROCK DISTRICT	2,906.36
RECEIPTS - TA- CASTLE ROCK DISTRICT	19.10
RECEIPTS - TA- CASTLE ROCK DISTRICT	46.37
RECEIPTS - TA- CASTLE ROCK DISTRICT	16.63
RECEIPTS - TA- CASTLE ROCK DISTRICT	1.43
RECEIPTS - NOW ACCOUNT	15.36
RECEIPTS - CURRENT TAXES	20.98
RECEIPTS - POST DELINQUENT TAXES	9.12
RECEIPTS - INTEREST ON CURRENT TAXES	.55
RECEIPTS - INTEREST POST DELINQ TAX	3.42
RECEIPTS - NOW ACCOUNT	.01
RECEIPTS - CURRENT TAXES	104.85
RECEIPTS - POST DELINQUENT TAXES	29.90
RECEIPTS - INTEREST ON CURRENT TAXES	2.76
RECEIPTS - INTEREST POST DELINQ TAX	5.88
RECEIPTS - NOW ACCOUNT	.21
RECEIPTS - CURRENT TAXES	150.87
RECEIPTS - INTEREST ON CURRENT TAXES	2.05
RECEIPTS - NOW ACCOUNT	.01
RECEIPTS - CURRENT TAXES	15.12
RECEIPTS - INTEREST ON CURRENT TAXES	.19
RECEIPTS - CURRENT TAXES	3,793.41
RECEIPTS - POST DELINQUENT TAXES	2,715.39
RECEIPTS - INTEREST ON CURRENT TAXES	72.56
RECEIPTS - INTEREST POST DELINQ TAX	981.07
RECEIPTS - CURRENT TAXES	94,831.23
RECEIPTS - POST DELINQUENT TAXES	68,089.77
RECEIPTS - INTEREST ON CURRENT TAXES	1,812.93
RECEIPTS - INTEREST POST DELINQ TAX	24,769.05
RECEIPTS - NOW ACCOUNT	15.18
RECEIPTS - CURRENT TAXES	2,384.05
RECEIPTS - POST DELINQUENT TAXES	1,364.98
RECEIPTS - INTEREST ON CURRENT TAXES	44.13
RECEIPTS - INTEREST POST DELINQ TAX	498.01
RECEIPTS - NOW ACCOUNT	.49
RECEIPTS - CURRENT TAXES	988.92
RECEIPTS - INTEREST ON CURRENT TAXES	1.60
RECEIPTS - CURRENT TAXES	24,361.54
RECEIPTS - POST DELINQUENT TAXES	158.91
RECEIPTS - INTEREST ON CURRENT TAXES	390.05
RECEIPTS - INTEREST POST DELINQ TAX	138.46

ABSTRACT STATEMENT

OF THE RECEIPTS AND DISBURSEMENTS OF THE COUNTY OF SWEETWATER, IN THE STATE OF WYOMING, FOR THE PERIOD FEBRUARY 29, 2012 TO MARCH 31, 2012  
(PREPARED UNDER THE PROVISIONS OF SECTION 18-3-515, WYOMING STATUTES, 1977)

STATEMENT OF RECEIPTS AND DISBURSEMENTS

RECEIPTS - NOW ACCOUNT	10.49
RECEIPTS - CURRENT TAXES	2.83
RECEIPTS - INTEREST ON CURRENT TAXES	.04
RECEIPTS - CURRENT TAXES	1.89
RECEIPTS - INTEREST ON CURRENT TAXES	.02
RECEIPTS - CURRENT TAXES	47.27
RECEIPTS - INTEREST ON CURRENT TAXES	.61
RECEIPTS - NOW ACCOUNT	.01
RECEIPTS - NOW ACCOUNT	1.83
RECEIPTS - CURRENT TAXES	1,817.33
RECEIPTS - POST DELINQUENT TAXES	23.05
RECEIPTS - INTEREST ON CURRENT TAXES	29.09
RECEIPTS - INTEREST POST DELINQ TAX	17.57
RECEIPTS - NOW ACCOUNT	304.62
RECEIPTS - NOW ACCOUNT	.06
RECEIPTS - NOW ACCOUNT	.14
RECEIPTS - CURRENT TAXES	25.27
RECEIPTS - POST DELINQUENT TAXES	2.97
RECEIPTS - INTEREST ON CURRENT TAXES	.34
RECEIPTS - INTEREST POST DELINQ TAX	1.90
RECEIPTS - NOW ACCOUNT	6.08
RECEIPTS - NOW ACCOUNT	.17
RECEIPTS - TRANSPORTABLE HOMES	27.52
RECEIPTS - NOW ACCOUNT	28.55
RECEIPTS - MOBILE MACHINERY & EQUIPM	1,251.22
RECEIPTS - LEASED MOBILE EQUIPMENT	1,900.42
RECEIPTS - NOW ACCOUNT	1,197.69
RECEIPTS - COUNTY AUTO FEES	1,064,330.81
RECEIPTS - NOW ACCOUNT	.13
RECEIPTS - STATE AUTO FEES	183,986.32
RECEIPTS - SALES TAX (AUTO FEE FUND)	645,890.57
RECEIPTS - INTEREST ON SALES TAX	1,855.10
RECEIPTS - REDEMPTION FUND	10,901.16
RECEIPTS - TA- EDEN-FARSON FIRE	86.77
RECEIPTS - TA- EDEN-FARSON FIRE	.62
RECEIPTS - TA- EDEN-FARSON FIRE	1.59
RECEIPTS - TA- EDEN-FARSON FIRE	.31
RECEIPTS - TA- EDEN-FARSON FIRE	45.78
RECEIPTS - TA- JAMESTOWN FIRE	157.03
RECEIPTS - TA- JAMESTOWN FIRE	2.22
RECEIPTS - TA- JAMESTOWN FIRE	1.54
RECEIPTS - TA- JAMESTOWN FIRE	.64
RECEIPTS - TA- JAMESTOWN FIRE	.01
RECEIPTS - TA- JAMESTOWN RIO SEWER	261.82
RECEIPTS - TA- JAMESTOWN RIO SEWER	5.88
RECEIPTS - TA- JAMESTOWN RIO SEWER	4.11
RECEIPTS - TA- JAMESTOWN RIO SEWER	1.70
RECEIPTS - TA- JAMESTOWN RIO SEWER	.03
RECEIPTS - TA- RELIANCE FIRE	41.85
RECEIPTS - TA- RELIANCE FIRE	8.78
RECEIPTS - TA- RELIANCE FIRE	.46
RECEIPTS - TA- RELIANCE FIRE	4.76

ABSTRACT STATEMENT

OF THE RECEIPTS AND DISBURSEMENTS OF THE COUNTY OF SWEETWATER, IN THE STATE OF WYOMING, FOR THE PERIOD FEBRUARY 29, 2012 TO MARCH 31, 2012  
(PREPARED UNDER THE PROVISIONS OF SECTION 18-3-515, WYOMING STATUTES, 1977)

STATEMENT OF RECEIPTS AND DISBURSEMENTS

RECEIPTS - TA- RELIANCE FIRE	2.02
RECEIPTS - TA- TEN MILE WATER/SEWER	799.55
RECEIPTS - TA- TEN MILE WATER/SEWER	36.61
RECEIPTS - TA- TEN MILE WATER/SEWER	.13
RECEIPTS - TA- WHITE MOUNTAIN SEWER	2,965.14
RECEIPTS - TA- WHITE MOUNTAIN SEWER	63.00
RECEIPTS - TA- WHITE MOUNTAIN SEWER	54.88
RECEIPTS - TA- WHITE MOUNTAIN SEWER	29.64
RECEIPTS - TA- WHITE MOUNTAIN SEWER	.58
RECEIPTS - TA- EDEN VALLEY SLD WASTE	139.96
RECEIPTS - TA- EDEN VALLEY SLD WASTE	.52
RECEIPTS - TA- EDEN VALLEY SLD WASTE	2.55
RECEIPTS - TA- EDEN VALLEY SLD WASTE	.27
RECEIPTS - TA- EDEN VALLEY SLD WASTE	.23
RECEIPTS - TA- SOLID WASTE DIST #1	9,134.80
RECEIPTS - TA- SOLID WASTE DIST #1	250.91
RECEIPTS - TA- SOLID WASTE DIST #1	174.76
RECEIPTS - TA- SOLID WASTE DIST #1	77.01
RECEIPTS - TA- SOLID WASTE DIST #1	2.66
RECEIPTS - TA- WEST SIDE SEWER/WATER	2,905.93
RECEIPTS - TA- WEST SIDE SEWER/WATER	67.15
RECEIPTS - TA- WEST SIDE SEWER/WATER	87.08
RECEIPTS - TA- WEST SIDE SEWER/WATER	15.51
RECEIPTS - TA- WEST SIDE SEWER/WATER	3.12
RECEIPTS - TA- ABANDONED VEHICLE	15.01
RECEIPTS - TA- ABANDONED VEHICLE	1,834.00
RECEIPTS - TA- FOUNDATION FUND	57,235.33
RECEIPTS - TA- FOUNDATION FUND	32,759.28
RECEIPTS - TA- FOUNDATION FUND	1,057.76
RECEIPTS - TA- FOUNDATION FUND	11,955.68
RECEIPTS - TA- FOUNDATION FUND	11.88
RECEIPTS - TA- GRAZING DISTRICT #3	.03
RECEIPTS - TA- GRAZING DISTRICT #4	33.79
RECEIPTS - TA- SD 1C BOCES	1.89
RECEIPTS - TA- SD 1C BOCES	.02
RECEIPTS - TA- EDEN VALLEY CEMETERY	23.59
RECEIPTS - TA- EDEN VALLEY CEMETERY	.12
RECEIPTS - TA- EDEN VALLEY CEMETERY	.43
RECEIPTS - TA- EDEN VALLEY CEMETERY	.06
RECEIPTS - TA- EDEN VALLEY CEMETERY	.03
RECEIPTS - TA- AUTO REGISTRATION FEE	71.97
RECEIPTS - TA- SOLID WASTE DIST #2	2,745.51
RECEIPTS - TA- SOLID WASTE DIST #2	2,644.66
RECEIPTS - TA- SOLID WASTE DIST #2	.74
RECEIPTS - TA- SOLID WASTE DIST #2	940.19
RECEIPTS - TA- REDEMPTION (INT CP)	2,585.71
RECEIPTS - TA- FIRE DISTRICT #1	2,769.65
RECEIPTS - TA- FIRE DISTRICT #1	157.05
RECEIPTS - TA- FIRE DISTRICT #1	74.09
RECEIPTS - TA- FIRE DISTRICT #1	41.52
RECEIPTS - TA- FIRE DISTRICT #1	1.33
RECEIPTS - TA- SHERIFF'S EVIDENCE	.45

ABSTRACT STATEMENT

OF THE RECEIPTS AND DISBURSEMENTS OF THE COUNTY OF SWEETWATER, IN THE STATE OF WYOMING, FOR THE PERIOD FEBRUARY 29, 2012 TO MARCH 31, 2012  
(PREPARED UNDER THE PROVISIONS OF SECTION 18-3-515, WYOMING STATUTES, 1977)

STATEMENT OF RECEIPTS AND DISBURSEMENTS

RECEIPTS - TA- REGION V BOCES	953.61	
RECEIPTS - TA- REGION V BOCES	544.94	
RECEIPTS - TA- REGION V BOCES	17.46	
RECEIPTS - TA- REGION V BOCES	197.85	
RECEIPTS - TA- REGION V BOCES	1.93	
RECEIPTS - TA- EDEN VALLEY IMP DIST	.75	
RECEIPTS - TA- WWCC SWEETWTR BOCES	1,073.15	
RECEIPTS - TA- WWCC SWEETWTR BOCES	108.47	
RECEIPTS - TA- WWCC SWEETWTR BOCES	19.63	
RECEIPTS - TA- WWCC SWEETWTR BOCES	21.53	
RECEIPTS - TA- WWCC SWEETWTR BOCES	.32	
RECEIPTS - TA- OVER/UNDER ACCOUNT	.09	
RECEIPTS - TA- OVER/UNDER ACCOUNT	10.01	
RECEIPTS - TA- EDEN VALLEY BOND/INT	107.01	
RECEIPTS - TA- EDEN VALLEY BOND/INT	1.96	
RECEIPTS - TA- EDEN VALLEY BOND/INT	12.19	
RECEIPTS - TA- EDEN VALLEY IMPR CNTR	114.61	
RECEIPTS - TA- CDC SPECIFIC PRP TX11	879,002.63	
RECEIPTS - TA- CDC SPECIFIC PRP TX11	886.16	
RECEIPTS - TA- CDC SPCF TAX OVERAGE	3,464,637.89	
DISBURSEMENTS - CASH ITEMS		90.00-
DISBURSEMENTS - COUNTY CLERK FEES		88.00-
DISBURSEMENTS - OVERPAYMENTS		9,360.51-
DISBURSEMENTS - VIN INSPECTION FEES		1,525.00-
DISBURSEMENTS - CASH IN BANK		2,485.32-
DISBURSEMENTS - CASH IN BANK		4,083.75-
DISBURSEMENTS - CASH IN BANK		414.90-
DISBURSEMENTS - CASH IN BANK		560.01-
DISBURSEMENTS - CASH IN BANK		1,097.75-
DISBURSEMENTS - CASH IN BANK		31,691.98-
DISBURSEMENTS - C6- COUNTY HEALTH FUND		349.85-
DISBURSEMENTS - C6- ENHANCED 911 SYSTEM		5,851.33-
DISBURSEMENTS - C3- SWEETWATER INSURANCE		33,654.84-
DISBURSEMENTS - INSURANCE CLAIMS		297,839.85-
DISBURSEMENTS - C5- INMATE ENTERPRISE		1,844.15-
DISBURSEMENTS - C4- JAIL OPERATION/MAINT		39,848.08-
DISBURSEMENTS - CASH IN BANK		991.19-
DISBURSEMENTS - C5- AIRLINE SUBSIDY CONTR		327,029.00-
DISBURSEMENTS - C4- GRANTS		427,139.61-
DISBURSEMENTS - WARRANTS PAYABLE		3,301,965.20-
DISBURSEMENTS - NOW ACCOUNT		3.58-
DISBURSEMENTS - TA- LODGING TAX		39,649.78-
DISBURSEMENTS - NOW ACCOUNT		16.03-
DISBURSEMENTS - TA- FINES AND FORFEITURES		83,235.86-
DISBURSEMENTS - NOW ACCOUNT		37.00-
DISBURSEMENTS - TA- COUNTY HOSPITAL		4.43-
DISBURSEMENTS - TA- CO WEED & PEST CNTRL		1,532.01-
DISBURSEMENTS - NOW ACCOUNT		3.35-
DISBURSEMENTS - TA- WESTERN WY CM COLLEGE		17,848.14-
DISBURSEMENTS - NOW ACCOUNT		48.63-
DISBURSEMENTS - TA- 6 MILL LEVY		21,417.87-
DISBURSEMENTS - NOW ACCOUNT		58.35-

ABSTRACT STATEMENT

OF THE RECEIPTS AND DISBURSEMENTS OF THE COUNTY OF SWEETWATER, IN THE STATE OF WYOMING, FOR THE PERIOD FEBRUARY 29, 2012 TO MARCH 31, 2012  
(PREPARED UNDER THE PROVISIONS OF SECTION 18-3-515, WYOMING STATUTES, 1977)

STATEMENT OF RECEIPTS AND DISBURSEMENTS

DISBURSEMENTS - TA- CITY OF ROCK SPRINGS	17,079.83-
DISBURSEMENTS - NOW ACCOUNT	21.58-
DISBURSEMENTS - TA- CITY OF GREEN RIVER	11,006.10-
DISBURSEMENTS - NOW ACCOUNT	3.35-
DISBURSEMENTS - TA- CASTLE ROCK DISTRICT	5,174.36-
DISBURSEMENTS - NOW ACCOUNT	.53-
DISBURSEMENTS - TA- TOWN OF WAMSUTTER	67.71-
DISBURSEMENTS - NOW ACCOUNT	.33-
DISBURSEMENTS - TA- TOWN OF BAIROIL	17.57-
DISBURSEMENTS - NOW ACCOUNT	.07-
DISBURSEMENTS - TA- SCHOOL DISTRICT #1	2,452.84-
DISBURSEMENTS - TA- SCHOOL DISTRICT #1	52,166.20-
DISBURSEMENTS - NOW ACCOUNT	239.94-
DISBURSEMENTS - TA- BOCES SWEETWATER CNTY	1,783.04-
DISBURSEMENTS - NOW ACCOUNT	4.85-
DISBURSEMENTS - TA- SCHOOL DISTRICT #2	890.13-
DISBURSEMENTS - TA- SCHOOL DISTRICT #2	37,020.77-
DISBURSEMENTS - NOW ACCOUNT	13.60-
DISBURSEMENTS - TA- SCHOOL DISTRICT 1-C	5.51-
DISBURSEMENTS - TA- SCHOOL DISTRICT 1-C	55.18-
DISBURSEMENTS - NOW ACCOUNT	.25-
DISBURSEMENTS - STATE AUTO FEES	183,986.32-
DISBURSEMENTS - SALES TAX (AUTO FEE FUND)	645,890.57-
DISBURSEMENTS - INTEREST ON SALES TAX	1,855.10-
DISBURSEMENTS - REDEMPTION FUND	11,408.68-
DISBURSEMENTS - TA- JAMESTOWN FIRE	63.81-
DISBURSEMENTS - NOW ACCOUNT	.07-
DISBURSEMENTS - TA- JAMESTOWN RIO SEWER	131.11-
DISBURSEMENTS - NOW ACCOUNT	.13-
DISBURSEMENTS - TA- TEN MILE WATER/SEWER	478.47-
DISBURSEMENTS - NOW ACCOUNT	.19-
DISBURSEMENTS - TA- WHITE MOUNTAIN SEWER	2,096.12-
DISBURSEMENTS - NOW ACCOUNT	1.55-
DISBURSEMENTS - TA- EDEN VALLEY SLD WASTE	840.80-
DISBURSEMENTS - NOW ACCOUNT	3.43-
DISBURSEMENTS - TA- WEST SIDE SEWER/WATER	11,278.66-
DISBURSEMENTS - NOW ACCOUNT	1.03-
DISBURSEMENTS - COUNTY ABANDONED VEHICLE	2,120.00-
DISBURSEMENTS - TA- FOUNDATION FUND	42,836.56-
DISBURSEMENTS - NOW ACCOUNT	116.71-
DISBURSEMENTS - TA- SD 1C BOCES	2.21-
DISBURSEMENTS - TA- EDEN VALLEY CEMETERY	141.34-
DISBURSEMENTS - NOW ACCOUNT	.58-
DISBURSEMENTS - ORGAN DONOR MONEY	71.97-
DISBURSEMENTS - REDEMPTION (INTEREST CP)	2,622.17-
DISBURSEMENTS - NOW ACCOUNT	1.08-
DISBURSEMENTS - TA- FIRE DISTRICT #1	4,834.00-
DISBURSEMENTS - NOW ACCOUNT	1.85-
DISBURSEMENTS - TA- WWCC SWEETWTR BOCES	1,175.27-
DISBURSEMENTS - NOW ACCOUNT	2.24-
DISBURSEMENTS - REBATE ORDERS-OVERPAYMENT	1,038.80-
DISBURSEMENTS - GEN CO-OVER/UNDER ACCOUNT	8.00-

ABSTRACT STATEMENT

OF THE RECEIPTS AND DISBURSEMENTS OF THE COUNTY OF SWEETWATER, IN THE STATE OF WYOMING, FOR THE PERIOD FEBRUARY 29, 2012 TO MARCH 31, 2012  
(PREPARED UNDER THE PROVISIONS OF SECTION 18-3-515, WYOMING STATUTES, 1977)

STATEMENT OF RECEIPTS AND DISBURSEMENTS

DISBURSEMENTS - INITIAL FUNDING		2,144.57-
LEDGER CASH BALANCE MARCH 31, 2012		48,904,087.94
TOTAL	54,599,010.42	54,599,010.42
	=====	=====

*Robb Slough*  
*Sweetwater Co Treasurer*

TRIAL BALANCE OF THE ACCOUNTS OF ROBB SLAUGHTER, COUNTY TREASURER  
 WITHIN AND FOR THE COUNTY OF SWEETWATER, IN THE STATE OF WYOMING, SHOWING  
 THE CONDITIONS OF SAID ACCOUNTS AT THE CLOSE OF BUSINESS ON  
 APRIL 03, 2012:

## NAME OF ACCOUNTS

C1- GENERAL FUND	2,729,376.59
C2- CAPT REPLACEMENT-G CO	8,352,189.00
C2- ECONOMIC DEV INFRSTR	111,162.00
C2- FY 2011 RESERVES	6,072,589.00
C2- FY11 CASH C/OVER RES	799,100.00
C2- GEN CO CASH CARRYOVER	3,000,000.00
C2- GEN CO-CASH RESERVE	350,000.00
C3- INSURANCE-CASH RESRV	1,650,000.00
C3- SWEETWATER INSURANCE	5,098,191.73
C4- CO ROAD FUND FUEL TAX	693,675.58
C4- GRANTS	146,827.96-
C4- JAIL OPERATION/MAINT	970,718.46
C4- SC ROAD FUND	1,716,909.23
C4- SC ROAD REIMBURSEMENT	68,752.71
C5- AIRLINE SUBSIDY CONTR	274.90
C5- DRUG ENFRMNT/INTERDCT	11,127.00
C5- IMPACT TX-GEN CO 2002	26,530.73
C5- IMPACT TX-GEN CO 2010	15,380.36
C5- INMATE ENTERPRISE	30,931.25-
C5- SHERIFF HOUSING DEPST	315.86
C6- COUNTY HEALTH FUND	203,651.87
C6- COUNTY LIBRARY	10,539.82
C6- COUNTY MUSEUM	1,159.07
C6- COUNTY RECREATION	1,821.26
C6- ENHANCED 911 SYSTEM	1,158,384.41
C6- EVENTS COMPLEX	6,917.02
C6- MEMORIAL HOSPITAL CO	165.70
C6- MEMORIAL HOSPITAL MAINT	2,484.20
C6- MENTAL HEALTH	2,753.37
SD- AREA THIRTY3 ESTATES	28,723.72
SD- BOARS TUSK SUBDVN	43.79
SD- DAKOTA ESTATES SUBD	8,998.29
SD- FOOTHILLS PHASE II	846.47
SD- SUBDIVISION(MENDICOA)	28,371.34
TA- ABANDONED VEHICLE	53,971.96
TA- AUTO REGISTRATION FEE	.00
TA- BANKRUPTCY ACCOUNTS	2,256.05
TA- BOCES SWEETWATER CNTY	4,291.66
TA- CAR COMPANY TAX	492.94
TA- CASTLE ROCK BOND R/I	55,531.46
TA- CASTLE ROCK DISTRICT	2,989.89
TA- CDC SPCF TAX OVRAGE	5,524,183.63
TA- CDC SPECIFIC PRP TX11	2,022,449.91
TA- CITY OF GREEN RIVER	7,214.98
TA- CITY OF ROCK SPRINGS	22,992.94
TA- CO HOSPITAL BOND INT	7,523.52
TA- CO HOSPITAL BOND RDMT	97,044.33
TA- CO WEED & PEST CNTRL	2,721.33
TA- COUNTY AUTO TAX	5,393,324.61
TA- COUNTY HOSPITAL	.19

TRIAL BALANCE OF THE ACCOUNTS OF ROBB SLAUGHTER, COUNTY TREASURER  
 WITHIN AND FOR THE COUNTY OF SWEETWATER, IN THE STATE OF WYOMING, SHOWING  
 THE CONDITIONS OF SAID ACCOUNTS AT THE CLOSE OF BUSINESS ON  
 APRIL 03, 2012:

## NAME OF ACCOUNTS

TA- COUNTY-CITY AIRPORT	299.02
TA- EDEN VALLEY BOND/INT	44,199.89
TA- EDEN VALLEY CEMETERY	24.23
TA- EDEN VALLEY IMP DIST	2,723.25
TA- EDEN VALLEY IMPR CNTR	412,125.19
TA- EDEN VALLEY SLD WASTE	143.53
TA- EDEN-FARSON FIRE	165,569.42
TA- ENERGETICS OPERATNG	71,097.39
TA- ESCROW-FMC	4,233.75
TA- ESCROW-PELICAN DOME	14,780.07
TA- FINES AND FORFEITURES	123,218.66
TA- FIRE DISTRICT #1	3,043.64
TA- FOUNDATION FUND	103,019.93
TA- GRAZING DISTRICT #3	110.90
TA- GRAZING DISTRICT #4	122,167.74
TA- INTEREST NOW ACCOUNT	.00
TA- JAMESTOWN FIRE	161.44
TA- JAMESTOWN RIO SEWER	273.54
TA- LIVESTOCK PRED ANIMAL	.00
TA- LODGING TAX	55,979.77
TA- MOBILE MACHINERY/EQP	106,345.01
TA- OVER/UNDER ACCOUNT	338.43
TA- PROTEST-MERIT ENERGY	24,332.27
TA- PROTST ANADARKO 4/392	162.72
TA- REBATE ORDERS PAID	.00
TA- REDEMPTION (INT CP)	216.48
TA- REDEMPTION CP(TAX/FEE)	475.13
TA- REGION V BOCES	8,696.99
TA- RELIANCE FIRE	7,377.72
TA- SCHOOL DISTRICT #1	197,080.59
TA- SCHOOL DISTRICT #2	26,049.97
TA- SCHOOL DISTRICT 1-C	52.67
TA- SD #1 BOND INTEREST	515.84
TA- SD #1 BOND REDEMPTION	6,643.34
TA- SD #1-C BOND RED/INT	223.48
TA- SD #2 BOND INTEREST	22,016.98
TA- SD #2 BOND REDEMPTION	1,102,947.17
TA- SD 1C BOCES	1.91
TA- SHERIFF'S EVIDENCE	1,643.51
TA- SOLID WASTE DIST #1	19,276.06
TA- SOLID WASTE DIST #2	3,627.15
TA- STATE SALES/AUTO FEES	.00
TA- TAX PROTEST- NARCO	6,017.46
TA- TAYLOR GRZ-SALE LANDS	.00
TA- TEN MILE WATER/SEWER	836.29
TA- TOWN OF BAIROIL	15.31
TA- TOWN OF GRANGER	71.11
TA- TOWN OF SUPERIOR	918.86
TA- TOWN OF WAMSUTTER	152.93
TA- TRANSPORTABLE HOMES	659.73

TRIAL BALANCE OF THE ACCOUNTS OF ROBB SLAUGHTER, COUNTY TREASURER  
WITHIN AND FOR THE COUNTY OF SWEETWATER, IN THE STATE OF WYOMING, SHOWING  
THE CONDITIONS OF SAID ACCOUNTS AT THE CLOSE OF BUSINESS ON  
APRIL 03, 2012:

## NAME OF ACCOUNTS

TA- UNCLAIMED PROPERTY	1,457.02
TA- WEST SIDE SEWER/WATER	3,078.79
TA- WESTERN WY CM COLLEGE	42,925.27
TA- WHITE MOUNTAIN SEWER	3,113.24
TA- WWCC BOND INTEREST	112.34
TA- WWCC BOND REDEMPTION	418.18
TA- WWCC SWEETWTR BOCES	1,223.10
TA- 6 MILL LEVY	51,509.86

TOTAL

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48,904,087.94

---

  
Sweetwater Co Treasurer

# MONTHLY STATEMENT

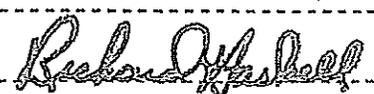
Statement of the Earnings or Collections of Richard Haskell  
 as Sheriff within and for the County of Sweetwater  
 State of Wyoming, for the month ending March 30, 20 12, and reported to the  
 Board of County Commissioners of said County.

COUNTY CLERK,	Recording Fees, ..... Marriage Licenses, ..... Chattel Mortgages, ..... Motor Certificates of Title, ..... Sale of County Property, ..... Miscellaneous Receipts, ..... Total Receipts, .....		
CLERK, DISTRICT COURT,	Civil Fees, ..... Probate Fees, ..... Criminal fines and Costs, ..... Miscellaneous Fees, ..... Total Earnings, .....		
SHERIFF, .....			3151.00
ASSESSOR, .....			
.....			
.....			
.....			

STATE OF WYOMING )  
 )ss.  
 County of Sweetwater )

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

WITNESS my hand and seal this 30 day of March, 20 12.

Richard Haskell, County Sheriff  
 \_\_\_\_\_  




NOTICE FOR (ABATE/REBATE) OF TAXES

Tax Account: 100086

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 DAYLIGHT DONUTS.

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 2004 tax rolls of Sweetwater County, Wyoming, for Tax District No. 0151, the following described property has been assessed for \$ 597, in the name of DAYLIGHT DONUTS and is incorrect for the reason that: out of business.

General Property Tax (GIRS) 40.96; Special Districts (S800) .94 (S807) .20 making a total valuation of \$597 in excess of any and all property that should be rightfully assessed against DAYLIGHT DONUTS for the year 2004, and that there is an abate or rebate of \$42.10.

Patricia A Moody
Deputy County Assessor Date 04/05/2012

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 2004, as of 4-10-12 at 9:17 AM/PM as follows: first half \_\_\_\_, second half \_\_\_\_.

Shelley Rust
County Treasurer Deputy Date 4-10-12

This petition is approved, and correction of the 2004 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 DAYLIGHT DONUTS in the amount of \$42.10.

County Clerk Date

NOTICE FOR (ABATE/REBATE) OF TAXES

Tax Account: 100086

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 DAYLIGHT DONUTS.

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 2005 tax rolls of Sweetwater County, Wyoming, for Tax District No. 0151, the following described property has been assessed for \$ 576, in the name of DAYLIGHT DONUTS and is incorrect for the reason that: out of business.

General Property Tax (GIRS) 39.52; Special Districts (\$800) .92 (\$807) .12 making a total valuation of \$576 in excess of any and all property that should be rightfully assessed against DAYLIGHT DONUTS for the year 2005, and that there is an abate or rebate of \$40.56.

Handwritten signature of Patricia A Moody, Deputy County Assessor, Date 4/05/2012

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 2005, as of 4-10-12 at 9:17 AM/PM as follows: first half, second half

Handwritten signature of Shelley Rust, County Treasurer, Date 4-10-12

This petition is approved, and correction of the 2005 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 DAYLIGHT DONUTS in the amount of \$40.56.

County Clerk Date

LEVIED UPON ASSESSMENT

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

The undersigned hereby petitions the Board to authorize the following change of the taxes levied against DAYLIGHT DONUTS.

THE STATE OF WYOMING )

COUNTY OF SWEETWATER) <sup>SS</sup>

I, Patricia A Moody, being duly sworn on my oath, do depose and say that upon examination of the 2006 tax rolls of Sweetwater County, Wyoming, for Tax District No. 0151, the following described property has been assessed for \$ 420, in the name of DAYLIGHT DONUTS and is incorrect for the reason that: out of business.

General Property Tax (GIRS) 28.82; Special Districts (S800) .76 (S807) .10 making a total valuation of \$420 in excess of any and all property that should be rightfully assessed against DAYLIGHT DONUTS for the year 2006, and that there is an abate or rebate of \$29.68.

Patricia A Moody  
Deputy County Assessor Date 04/05/2012

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 ~~been~~ <sup>not</sup> been paid for the year 2006, as of 4-10-12 at 9:18 AM as follows: first half \_\_\_\_\_, second half \_\_\_\_\_.

Shelley Quint 4-10-12  
County Treasurer Deputy Date

This petition is approved, and correction of the 2006 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 DAYLIGHT DONUTS in the amount of \$29.68.

\_\_\_\_\_  
County Clerk Date

NOTICE FOR (ABATE/REBATE) OF TAXES

Tax Account: 100086

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 DAYLIGHT DONUTS.

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 2007 tax rolls of Sweetwater County, Wyoming, for Tax District No. 0151, the following described property has been assessed for \$ 420, in the name of DAYLIGHT DONUTS and is incorrect for the reason that: out of business.

General Property Tax (GIRS) 29.02; Special Districts (S800) .66 (S807) .18 making a total valuation of \$420 in excess of any and all property that should be rightfully assessed against DAYLIGHT DONUTS for the year 2007, and that there is an abate or rebate of \$29.86.

Handwritten signature of Patricia A Moody, County Assessor, dated 04/05/2012.

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 2007, as of 4-10-12 at 9:19 AM/PM as follows: first half, second half.

Handwritten signature of County Treasurer, Deputy, dated 4-10-12.

This petition is approved, and correction of the 2007 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 DAYLIGHT DONUTS in the amount of \$29.86.

County Clerk Date

LEVIED UPON ASSESSMENT

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

The undersigned hereby petitions the Board to authorize the following change of the taxes levied against DAYLIGHT DONUTS.

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 2008 tax rolls of Sweetwater County, Wyoming, for Tax District No. 0151, the following described property has been assessed for \$ 420, in the name of DAYLIGHT DONUTS and is incorrect for the reason that: out of business.

General Property Tax (G1RS) 29.28; Special Districts (S800) .92 (S807) .04 making a total valuation of \$420 in excess of any and all property that should be rightfully assessed against DAYLIGHT DONUTS for the year, 2008, and that there is an abate or rebate of \$30.24.

Handwritten signature of Patricia A Moody, County Assessor, Date 04/05/2012

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 2008, as of 4-10-12 at 9:19 AM/PM as follows: first half, second half

Handwritten signature of County Treasurer, Date 4-10-12

This petition is approved, and correction of the 2008 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 DAYLIGHT DONUTS in the amount of \$30.24.

County Clerk Date

LEVIED UPON ASSESSMENT

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

The undersigned hereby petitions the Board to authorize the following change of the taxes levied against DAYLIGHT DONUTS.

THE STATE OF WYOMING )

COUNTY OF SWEETWATER) <sup>SS</sup>

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. 0151, the following described property has been assessed for \$ 471, in the name of DAYLIGHT DONUTS and is incorrect for the reason that: out of business.

General Property Tax (GIRS) 32.84; Special Districts (S800) .94 (S807) .14 making a total valuation of \$471 in excess of any and all property that should be rightfully assessed against DAYLIGHT DONUTS for the year, 2009, and that there is an abate or rebate of \$33.92.

*Patricia A Moody*  
\_\_\_\_\_  
County Assessor Date 04/05/2012

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 ~~been~~ <sup>not</sup> been paid for the year 2009, as of 4-10-12 at 9:20 <sup>AM</sup> ~~PM~~ as follows: first half \_\_\_\_\_, second half \_\_\_\_\_.

*Shelley Grant* 4-10-12  
County Treasurer Deputy Date

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 DAYLIGHT DONUTS in the amount of \$33.92.

\_\_\_\_\_  
County Clerk Date

NOTICE FOR (ABATE/REBATE) OF TAXES

Tax Account: 100086

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 DAYLIGHT DONUTS.

THE STATE OF WYOMING )

COUNTY OF SWEETWATER) <sup>SS</sup>

I, Patricia A Moody, being duly sworn on my oath, do depose and say that upon examination of the 2010 tax rolls of Sweetwater County, Wyoming, for Tax District No. 0151, the following described property has been assessed for \$ 462, in the name of DAYLIGHT DONUTS and is incorrect for the reason that: out of business.

General Property Tax (GIRS) 32.32; Special Districts (S800) 1.12 (S807) .16 making a total valuation of \$462 in excess of any and all property that should be rightfully assessed against DAYLIGHT DONUTS for the year 2010, and that there is an abate or rebate of \$33.60.

*Patricia A Moody*  
Deputy County Assessor Date 04/05/2012

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 2010, as of 4-10-12 at 9:20 AM PM as follows: first half \_\_\_\_\_, second half \_\_\_\_\_.

*Shelley Quint* 4-10-12  
County Treasurer Deputy Date

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

\_\_\_\_\_  
Commission Chairperson Date

\_\_\_\_\_  
Commissioner Date

\_\_\_\_\_  
Commissioner Date

I certify that this petition was approved by the Board, and I have issued Abate/Rebate Order No. \_\_\_\_\_ dated \_\_\_\_\_ to DAYLIGHT DONUTS in the amount of \$33.60.

\_\_\_\_\_  
County Clerk Date

LEVIED UPON ASSESSMENT

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

The undersigned hereby petitions the Board to authorize the following change of the taxes levied against DAYLIGHT DONUTS.

THE STATE OF WYOMING )
COUNTY OF SWEETWATER) SS

I, Patricia A Moody, being duly sworn on my oath, do depose and say that upon examination of the 2011 tax rolls of Sweetwater County, Wyoming, for Tax District No. 0151, the following described property has been assessed for \$ 466, in the name of DAYLIGHT DONUTS and is incorrect for the reason that: out of business.

General Property Tax (GIRS) 32.60; Special Districts (S800) 1.14 (S807) .18 making a total valuation of \$466 in excess of any and all property that should be rightfully assessed against DAYLIGHT DONUTS for the year, 2011, and that there is an abate or rebate of \$33.92.

Handwritten signature of Patricia A Moody, Deputy County Assessor, Date 04/05/2012

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 2011, as of 4-10-12 at 9:20 AM/PM as follows: first half, second half

Handwritten signature of Shelley Grant, County Treasurer, Date 4-10-12

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

Commission Chairperson Date

Commissioner Date

Commissioner Date

I certify that this petition was approved by the Board, and I have issued Abate/Rebate Order No. \_\_\_\_\_ dated \_\_\_\_\_ to DAYLIGHT DONUTS in the amount of \$33.92.

County Clerk Date







COPY HOLD TRANSACTION

TRAN NO.: 87576 REGISTER NO.: 005  
DATE: 04/05/2012

9 ITEM(S): \$690.97

REWARDS NUMBER 3905453084

500 SCAN TO PDF		
380461	0.250ea	125.00N
500 SCAN TO PDF		
380461	0.250ea	125.00N
500 SCAN TO PDF		
380461	0.250ea	125.00N
500 SCAN TO PDF		
380461	0.250ea	125.00N
500 SCAN TO PDF		
380461	0.250ea	125.00N
144 SCAN TO PDF		
380461	0.250ea	36.00N
2 CD BURNING		
486570	9.990ea	19.98N
1 SANDISK 8GB CRUZER		
619659053697		24.99N
Price Override	\$9.99	-15.00

1352714 005 087576  
1408 04/05/2012 10:21



Name: fgnfg ghfgh  
Phone Number: 456-456-4564  
Time Due: 7:00a

or: John A. Zelore  
 address: D.O. Box 746  
 State, Zip: Rock Springs WY 82901

Warrant #: \_\_\_\_\_  
 Approved \$: 783.84

Commissioner: \_\_\_\_\_  
 Commissioner: \_\_\_\_\_  
 Commissioner: \_\_\_\_\_

2720

certification must be signed before payment can be made.

I certify under penalty of perjury that the enclosed bill is just and correct and has not been paid by  
 Sweetwater County

Signature: [Signature] Date: 3/13/12

Claims against the county must be fully itemized and sworn to, and should reach the County Clerk's office (No later than the 25th of each month)  
 Box 730, Green River, Wyoming 82935

TAX EXEMPT INFORMATION  
 Exempt from backup withholding - Fed. ID #83-6000126  
 Sales and Use Tax W.S. 39-6-405 revised  
 Federal Excise Taxes - Ins. Code Section 4222 Taxes (b)(1)  
 And Section 1481 - 3(1) as revised

VD1127

001 011 461 8224

INVOICE DATE	INVOICE #	DESCRIPTION	AMOUNT
<del>3/13/12</del>	<del>244</del>	<del>travel expenses</del>	<del>109.50</del>
3/13/12	244	Lower Green River Protecting the Green	783.84
NOTE: SIGNATURE REQUIRED ABOVE FOR PAYMENT PLEASE RETURN THE SIGNED VOUCHER TO:			
TOTAL			109.50

MILEAGE						
DATE	FROM	TO	PURPOSE	MILES	TOTAL	
12/12/11	Rock Springs	Las Vegas	attendance @ CRWUA convention	607.50	0.0	337.17
12/16/11	Las Vegas	Rock Springs	return from CRWUA convention	607.50	0.0	337.16
				0.0		
				0.0		
				0.0		
				0.0		
RECEIVED						
				TOTAL	0.0	\$ 674.33 -
SWEETWATER COUNTY RATE				\$ 0.325	6555	

certified correct and approved for payment. COUNTY OFFICIAL [Signature]

Zebre Law Offices  
P.O. Box 746  
1471 Dewars Drive, Suite 102  
Rock Springs, WY 82902

# Invoice

Date	Invoice #
3/13/2012	244

<b>Bill To</b>
Upper Green River Jt. Powers Water Board Sweetwater County Commissioners 80 West Flaming Gorge Green River WY 82935

Description	Qty	Rate	Amount
12/12/11-12/16/11 roundtrip mileage Rock Springs-Las Vegas	1,215	0.555	674.33
12/12/11 meal - Cypress Street Market		6.43	6.43
12/13/11 meal - Caesar's Palace		30.27	30.27
12/15/11 meal - Palm Restaurant		62.81	62.81
12/13/11 cab fare Caesar's Palace to Rio		10.00	10.00

	<b>Total</b>	\$783.84
--	--------------	----------





03/12/2012  
12:46:19  
CI: TAFREAD  
CO: PDILLON

JOHN/ LOIS ZEBRE

Wing/Room FT 5916

2032 PRAIRIE AVE  
NEED CC AT C/I\*\*AMEN DEL 5916\*\*\*  
ROCK  
SPRINGS WY82901

No Party 1  
Fol ID 408882928530

Page 1 12/16/2011 16:03:00  
Arrival 12/12/2011  
Departure 12/16/2011  
Bill code  
Group SCCRW1

THANK YOU FOR STAYING WITH US!

DATE	REFERENCE	DESCRIPTION	\$ CHARGES	CREDITS	\$ BALANCE
12/12/2011	408882928528	IN-ROOM BUTLER	20.54		20.54
12/13/2011	408893005245	CAFE LAGO COFFEE SHOP	71.18		91.72 <sup>1/3</sup>
12/13/2011	408893024017	BUSINESS CENTER	7.00		98.72
12/15/2011	408913539787	IN-ROOM BUTLER	35.67		134.39
12/16/2011	408923720555	FRONT DESK MASTERCARD		134.39	
			*****2926		30.07
Balance Due				.00	

This email message, including any attachments, is for the sole use of the person to whom it has been sent, and may contain information that is confidential or legally protected.

Thanks again for choosing Caesars Palace. We truly appreciate your visit! For hotel, restaurant or show reservations, visit [www.totalrewards.com](http://www.totalrewards.com), call 1-800-634-6661 or contact your Casino

Francine Parks <fprjr157@aol.com>  
 Fwd: palm check  
 March 12, 2012 2:06 PM

Francine Parks  
 (307) 362-9318

-----Original Message-----  
 From: Karen Hernandez <khernandez@thepalm.com>  
 To: fprjr157 <fprjr157@aol.com>  
 Sent: Mon, Mar 12, 2012 1:48 pm  
 Subject: FW: palm check

**Karen Hernandez**  
**Bookkeeper**  
**Palm Restaurant Las Vegas**  
**702 732-7256 -main line**  
**702 732-2095-direct line**  
**702 732-0229-fax**

**YELLOW-CHECKER-STAR**  
**"THE" CAB COMPANIES**  
**Las Vegas, Nevada**  
**873-2227**  
**COMPUTER RADIO DISPATCHED**

**From:** Karen Hernandez  
**Sent:** Thursday, March 08, 2012 1:38 PM  
**To:** jzebra@questoffice.net  
**Subject:** palm check

DRIVER# \_\_\_\_\_ DATE 12/13/11  
 (CHARGE THE ACCT. OF) \_\_\_\_\_  
 (RECEIVED OF) \_\_\_\_\_

Here is the check you requested.

FOR TAXI FARE FROM CASAS  
 TO Rio \$ 10.00  
 (X) DRIVER NAME Tege  
 (X) PASSENGER SIGNATURE \_\_\_\_\_

**Karen Hernandez**  
**Bookkeeper**  
**Palm Restaurant Las Vegas**  
**702 732-7256 -main line**  
**702 732-2095-direct line**  
**702 732-0229-fax**

**Check Detail**

Check	Table	Check Opened	Minutes	Guests	Reference Info	Location	Employee
957	14	12/15/2011 7:46 PM	69	3		Las Vegas	LINH HOH
		12/15 7:46 PM	1		Hrts Palm	12.90 Restaurant	LINH HOH
		<del>12/15 7:46 PM</del>	<del>1</del>		<del>Hrts Palm</del>	<del>12.90 Restaurant</del>	<del>LINH HOH</del>
		12/15 7:46 PM	1		Lobster Bisque	13.40 Restaurant	LINH HOH
		12/15 7:46 PM	1		Veal Martini	32.90 Restaurant	LINH HOH
		12/15 7:46 PM	1		Veal Marsala	30.90 Restaurant	LINH HOH
		12/15 7:46 PM	1		Veal Martini	32.90 Restaurant	LINH HOH
		12/15 8:01 PM	1		Coke	3.95 Restaurant	LINH HOH
		12/15 8:06 PM	1		VIA	Restaurant	LINH HOH
		12/15 8:12 PM	1		VIA	Restaurant	LINH HOH
		12/15 8:37 PM	1		Coke	3.95 Restaurant	LINH HOH
		12/15 8:37 PM	1		No Bev	Restaurant	LINH HOH
		12/15 8:37 PM	1		No Bev	Restaurant	LINH HOH
		12/15 8:44 PM			issuePts Svc	Restaurant	LINH HOH
		12/15 8:44 PM			SV00700260125300790	Restaurant	LINH HOH
		12/15 8:44 PM			Issue Points	Restaurant	LINH HOH
		12/15 8:44 PM			Points: 389.00	Restaurant	LINH HOH
		12/15 8:44 PM			6012530079001343215	Restaurant	LINH HOH
		12/15 8:56 PM				Restaurant	LINH HOH
		12/15 8:56 PM			Charge Tip	25.88 Restaurant	LINH HOH
		12/15 8:56 PM			Visa/M.C.	181.33 Restaurant	LINH HOH
		12/15 8:56 PM			xxxx-8167	Restaurant	LINH HOH
					Sub Total	143.80	

3 Tip

13.40  
 32.90  
 3.95  
 -----  
 50.25  
 402.24  
 8.54 tip  
 -----  
 410.78

Tax	11.65
Service Charge	25.88
Check Total	181.33

or: Carl Morell  
 ess: 112 West 2nd South  
 State, Zip: Green River WY 82935

Warrant #: \_\_\_\_\_  
 Approved \$: 1,146.67

Commissioner: \_\_\_\_\_  
 Commissioner: \_\_\_\_\_  
 Commissioner: \_\_\_\_\_

Verification must be signed before payment can be made.

I certify under penalty of perjury that the enclosed bill is just and correct and has not been paid by  
 Sweetwater County

Signature: [Signature] Date: 15 Mar 2012

Claims against the county must be fully itemized and sworn to, and should reach the County Clerk's office (No later than the 25th of each month)  
 Box 730, Green River, Wyoming 82935

TAX EXEMPT INFORMATION  
 Exempt from backup withholding - Fed. ID #83-6000126  
 Sales and Use Tax W.S. 39-6-405 revised

Federal Excise Taxes - Ins. Code Section 42222 Taxes (b)(1)  
 And Section 1481 - 3(1) as revised

INVOICE DATE	INVOICE #	DESCRIPTION	AMOUNT
3/27/12	0601	Air fare Salt Lake City to Vegas	417.40
NOTE: SIGNATURE REQUIRED ABOVE FOR PAYMENT PLEASE RETURN THE SIGNED VOUCHER TO:			
<b>TOTAL</b>			

MILEAGE					
DATE	FROM	TO	PURPOSE	MILES	TOTAL
3/16/11	Rock Springs	Pinedale	UGTB board meeting	200.0	111.00
4/13/11	Rock Springs	Kemmerer	UGTB board meeting	200.0	111.00
6/17/11	Rock Springs	Marbleton	UGTB board meeting	14.0	77.70
8/25/11	Rock Springs	Pinedale	UGTB board meeting	200.0	111.00
9/28/11	Rock Springs	Kemmerer	UGTB board meeting	20.0	11.00
12/14/11	Rock Springs	Salt Lake	CRWUA annual meeting	274.0	267.57
<b>TOTAL</b>				<b>0.0</b>	<b>\$ 729.27 -</b>
RATE:				\$	0.325

Verified correct and approved for payment. COUNTY OFFICIAL \_\_\_\_\_

RECEIVED  
 MAR 30 2012  
 SWEETWATER CO. CLERK



# Thank you for your purchase!

Salt Lake City, UT - SLC to Las Vegas, NV - LAS

## Air

Confirmation #IP76UN

Salt Lake City, UT - SLC to Las Vegas, NV - LAS  
 Wednesday, December 14, 2011 - Friday, December 16, 2011

**Air Total: \$417.40**

Amount Paid  
**\$417.40**

Trip Total  
**\$417.40**

DEC 14 **12/14/11 - Las Vegas**

## AIR

Salt Lake City, UT - SLC to Las Vegas, NV - LAS  
 12/14/2011 - 12/16/2011  
 Confirmation # IP76UN

Adult Passenger(s)

CARL MORCK

Subscribe to Flight Status Messaging

Rapid Rewards #

<b>DEPART</b> DEC <b>14</b>	<b>12:05 PM</b> Salt Lake City, UT (SLC) to <b>12:25 PM</b> Las Vegas, NV (LAS)	<b>Flight #51</b>	<b>Wednesday, December 14, 2011</b> Travel Time 1 h 20 m (Nonstop)
<b>RETURN</b> DEC <b>16</b>	<b>2:10 PM</b> Las Vegas, NV (LAS) to <b>4:30 PM</b> Salt Lake City, UT (SLC)	<b>Flight #16</b>	<b>Friday, December 16, 2011</b> Travel Time 1 h 20 m (Nonstop)

Passenger Type	Trip	Routing	Fare Type	Base Fare	Govt. Taxes and Fees	Quantity	Total
Adult	Depart	SLC-LAS	Business Select	\$184.19	\$24.51	1	\$208.70
Adult	Return	LAS-SLC	Business Select	\$184.19	\$24.51	1	\$208.70
Please read the fare rules associated with this purchase.				<b>\$368.38</b>	<b>\$49.02</b>	<b>1</b>	<b>\$417.40</b>

**Air Total:**  
**\$417.40**

Purchaser Name Carl Morck Billing Address 612 West 2nd North  
 Green River, WY 82935

Form of Payment Amount Applied  
 Discover - XXXXXXXXXXXX-6148 **\$417.40**

Amount Paid  
**\$417.40**

Trip Total

**CARL MORCK**  
**612 West 2<sup>nd</sup> South**  
**Green River WY 82935**

March 27, 2012

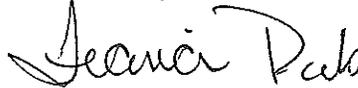
Dale Davis  
Sweetwater County Clerk  
80 West Flaming Gorge Way  
Green River WY 82935

RE: Reimbursement for travel expenses

Dear Mr. Davis:

Enclosed is a county voucher, together with the accompanying bill and receipt for reimbursement of mileage and travel expenses incurred by Mr. Morck for attendance at the Upper Green River Basin Joint Powers Board Meetings, travel to the Salt Lake City airport for the Colorado River Water User Association's annual meeting in Las Vegas and the air fare to Las Vegas in December.

Sincerely,

A handwritten signature in cursive script that reads "Francine Parks".

Francine Parks  
For Carl Morck

enclosure

**Carl A. Morck**  
612 West 2<sup>nd</sup> South  
Green River, WY 82936  
Phone: (307) 875-3162

March 27, 2012  
Invoice No. 0001

**To Upper Green River Basin Joint Powers Board  
Sweetwater County Commissioners  
80 West Flaming Gorge Way  
Green River WY 82935**

DESCRIPTION	COST AMOUNT	TOTAL AMOUNT
03/16/11 Roundtrip Rock Springs-Pinedale (200 miles)	.555	111.00
04/13/11 Roundtrip Rock Springs -Kemmerer (200 miles)	.555	111.00
06/17/11 Roundtrip Rock Springs-Marbleton (140 miles)	.555	77.70
08/25/11 Roundtrip Rock Springs-Pinedale (200 miles)	.555	111.00
09/28/11 Roundtrip Rock Springs -Kemmerer (200 miles)	.555	111.00
12/14/11 Roundtrip Rock Springs-Salt Lake City (374 miles)	.555	207.57
12/14/11 Airfare Salt Lake City/Las Vegas for CRWUA annual meeting		,417.40
<b>TOTAL</b>		<b>\$1,146.67</b>



## RESOLUTION NO. 12-04-CC-01

### A RESOLUTION TO TRANSFER SWEETWATER COUNTY'S ACCUMULATED FUNDS RECEIVED FROM THE "911 EMERGENCY TAX" TO THE ROCK SPRINGS, GREEN RIVER, SWEETWATER COUNTY COMBINED COMMUNICATIONS JOINT POWERS BOARD

WHEREAS, prior to the creation of the Rock Springs, Green River, Sweetwater County Combined Communications Joint Powers Board, Sweetwater County operated a communications facility to respond to emergency 911 calls from the public; and

WHEREAS, Wyoming Statute § 16-9-103(b) permitted Sweetwater County to impose a 911 Emergency Tax to assist the county in paying for the answering equipment, and various service and maintenance costs associated with the operations of the communications facility; and

WHEREAS, Sweetwater County's emergency 911 dispatch operations are being transferred to the Rock Springs, Green River, Sweetwater County Combined Communications Joint Powers Board, for said Board to assume Sweetwater County's emergency 911 dispatch obligations; and

WHEREAS, Sweetwater County has accumulated funds, in the amount of \$1,158,384.41 which have been generated from the 911 Emergency Tax; and

WHEREAS, Due to this transfer of duties, Sweetwater County should transfer \$1,118,384.41 to the Green River, Rock Springs, Sweetwater County Combined Communications Joint Powers Board, which amount represents the total amount of funds remaining in Sweetwater County's 911 Emergency Tax fund, less \$40,000 which will be retained by Sweetwater County to pay the remaining obligations of the county's communications facility; and

WHEREAS, Sweetwater County agrees to transfer all funds Sweetwater County hereafter collects through the imposition of the 911 Emergency Tax to the Rock Springs, Green River, Sweetwater County Combined Communications Joint Powers Board.

NOW THEREFORE, the Sweetwater County Commission hereby authorizes the Sweetwater County Treasurer to pay \$1,118,384.41 to the Rock Springs, Green River, Sweetwater County Combined Communications Joint Powers Board, and to remit all future collections of the emergency 911 tax to said Board, as long as said Board continues to perform the emergency dispatch duties for Sweetwater County.

PASSED AND APPROVED this 17<sup>th</sup> day of April, 2012

BOARD OF COUNTY COMMISSIONERS,  
SWEETWATER COUNTY, WYOMING

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

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

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

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

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

ATTEST:

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

# BOARD OF COUNTY COMMISSIONERS

## MEETING REQUEST FORM

Meeting Date Requested: 4-17-12	Presenters Name: Robin Lonnevik & Harry Holler
Department or Organization:	Contact Phone and E-mail: 875-2724 (Harry)
Exact Wording for Agenda: Request Letter of Support for the "Blind Educational and Transitional Housing" Project	Preference of Placement on Agenda & Amount of Time Requested for Presentation: <b>15 Min</b>
Will there be Handouts? (If yes, include with meeting request form) <b>y</b>	Will handouts require SIGNATURES: n
Additional Information:	
Per Harry's walk in request on 3-30-12	
Harry will email the letter of support by 4-11-12	
to be printed on Commissioner Letterhead	
4-11-12 @ 3:05 Lvm for Harry asking if he still wants letter of support as I had not received via email?	
4-12-12 Harry apologized & advised that Robin would email.	
* As of distribution, I didn't receive email for letter of support in final form.	

- 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.

# ROCK SPRINGS CAMPUS

For the blind

## Submitted by:

Robin Lonnevik

418 Broadway #217

Rock Springs, WY 82901

[RockSpringsBlindCampus@hotmail.com](mailto:RockSpringsBlindCampus@hotmail.com)

Project Dates: January 27, 2012, through December 31, 2017

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## Proposed Steering Committee

Robin Lonnevik, Exec. Director

Lisa Mueller, Project Director

Joanne Whitson, Wyoming Dept. of Education

Jill Moeller, Wyoming Dept. of Vocational Rehabilitation

Sandy Knezovich, Wyoming Services for Independent Living

## Proposed Site

Rock Springs, Wyoming

Submission Date: March 2012

## ABSTRACT

The state of Wyoming does not currently possess a single localized facility that provides permanent and transitional housing along with educational and vocational training for their blind and visually impaired citizens.

The purpose of the proposed project is to provide and promote healthy and productive lives and social and economic independence in a secure and contemporary campus for blind and visually impaired Wyoming individuals.

The campus would include and support permanent and transitional housing, adaptive and alternative education, career counseling and vocational training. Other services include informing residents and visiting customers of available services and engaging in other activities that improve the condition of the blind. Other programs to be provided are case finding, counseling and guidance and blindness prevention to build confidence and self-sufficiency. The campus would orchestrate a Business Enterprise Program, which allows blind individuals the opportunity to become productive and successful citizens.

The target audience would be Wyoming state residents who are visually impaired to the degree of being legally blind and at least 18 years old. The campus would be staffed by: a director, teachers, counselors, registered nurse, office assistants, maintenance crew, an accountant and an attorney (the last on contract or retainer). For more information about the project and how you can get involved e-mail [RockSpringsBlindCampus@hotmail.com](mailto:RockSpringsBlindCampus@hotmail.com).

### Statistics

#### NUMBER OF BLIND IN WORLD: 161 MILLION IN 2002.

The World Health Organization estimates that in 2002 there were 161 million visually impaired people in the world (about 2.6% of the total population). Of this number 124 million (about 2%) had low vision and 37 million (about 0.6%) were totally blind. In order of frequency the leading causes were cataract, uncorrected refractive errors (near sighted, far sighted, or astigmatism), glaucoma, and age-related macular degeneration.

#### NUMBER OF BLIND PEOPLE IN US: 21.2 MILLION IN 2006.

There are 21.2 million blind adults in the United States. This is according to the 2006 National Health Interview Survey conducted by the U.S. National Center for Health Statistics. This number does not include the number of blind Americans under the age of 18.

Sweetwater County Commissioners  
Green River, Wyoming

March 30, 2012

Regarding: Rock Springs Blind Campus

Dear County Commissioners,

I am asking for a letter of support for the "Blind Education and Transitional Housing" project that I have initiated. I am not asking for any funds, or for any particular commitment. At this stage, however, I believe it would be helpful to the project to receive from you, on your letterhead, a letter saying that the county looks with favor on the project. It could read something like the following:

-----

To Whom It May Concern:

I am writing this letter of support to state that I have been impressed with the ideas Ms. Robin Mary Lonnevik had put forward for the establishment of a training facility and transitional housing center for the blind and visually impaired. It would be a good and worthwhile thing. While I cannot make any commitment at this point in time regarding the identification of any building in our city for use by this project, I would be happy to see the project established in Rock Springs. I and the county commissioners of Sweetwater County are happy to extend to Robin Mary Lonnevik any assistance that we reasonably can offer, and I hope that you will consider doing the same.

Sincerely,

Sweetwater County Commissioner  
Green River, Wyoming

-----  
If you have any questions please do not hesitate to contact me.  
Thank you,

Robin Mary Lonnevik  
418 Broadway #217  
Rock Springs, WY 82901  
(307) 212-2093



## Sally Shoemaker

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**From:** Shannon Lucero [slucero@rockspringsairport.com]  
**Sent:** Wednesday, April 11, 2012 10:20 AM  
**To:** Sally Shoemaker  
**Subject:** Meeting Request Form  
**Attachments:** County Mtg. Request Form.pdf; Skywest Agreement.pdf

Good Morning Sally,

Please find attached the meeting request form for the April 17th meeting. Also attached is the Skywest Agreement (handout) which will require board action at this meeting.

Please let me know if you have any questions.

Thank you!

### **Shannon Lucero**

*Administrative Secretary*

Rock Springs Sweetwater County Airport

Hwy 370 Bldg 382

PO Box 1987

Rock Springs, WY 82901

(307) 352-6880 ext. 101

[slucero@rockspringsairport.com](mailto:slucero@rockspringsairport.com)



## **SWEETWATER COUNTY-SKYWEST REVENUE AGREEMENT**

**THIS SWEETWATER COUNTY-SKYWEST REVENUE AGREEMENT** ("Agreement") made and entered into as of the \_\_\_ day of \_\_\_\_\_ 2012, by and between SkyWest Airlines, Inc., ("SkyWest Airlines") and the Sweetwater County Commission ("County").

### **WITNESSETH**

**WHEREAS**, SkyWest Airlines is a regional air transportation carrier serving the United States and Canada and will operate this service as Delta Connection, a code-share partner with Delta Airlines

**WHEREAS**, SkyWest Airlines agrees to provide scheduled air service between Rock Springs, Wyoming (RKS), and Salt Lake City, Utah (SLC) on the terms and conditions set forth herein;

**NOW, THEREFORE**, for and in consideration of the above recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. **Scheduled Service.** SkyWest Airlines shall provide scheduled service between Rock Springs and Salt Lake City, with the schedules in Exhibit A as an example of anticipated service, using EMB-120 or equivalent aircraft (each flight segment scheduled for a single day is hereinafter referred to as a "Scheduled Flight" and all such flight segments are hereinafter referred to collectively as "Scheduled Flights").

SkyWest has full discretion in setting the schedule times and frequency of its flights, save that it will schedule no less than two round trips daily. Such decisions will be based upon, but not limited to, aircraft, staff, crew, gate availability, business necessity and weather and seasonal changes. Flights will be scheduled by SkyWest Airlines at reasonable times and will be posted in advance. Flight schedules are subject to change.

All travel covered by this agreement is subject to applicable tariffs and other rules and regulations.

2. **Margin Requirement.** Agency hereby guarantees that SkyWest Airlines shall receive a 5% margin for each calendar month and for the term of this Agreement as outlined in Exhibit B, subject to the caps and limitations set forth in Section 7 hereof.

3. **Revenue Sharing.** SkyWest Airlines receives prorated passenger revenues from Delta Airlines and other validating carriers for tickets sold on Scheduled Flights. For passengers who purchase a ticket that includes a segment beyond RKS-SLC, Delta and SkyWest and/or SkyWest and all other carriers will prorate the interline revenue. Revenue from Interline Travel will be

prorated in accordance with the provisions of the Multilateral Prorate Agreement ("MPA"). For local RKS-SLC origin and destination passengers, "Revenue" shall mean actual revenues received by SkyWest Airlines for tickets purchased by passengers in each calendar month for the Scheduled Flights and collectively during the term of this Agreement, less taxes and fees. All fares are those prevailing on date of ticket purchase. These revenues shall be aggregated as set forth in Paragraphs 2 and 7.

4. Airline Employee Travel. All of Delta Airlines' and SkyWest Airlines' employee pass agreements are valid for these flights. Except for company business, all SkyWest pass agreements are based on space available travel and do not displace revenue passengers. No revenues attributable to employee travel shall be included within the definition of Revenues.

5. Fuel Costs. Fuel costs for purposes of subsidy calculation and the total costs will be the actual fuel costs, including related fueling costs, taxes and fees, associated with operating the scheduled service.

6. Term. The term of this agreement is 1 January, 2012, through 31 December, 2012. Notwithstanding anything in this Agreement to the contrary, if Agency shall fail to pay the amounts due SkyWest Airlines hereunder within the time agreed and such failure shall continue for 10 days after a demand for payment from SkyWest Airlines, then SkyWest Airlines shall have the right to terminate this Agreement upon five days written notice to the County. If SkyWest Airlines does not achieve 5% margin for one quarter, then either Party may thereafter cancel this Agreement upon five days written notice to the other party. This Agreement and SkyWest's operations hereunder are being conducted under SkyWest's code-share agreement with Delta Airlines. If Delta Airlines shall object to such flights or impose any financial penalty or additional financial obligations on SkyWest Airlines as a result of this Agreement, or if Delta Airlines shall cancel its code share agreement with SkyWest Airlines or amend it in any way which prohibits or unreasonably restricts, in SkyWest's sole judgment, SkyWest Airlines from flying these flights under its code share agreement with Delta Airlines, or if Delta Airlines adds additional financial obligations on SkyWest Airlines as a condition of allowing such flights, then SkyWest Airlines shall have the right to terminate this Agreement upon five days written notice to Agency.

In the event that WYDOT, the County, and SkyWest agree to enter into a different type of agreement (such as the Master Plan with jet service currently being discussed), this agreement will be prorated within the month that the change takes place. All completed months prior to the change will be calculated as usual and this contract will terminate with the commencement of any new agreement.

7. Payment of Subsidy. SkyWest Airlines completes its accounting for each month approximately two to three weeks after the close of the month. Soon after this occurs, a statement will be sent which shall show the final revenues and costs for the preceding calendar month. The statement will show all calculations for the subsidy, including revenue and total

costs. Total costs are the sum of non-fuel costs and fuel costs. Fuel cost calculations are outlined in section 5 of this agreement. Non-fuel costs shall be calculated by multiplying the block hours associated with the market by \$1,471 for the EMB 120. The rate includes the 5% margin and all non-fuel costs. Each month's subsidy payment will be subject to the maximum as set forth in Exhibit B. Each quarter the amounts will be trued up and summarized with the total costs (non fuel and fuel costs) and revenues in an invoice. To the extent the County owes SkyWest Airlines a subsidy for such quarter, it shall pay to SkyWest Airlines, within 15 days of its receipt of such invoice, the full amount owed. To the extent SkyWest Airlines' revenues for such calendar month were greater than the total costs, the County shall have no monthly payment obligation to SkyWest Airlines for such month or partial month as the case may be. At the end of the term of this Agreement, SkyWest shall prepare a report to the County showing total revenues and total costs for the 12 month term of this Agreement. In the event that SkyWest changes the aircraft type utilized to operate the service, the non-fuel block hour rates will be renegotiated to reflect the appropriate equipment type. The maximum obligation of the county to SkyWest will not increase in the aggregate amount owed as a result of a change in aircraft type. In no event shall the County be obligated to pay SkyWest Airlines an aggregate amount in excess of \$1,634,356.

8. Audit Rights. SkyWest Airlines' calculation of the total amount due shall be binding and conclusive, provided that Agency shall have the right upon reasonable notice, to examine the business records of SkyWest Airlines relating to such calculation and to dispute the amount within thirty (30) days of such examination, if this examination reveals errors or irregularities in SkyWest Airlines' accounting practices. Such audit must be conducted no later than six months after the end of the term of this Agreement. If any audit indicates a discrepancy between the amounts paid or the amounts that should have been paid hereunder, such amounts shall be promptly paid to the applicable party, subject to SkyWest Airlines' right to dispute the audit results. Any such audit shall not unreasonably interfere with the day-to-day operations of SkyWest Airlines or any of its employees. The Agency and its auditors will be required to enter confidentiality and nondisclosure agreements prior to reviewing SkyWest's business records, subject to disclosure in accordance with law.

9. Termination. This agreement is subject to unilateral termination in the sole discretion of the County or SkyWest Airlines upon 90 days written notice by either party to the other in accordance with the Notice Provision of this agreement.

10. Reports. Within sixty (60) days of the end of each month, SkyWest Airlines may provide the following information by non-directional route and total:

- Total revenue passengers
- Revenue
- Average fare
- Flights operated
- Block hours

During the term of this Agreement, SkyWest Airlines shall provide additional information, as reasonably requested by the County, to determine the amount of subsidy likely to be required per the terms of this Agreement. The financial information given to the County shall be considered confidential and is not to be disclosed publicly.

11. Entire Agreement. This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof. This Agreement may be modified or amended only by writing signed by the party against whom enforcement of the modification or amendment is sought. All provisions of this Agreement intended to survive beyond the term of this Agreement as set forth in Section 7 shall survive as long as required for their intent to be completed.

12. No Assumption of Liability. The County and all affiliated entities hereby disclaim any and all liability to passengers or other third parties associated with the Scheduled Flights. Such liability is solely the responsibility of SkyWest Airlines and this Agreement may not be construed as an assumption of liability on the part of the County.

13. Best Efforts in Promotional Activities. The county agrees that it will use commercially reasonable efforts to promote the scheduled flights in such a way as to maximize the public awareness of the availability of the scheduled flights.

14. Governing Law. The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties, and the venue shall be the State or federal courts located in Wyoming. The parties acknowledge and agree that this subsection does not waive, limit or otherwise affect or reduce the full operation and effect of the provision in this Agreement relating to the State's and the County's full retention of all rights of sovereign immunity.

15. Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given (i) when delivered personally, (ii) when received by the addressee, if sent by Express Mail, Federal Express or other express delivery service (receipt requested), or (iii) three business days after being sent by registered or certified mail, return receipt requested, in each case to the other party at the following addresses (or to such other address for a party as shall be specified by like notice; provided that notices of a change of address shall be effective only upon receipt thereof):

If to SkyWest, then to:  
SkyWest Airlines, Inc.  
444 South River Rd  
St. George, UT 84790  
Attn: Michael Thompson

If to the County, then to:  
Sweetwater County Commission  
80 West Flaming Gorge Way  
Suite 109  
Green River, Wyoming 82935  
Attn: Wally Johnson  
307-872-3890

16. Counterparts. This Agreement is comprised of 9 typed pages including exhibits and may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed by facsimile signatures, each of which will be deemed an original.

17. Mutual Understandings. This Agreement has been freely and fairly negotiated by the parties hereto and each party has been provided the opportunity to have the Agreement reviewed by legal counsel of its choice and to modify the terms hereof and, therefore, this Agreement shall be construed and interpreted without any presumption, or other rule, requiring construction or interpretation against the interest of the party causing this Agreement to be drafted. This Agreement embodies the entire understanding between the parties and supersedes and cancels all prior understandings and agreements, whether oral or written.

18. Attorney's Fees. In the event that a dispute arises between the parties concerning this agreement, the parties shall make good faith efforts to resolve the matter without resorting to litigation and incurring legal fees. If, however, a resolution cannot be reached and the parties engage attorneys and resort to the state or federal courts for redress, the prevailing party in such action shall be entitled to recover its costs, including reasonable attorney's fees, of pursuing or defending any such action.

19. Force Majeure. Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the non-performing party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, unusually severe weather, breakdowns in aircraft or availability of parts, strikes or labor disruptions or other causes which prevent SkyWest Airlines from flying the Scheduled Flights. The obligation to pay money is not subject to the provisions of this Section 19.

20. Assignment/Contract Not Used as Collateral. Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Agreement without the prior written consent of the other party.

21. Availability of Funds. Each payment obligation of the County is conditioned upon the availability of government funds that 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 SkyWest Airlines, this Agreement may be terminated by the County at the end of the period for which the funds are available. The County shall notify SkyWest Airlines at the earliest possible time of the services that will or may be affected by a shortage of funds. No penalty shall accrue to the County in the event this provision is exercised, and the County 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 the County to terminate this Agreement to acquire similar services from another party nor relieve the County from payment responsibility for services that have been provided under this Agreement.

22. Award of Related Contracts. The County may undertake or award supplemental or successor contracts for work related to this Agreement. If such contracts create competitive air services that negatively affects SkyWest Airlines' load factors, SkyWest Airlines may seek a higher subsidy or immediately cancel this Agreement.

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

24. Kickbacks. SkyWest Airlines certifies and warrants that no gratuities, kickbacks or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this Agreement. If SkyWest Airlines breaches or violates this warranty, the County may, at its discretion, terminate this Agreement without liability to the County, or deduct from this Agreement price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage or contingency fee.

25. Sovereign Immunity. Except for the breach of this Agreement, the State of Wyoming and the County do not waive sovereign immunity by entering into this Agreement, except to the extent necessary for the parties to pursue a contract action to clarify or enforce the written terms of this Agreement. In all other situations, the State of Wyoming and the County specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a),

and all other state law. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity.

26. Compliance with Laws. SkyWest Airlines shall comply with all applicable federal, state and local laws and regulations in the performance of this Agreement.

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

**IN WITNESS WHEREOF**, the parties hereto have caused their undersigned, duly authorized representatives to execute this Agreement as of the day and year first above written.

**SKYWEST AIRLINES, INC.**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Michael Thompson  
Vice President, Market Development

**Sweetwater County Commission**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Wally Johnson,  
Chairperson

**EXHIBIT A**

**Scheduled Service between**

Rock Springs Airport / Salt Lake City International Airport.

<b>TO:</b>	<b>FROM:</b>	<b>DEPARTURE:</b>	<b>ARRIVAL:</b>
RKS	GCC	06:31	07:48
SLC	RKS	08:03	09:15
RKS	SLC	13:40	14:36
SLC	RKS	15:07	16:13
RKS	SLC	19:50	20:46
GCC	RKS	21:01	22:06

**EXHIBIT B**

	Passengers	Revenue	Avg. Fare	BH	BH Cost (\$1471/BH)	Fuel @ \$3.50/gal	Expected Subsidy
<i>January</i>	<i>1,274</i>	<i>\$113,819</i>	<i>\$89</i>	<i>125.6</i>	<i>\$184,802</i>	<i>\$59,801</i>	<i>\$130,784</i>
<i>February</i>	<i>1,296</i>	<i>\$119,470</i>	<i>\$92</i>	<i>117.1</i>	<i>\$172,303</i>	<i>\$54,446</i>	<i>\$107,279</i>
<b>March</b>	<b>1,050</b>	<b>\$99,750</b>	<b>\$95</b>	<b>135</b>	<b>\$198,585</b>	<b>\$63,788</b>	<b>\$162,623</b>
<b>April</b>	<b>1,200</b>	<b>\$114,000</b>	<b>\$95</b>	<b>130</b>	<b>\$191,230</b>	<b>\$61,425</b>	<b>\$138,655</b>
<b>May</b>	<b>1,200</b>	<b>\$114,000</b>	<b>\$95</b>	<b>130</b>	<b>\$191,230</b>	<b>\$61,425</b>	<b>\$138,655</b>
<b>June</b>	<b>1,150</b>	<b>\$115,000</b>	<b>\$100</b>	<b>125</b>	<b>\$183,875</b>	<b>\$59,063</b>	<b>\$127,938</b>
<b>July</b>	<b>1,100</b>	<b>\$110,000</b>	<b>\$100</b>	<b>125</b>	<b>\$183,875</b>	<b>\$59,063</b>	<b>\$132,938</b>
<b>August</b>	<b>1,100</b>	<b>\$110,000</b>	<b>\$100</b>	<b>130</b>	<b>\$191,230</b>	<b>\$61,425</b>	<b>\$142,655</b>
<b>September</b>	<b>1,100</b>	<b>\$99,000</b>	<b>\$90</b>	<b>125</b>	<b>\$183,875</b>	<b>\$59,063</b>	<b>\$143,938</b>
<b>October</b>	<b>1,300</b>	<b>\$117,000</b>	<b>\$90</b>	<b>130</b>	<b>\$191,230</b>	<b>\$61,425</b>	<b>\$135,655</b>
<b>November</b>	<b>1,450</b>	<b>\$123,250</b>	<b>\$85</b>	<b>135</b>	<b>\$198,585</b>	<b>\$63,788</b>	<b>\$139,123</b>
<b>December</b>	<b>1,400</b>	<b>\$119,000</b>	<b>\$85</b>	<b>135</b>	<b>\$198,585</b>	<b>\$63,788</b>	<b>\$143,373</b>
<b>TOTALS</b>	<b>14,620</b>	<b>1,354,289</b>	<b>\$93</b>	<b>1542.8</b>	<b>\$2,269,405</b>	<b>\$728,497</b>	<b>\$1,643,613</b>

Note -- Jan and Feb numbers are actual.

## SKYWEST AGREEMENT

	<u>Previous Contract</u>	<u>Proposed Contract</u>
<b>Total Contract</b>	<b>\$ 1,512,516.00</b>	<b>\$ 1,643,613.00</b>
State 81%	\$ 1,225,137.00	\$ 1,331,326.00
City / County 19%	\$ 287,379.00	\$ 312,286.00
Rock Springs 33%	\$ 94,835.07	\$ 103,054.38
Green River 22%	\$ 63,223.38	\$ 68,702.92
Sweetwater Co. 45%	<u>\$ 129,320.55</u>	<u>\$ 140,528.70</u>
	<u>\$ 287,379.00</u>	<u>\$ 312,286.00</u>



# Proclamation

Sweetwater County, Wyoming

**WHEREAS,** the young people of Sweetwater County, are tomorrow's leaders; and

**WHEREAS,** many such young people need professional youth services to help them reach their full potential ; and

**WHEREAS,** there are 17 Boys & Girls Club organizations in Wyoming – providing services to more than 14,576 young people annually; and

**WHEREAS,** Boys & Girls Clubs are places where great futures start. They are at the forefront of efforts in (Academic Success, Healthy Lifestyles, Good Character and Citizenship, The Arts and Sports Fitness and Recreation.)

**WHEREAS,** Boys & Girls Club organizations in our state help ensure that our young people keep off the streets, offering them a safe and supportive place to go and providing them with quality programs; and

**WHEREAS,** Boys & Girls Clubs of Sweetwater County will celebrate National Boys & Girls Club Week, 2012 along with some 4000 Clubs and more than 4.1 Million young people nationwide;

NOW, THEREFORE, I Wally Johnson, Chairman, of Sweetwater County Commissioners DO HEREBY PROCLAIM APRIL 15 THROUGH APRIL 21, 2012, AS BOYS & GIRLS CLUB WEEK IN WYOMING.

And call on all citizens to join with me in recognizing and commending the Boys & Girls Club organizations in our state for providing comprehensive, effective services to the young people in our communities.

Dated at Green River, Wyoming this 17<sup>th</sup> day of April 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

---

Reid O. West

Attest:

---

Steven Dale Davis, County Clerk





Sweetwater County Commissioners  
Sweetwater County Courthouse  
P. O. Box 730  
Green River, WY 82935

Dear Commissioners,

As part of the Events Complex preparation for the National High School Finals Rodeo the Events Complex will be furnishing two 40 meter x 70 meter x 4 meters clear span structures. The structures will be utilized to house the NHSFR tradeshow.

The Events Complex board has decided that there would be a long term benefit to acquire the structures for use during other outdoor events held throughout the year. To that purpose the Events Complex Board has solicited interest from a Municipal leasing company for the purpose of acquiring the structures under a lease purchase arrangement.

The leasing company has requested the Sweetwater County Commission sign the agreement along with the Events Complex Board. The Events Complex would be fully responsible for all incurred costs related to the lease-purchase of the structures.

This agreement would carry a 4.98% on a loan amount not to exceed \$724,500 with a payback over 5 years to be paid on a quarterly basis. Payments would be made from revenues generated from the rental of the structures.

The Events Complex is therefore requesting the Sweetwater Commission approve the co-signing of the lease purchase documents during regularly scheduled April 17<sup>th</sup> meeting.

Please let me know if you have any questions or need any other information prior to the April 17<sup>th</sup> meeting.

Sincerely,



Larry Lloyd  
Executive Director

## Sally Shoemaker

---

**From:** Sally Shoemaker  
**Sent:** Friday, April 13, 2012 11:58 AM  
**To:** Donald Van Matre; Gary Bailiff; John Kolb; Reid West; Wally Johnson - County Commissioners  
**Subject:** FW: the proposed Lease/Purchase Agreement for the Tent structure at the Events Complex  
**Attachments:** Sweetwater County Fair Board Lease Purchase Agreement 041212.pdf

Good afternoon.

On the agenda, you will notice that Larry Lloyd will be presenting an item titled "Tent Structure Lease". Unfortunately, the Lease agreement was not received prior to distribution of the packet.

Cliff has had the opportunity to review the lease and provide to us today.

So that each of you has the opportunity to review prior to the meeting, I've attached via email and will also print a hard copy out and place in the board room at your respective seats.

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:** Cliff Boevers - County Attorneys  
**Sent:** Friday, April 13, 2012 11:54 AM  
**To:** Sally Shoemaker  
**Subject:** the proposed Lease/Purchase Agreement for the Tent structure at the Events Complex

Hello, Sally: Per our discussion this morning, I have attached the proposed Lease/Purchase agreement that will likely be referenced in Larry Lloyd's discussion with the county commission.

**MASTER EQUIPMENT LEASE-PURCHASE AGREEMENT**

1. **Agreement.** Subject to the terms and conditions contained in this Master Equipment Lease-Purchase Agreement No. 120305 dated MAY 1, 2012 (this "Agreement"), MUNICIPAL ASSET MANAGEMENT, INC., as lessor ("Lessor"), whose mailing address is 25288 Foothills Drive North, Golden, CO 80401, hereby agrees to sell, transfer and lease to the BOARD OF COUNTY COMMISSIONERS OF SWEETWATER COUNTY, WYOMING, AS LESSEE ("LESSEE AND COUNTY"), FOR THE BENEFIT OF THE SWEETWATER COUNTY FAIR BOARD, SWEETWATER COUNTY, WYOMING ("FAIR BOARD"), whose mailing address is 3320 Yellowstone Road, Rock Springs, WY 82901, and Lessee agrees to acquire, purchase and lease from Lessor, the items of personal property (together with any replacement parts, additions, substitutions, repairs or accessories now or hereafter incorporated in or affixed to it, hereinafter referred to collectively as the "Equipment") described in each Equipment Schedule (hereinafter referred to as an "Equipment Schedule") that may from time to time be executed by Lessor and Lessee that specifically incorporates the terms and conditions of this Agreement by reference (any such Equipment Schedule hereinafter referred to as a "Lease"). Each Equipment Schedule (including the terms and conditions incorporated therein by reference) executed and delivered by Lessor and Lessee pursuant to this Agreement shall be considered a separate and independent Lease.

This Agreement is not a commitment by Lessor to enter into any Lease not currently in effect, and nothing in this Agreement shall impose, or be construed to impose, any obligation upon Lessor to enter into any proposed Lease, it being understood that whether Lessor enters into any proposed Lease shall be a decision solely within Lessor's discretion.

2. **Term.** The term of this Agreement begins as of the date hereof and shall continue so long as any amounts remain unpaid under a Lease. The term of each Lease shall commence on, and interest shall accrue from, the date identified in the related Equipment Schedule (the "Commencement Date") and shall continue for the number of months stated in such Equipment Schedule (the "Scheduled Term"), unless Lessee shall have terminated such Lease pursuant to Paragraph 3 or Paragraph 10 of this Agreement or Lessor shall have terminated such Lease pursuant to Paragraph 16 of this Agreement (the Scheduled Term upon its expiration or as so terminated is herein referred to as the "Lease Term"). Lessee authorizes Lessor to insert the applicable Commencement Date in each Equipment Schedule.

3. **Rental Payments.** Lessee agrees to pay the rental payments under each Lease for the applicable Lease Term in the amounts and on the dates identified in the related Equipment Schedule. Payment of all rental payments and other amounts payable under a Lease shall be made to Lessor at its above-stated address or as it shall otherwise designate in writing. As set forth in each Equipment Schedule, a portion of each rental payment under a Lease is paid as, and represents payment of, interest, and the balance of each rental payment is paid as, and represents payment of, principal.

Lessee, being a state or political subdivision thereof, is dependent upon receiving continued appropriations or other legally available funds to continue a Lease for its Scheduled Term. Notwithstanding any provision to the contrary in this Agreement, Lessee may terminate a Lease at the end of any fiscal period of Lessee as identified in the applicable Equipment Schedule (a "Fiscal Period") if sufficient funds are not appropriated by Lessee's governing body to pay rental payments and other amounts due under such Lease during the next succeeding Fiscal Period (an "Event of Nonappropriation"). Lessee hereby agrees to notify Lessor at least 30 days prior to the last day of its then current Fiscal Period of the occurrence of an Event of Nonappropriation under any Lease or, if nonappropriation has not occurred by that date, promptly upon the occurrence of an Event of Nonappropriation.

<p><b>ACCEPTED BY LESSOR:</b></p> <p>MUNICIPAL ASSET MANAGEMENT, INC., Lessor</p> <p>By: x _____          Print Name: <u>Paul E. Collings</u>          Title: <u>President</u>          Date: _____</p>	<p>THE UNDERSIGNED HEREBY AGREES TO ALL OF THE TERMS AND CONDITIONS AS SET FORTH ON THIS PAGE AND THE FOLLOWING 6 PAGES (7 pages in total) OF THIS MASTER EQUIPMENT LEASE-PURCHASE AGREEMENT</p> <p>BOARD OF COUNTY COMMISSIONERS OF SWEETWATER COUNTY, WYOMING, Lessee</p> <p>By: x _____          Print Name: _____          Title: _____          Date: _____</p> <p>SWEETWATER COUNTY FAIR BOARD, SWEETWATER COUNTY, WYOMING</p> <p>By: x _____          Print Name: <u>Larry Lloyd</u>          Title: <u>Executive Director</u>          Date: _____</p> <p>Lessee's signatory warrants that he/she is duly authorized to execute this Master Equipment Lease-Purchase Agreement for and on behalf of the above named Lessee.</p>
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Lessee represents and warrants that: (a) it has made sufficient appropriations or has other legally available funds to pay all rental payments under a Lease due during the first Fiscal Period under such Lease; (b) Lessee currently intends to do all things lawfully within its power to obtain appropriated funds for the payment of rental payments and other amounts required to be paid under each Lease in each next succeeding Fiscal Period for its Scheduled Term; and (c) Lessee acknowledges that Lessor has relied upon these representations as an inducement to enter into this Agreement and each Lease. If an Event of Nonappropriation under a Lease shall occur, Lessee agrees, at Lessee's sole cost and expense, peaceably to deliver the corresponding Equipment to Lessor at such location in the continental United States as is specified by Lessor, in the condition required by Paragraph 7 of this Agreement, on or before the effective date of termination.

Lessee's obligation to pay rental payments and any additional amounts payable under each Lease constitutes a current obligation payable exclusively from legally available funds and shall not be construed to be an indebtedness within the meaning of any applicable constitutional or statutory limitation or requirement.

4. **Essentiality.** Subject to Paragraph 3 of this Agreement, Lessee's present intention is to make rental payments for the Scheduled Term of each Lease as long as it has sufficient appropriations or other legally available funds. In that regard, Lessee represents that, with respect to each Lease, (a) the use and operation of the Equipment is essential to its proper, efficient and economic governmental operation and (b) the functions performed by the Equipment could not be transferred to other equipment available for its use. Lessee does not intend to sell or otherwise dispose of the Equipment or any interest therein prior to the conclusion of the Scheduled Term of the related Lease.

5. **Disclaimer of Warranties.** LESSEE REPRESENTS THAT IT HAS SELECTED THE EQUIPMENT PRIOR TO HAVING REQUESTED LESSOR TO FINANCE THE SAME. LESSEE AGREES THAT LESSOR HAS NOT MADE ANY, AND MAKES NO, REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING (WITHOUT LIMITATION) THE SUITABILITY OF THE EQUIPMENT, ITS DURABILITY, ITS FITNESS FOR ANY PARTICULAR PURPOSE, ITS MERCHANTABILITY, ITS CONDITION, ITS CAPACITY, ITS OPERATION, ITS PERFORMANCE, ITS DESIGN, ITS MATERIALS, ITS WORKMANSHIP AND/OR ITS QUALITY. AS BETWEEN LESSEE AND LESSOR, LESSEE LEASES, PURCHASES AND ACQUIRES THE EQUIPMENT "AS IS" "WHERE IS" AND "WITH ALL FAULTS." Lessor hereby assigns to Lessee, to the extent that it may lawfully do so, so long as no Event of Default and no Event of Nonappropriation shall have occurred and be continuing under a Lease, all rights and benefits that Lessor may have under any warranty, guaranty or the like which may be made with respect to the Equipment by the manufacturer, seller and/or supplier (collectively, the "Vendor") thereof. Lessor shall not be liable to Lessee or any third party for any loss, damage, injury or expense of any kind or nature caused directly or indirectly by any of the Equipment or the use or maintenance thereof or any defect therein, the failure of operation thereof or by any interruption of service or loss of use thereof or for any loss of business or damage whatsoever and howsoever caused. Lessor makes no warranty as to the treatment of any Lease for tax or accounting purposes or as to the compliance of the Equipment with applicable government regulations or requirements. Lessee agrees to look solely to the Vendor for any claim arising from any defect, breach of warranty, failure or delay in delivery, mis-delivery or inability to use the Equipment for any reason whatsoever and Lessee's obligations to Lessor under any Lease shall not in any manner be affected thereby, including (without limitation) Lessee's obligations to pay Lessor all rental payments and other amounts payable under the related Lease. Lessee has selected both the Equipment and the Vendor and acknowledges that Lessor has not participated in any way in Lessee's selection of the Equipment or the Vendor. Lessor has no obligation to install, erect, test, adjust, service or maintain the Equipment.

6. **Delivery and Acceptance; Quiet Enjoyment.** Lessee shall accept the Equipment upon its delivery and authorizes Lessor to insert on the Equipment Schedule the serial numbers and any additional description of the items of Equipment so delivered. As evidence of said acceptance, Lessee shall execute and deliver to Lessor a Certificate of Acceptance and Payment Request in the form attached as Exhibit A-1 to each Equipment Schedule. During the Lease Term of each Lease, Lessee shall be entitled to quiet enjoyment of the Equipment identified therein, subject to the terms of this Agreement.

7. **Use of Equipment; Maintenance and Repairs.** Lessee shall keep the Equipment within the State at the "Equipment Location" stated in the related Equipment Schedule and Lessee shall not remove any of the Equipment therefrom without Lessor's prior written consent. Lessee shall use the Equipment in a careful manner and shall at all times, at its sole expense, keep the Equipment in good operating condition, repair and appearance and comply with all laws, ordinances, regulations or requirements of any governmental authority, official, board or department relating to its installation, possession, use or maintenance. Lessee shall not make any alterations, additions, or improvements to the Equipment which are not readily removable without causing damage to or reducing the value of the Equipment. All alterations, additions, or improvements not readily removable shall become property of Lessor.

8. **Title to Equipment; Security Interest.** During the Lease Term of each Lease, title to the Equipment shall be vested in Lessee, subject to the rights of Lessor under such Lease. In the event Lessor terminates a Lease pursuant to Paragraph 16 of this Agreement or an Event of Nonappropriation occurs under a Lease, title to the related Equipment shall immediately vest in Lessor free and clear of any right, title or interest of Lessee. Lessee, at its expense, will protect and defend Lessee's title to the Equipment and Lessor's rights and interests therein and will keep the Equipment free and clear from any and all claims, liens,

encumbrances and legal processes of Lessee's creditors and other persons. Lessor shall have the right during normal hours, upon reasonable prior notice to Lessee, to enter upon the premises where the Equipment is located in order to inspect the Equipment.

To secure the performance of all of Lessee's obligations under each Lease, Lessee hereby grants to Lessor, and Lessor shall have and retain, a security interest constituting a first lien on the Equipment delivered under each respective Lease and on any proceeds therefrom. Lessee agrees to execute and deliver such additional documents, including, without limitation, opinions of counsel, notices and similar instruments, in form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain its security interest in the Equipment or for the confirmation or perfection of each Lease and Lessor's rights thereunder.

**9. Personal Property.** The Equipment shall be and remain personal property notwithstanding the manner in which it may be attached or affixed to realty. Lessee covenants that, unless Lessee owns the premises in which the Equipment is to be located and such premises are not subject to any mortgage or lease, at Lessor's request, Lessee shall provide Lessor with a waiver from each landlord and/or mortgagee of the premises in which the Equipment is to be located of any rights which such landlord and/or mortgagee may have in respect of any of the Equipment.

**10. Purchase of Equipment by Lessee; Prepayment.** At the option of Lessee, and provided that no Event of Default has occurred and is continuing under a Lease, Lessor's interest in all, but not less than all, of the Equipment subject to a Lease will be transferred, conveyed and assigned to Lessee, and such Lease shall terminate: (a) upon payment in full of the rental payments under such Lease and all other payments then due thereunder or (b) on any rental payment date under such Lease, provided Lessee shall have delivered written notice at least 30 days prior to such date of Lessee's intention to purchase the Equipment subject to such Lease pursuant to this provision, by paying to Lessor, in addition to the rental payment due on such date, an amount equal to the concluding payment (the "Concluding Payment") shown for such rental payment date in the rental payment schedule included in the applicable Lease. Lessee shall not have the option to purchase the Equipment under a Lease as provided in the foregoing clause (b) on any rental payment date under such Lease for which a Concluding Payment is not stated in the applicable rental payment schedule.

**11. Risk of Loss.** Lessee shall bear the entire risk of loss, theft, destruction of or damage to the Equipment or any part thereof from any cause whatsoever during the Lease Term of each Lease and thereafter until redelivery to a location designated by Lessor, and shall not be relieved of the obligation to pay rental payments or any other obligation thereunder because of any such occurrence. If (a) the Equipment or any portion thereof under a Lease is destroyed (in whole or in part) or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof under a Lease is taken under the exercise of the power of eminent domain, Lessee shall immediately notify Lessor. Lessee and Lessor shall cause the net proceeds of any insurance claim (including self-insurance) or condemnation award to be applied, at Lessor's option, to (i) the prompt repair, restoration, modification or replacement of the Equipment so affected or (ii) the payment in full of the then applicable Concluding Payment. Any balance of net proceeds remaining after completion of such work or payment of such Concluding Payment shall be paid promptly to Lessee. If the net proceeds are insufficient to pay the costs of such repair, restoration, modification or replacement or to pay such Concluding Payment in full, Lessee shall, at Lessor's direction, either complete the work or pay the then applicable Concluding Payment in full and in either case pay any cost in excess of the amount of net proceeds, but only from legally available funds.

**12. Insurance.** In the event Lessee is not self-insured (as hereafter provided), Lessee shall, at its expense, keep the Equipment fully insured against loss, fire, theft, damage or destruction from any cause whatsoever in an amount not less than the greater of (a) the total rental payments for the Scheduled Term of the applicable Lease, or (b) the full replacement cost of the Equipment without consideration for depreciation. Lessee shall also provide such additional insurance against injury, loss or damage to persons or property arising out of the use or operation of the Equipment as is customarily maintained by the owners of like property, with companies satisfactory to Lessor. Each policy shall provide that, as to the interest or coverage of Lessor or Lessor's assignee, the insurance afforded thereby shall not be suspended, forfeited or in any manner prejudiced by any default or by any breach of warranty, condition or covenant on the part of Lessee. If Lessee shall fail to provide any such insurance required under a Lease or, within ten (10) days after Lessor's request therefor, shall fail to deliver the policies or certificates thereof to Lessor, then Lessor, at its option, shall have the right to procure such insurance and to add the full cost thereof to the rental payment next becoming due, which Lessee agrees to pay as additional rent. All such insurance shall be in form, issued by such insurance companies and be in such amounts as shall be satisfactory to Lessor, and to the extent permitted by law, shall provide that losses, if any, shall be payable to Lessor as "loss payee," and all such liability insurance, to the extent permitted by law, shall include Lessor as an "additional insured." Lessee shall pay the premiums for such insurance and deliver to Lessor satisfactory evidence of the insurance coverage required under each Lease. Lessee hereby irrevocably appoints Lessor as Lessee's attorney-in-fact to make claim for, receive payments of and execute and endorse all documents, checks or drafts received in payment for loss or damage under any such insurance policy. If Lessee is self-insured with respect to equipment such as the Equipment under an actuarially sound self-insurance program that is acceptable to Lessor, Lessee shall maintain during the Lease Term of each Lease such actuarially sound self-insurance program and shall provide evidence thereof in form and substance satisfactory to Lessor.

**13. Fees; Taxes and Other Governmental Charges; Liens.** Lessee covenants and agrees at all times to keep the Equipment free and clear of all levies, liens (other than those created under the applicable Lease) and encumbrances, and to pay all charges, taxes and fees (including any recording or stamp fees or taxes) that may now or hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possession or use of the Equipment and shall give Lessor immediate written notice of any of the foregoing. If any of same shall remain unpaid when due, Lessor may pay same and add such payment to the rental payment next becoming due, as additional rent. Lessee shall execute and deliver to Lessor upon Lessor's request such further instruments and documents containing such other assurances as Lessor deems necessary or advisable for the confirmation or perfection of Lessor's rights under each Lease or to otherwise effectuate the intent of this Agreement and each Lease.

**14. Indemnification.** To the extent authorized by law, Lessee shall indemnify and save Lessor, its officers, employees, agents, servants, successors and assigns, harmless from any and all liabilities (including, without limitation, negligence, tort and strict liability), damages, expenses, claims, actions, proceedings, judgments, settlements, losses, liens and obligations, including (without limitation) attorneys' fees and costs, arising out of the ordering, purchase, delivery, rejection, non-delivery, ownership, selection, possession, leasing, renting, financing, operation, control, use, condition, maintenance, delivery, transportation, storage, repair, return or other disposition of the Equipment, any claims arising under federal, state or local environmental protection and hazardous substance clean up laws and regulations and any claims of patent, trademark or copyright infringement or, in the event that Lessee shall be in default under a Lease, arising out of the condition of any item of Equipment sold or disposed of after use by Lessee, including (without limitation) claims for injury to or death of persons and for damage to property. The indemnities, assumption of liabilities and obligations herein provided shall be payable solely from funds legally available for such purpose and shall continue in full force and effect notwithstanding the expiration, termination or cancellation of this Agreement or any Lease for any reason whatsoever.

**15. Assignment; Subleasing.** LESSEE SHALL NOT ASSIGN, PLEDGE, MORTGAGE, SUBLET OR OTHERWISE TRANSFER OR ENCUMBER ANY OF ITS RIGHTS UNDER THIS AGREEMENT, ANY LEASE, OR IN THE EQUIPMENT OR ANY PART THEREOF, NOR PERMIT ITS USE BY ANYONE OTHER THAN LESSEE AND ITS REGULAR EMPLOYEES AND THE SWEETWATER COUNTY FAIR BOARD AND ITS EMPLOYEES, WITHOUT LESSOR'S PRIOR WRITTEN CONSENT. ANY SUCH PURPORTED TRANSFER, ASSIGNMENT OR OTHER ACTION WITHOUT LESSOR'S PRIOR WRITTEN CONSENT SHALL BE VOID.

Lessor may, at any time and from time to time, assign, transfer or otherwise convey all or any part of its interest in the Equipment, this Agreement, and one or more Leases, including, but not limited to, Lessor's rights to receive the rental payments under a Lease or any part thereof (in which event Lessee agrees to make all rental payments thereafter to the assignee designated by Lessor) without the necessity of obtaining Lessee's consent, *provided, however,* Lessor will deliver to Lessee prior written notice of an assignment. No such assignment, transfer or conveyance shall be effective until Lessee shall have received a written notice of assignment that discloses the name and address of each such assignee. During the term of this Agreement, Lessee shall keep, or cause to be kept, a complete and accurate record of all such assignments with respect to each Lease in form necessary to comply with Section 149 of the Internal Revenue Code of 1986, as amended (the "Code"). Lessee agrees (unless otherwise stated), if so requested, to acknowledge each such assignment in writing within 15 days after request therefor in the form attached as Exhibit A-3 to each Equipment Schedule. Lessee further agrees that any moneys or other property received by Lessor as a result of any such assignment, transfer or conveyance shall not inure to Lessee's benefit.

**16. Events of Default; Remedies.** Each of the following events constitutes an "Event of Default" with respect to a Lease: (a) Lessee fails to pay in full the rental payment due under such Lease on any date upon which such rental payment is due; (b) Lessee fails to comply with any other agreement or covenant of Lessee under such Lease for a period of 30 days following receipt of written notice of violation of such agreement or covenant and demand that such violation be remedied; (c) Lessee institutes any proceedings under any bankruptcy, insolvency, reorganization or similar law or a receiver or similar officer is appointed for Lessee or any of its property; (d) any warranty, representation or statement made in writing by or on behalf of Lessee in connection with such Lease is found to be incorrect or misleading in any material respect on the date made; (e) actual or attempted sale, lease or encumbrance of any of the Equipment under such Lease or the making of any levy, seizure or attachment thereof or thereon; or (f) an Event of Default occurs under any other Lease.

Immediately upon the occurrence of an Event of Default under a Lease, Lessor may terminate the affected Lease and any other Lease or Lessee's rights thereunder and in any such event repossess the Equipment under such Lease or Leases, which Lessee hereby agrees, at its expense, to surrender promptly to Lessor at such location in the continental United States as Lessor shall direct. Such right of repossession and other rights as specifically provided in this Paragraph 16 shall constitute the sole remedies for Lessee's failure to make payments or otherwise perform its obligations when required under any Lease. If Lessor is entitled to repossess the Equipment under any provision of this Agreement, Lessee shall permit Lessor or its agents to enter the premises where the Equipment is then located. In the event of any such repossession, Lessee shall execute and deliver such documents as may reasonably be required to restore title to and possession of the Equipment to Lessor, free and clear of all liens and security interests to which the Equipment may have become subject. Upon repossession, if the Equipment is damaged or otherwise made less suitable for the purposes for which it was manufactured than when delivered to Lessee, Lessee agrees, at its option, to (a) repair and restore the Equipment to the same condition in which it was received by Lessee (reasonable wear and tear excepted) or (b) pay to Lessor the reasonable costs of such repair and restoration. In the event that Lessor sells or otherwise liquidates the

Equipment following an Event of Default or an Event of Nonappropriation as herein provided and realizes net proceeds (after payment of costs) in excess of total rental payments that would have been paid during the Scheduled Term plus any other amounts then due under the related Lease or Leases, Lessor shall immediately pay the amount of any such excess to Lessee.

If Lessor terminates a Lease under this Paragraph 16 or an Event of Nonappropriation occurs under a Lease and in either case Lessee continues to use the Equipment leased thereunder or if Lessee otherwise refuses to pay rental payments under a Lease due during a Fiscal Period for which Lessee's governing body has appropriated sufficient legally available funds to pay such rental payments due under a Lease, Lessor (i) may declare the rental payments due and owing for the Fiscal Period for which such appropriations have been made to be immediately due and payable and (ii) shall be entitled to bring such action at law or in equity to recover money and other damages attributable to such holdover period for the Equipment under such Lease.

Lessor shall also be entitled to exercise any or all remedies available to a secured party under the applicable Uniform Commercial Code and all other rights and remedies that Lessor may have at law or in equity. All rights and remedies of Lessor shall be cumulative and not alternative. Lessor's failure to exercise or delay in exercising any right or remedy shall not be construed as a waiver thereof, nor shall a waiver on one occasion be construed to bar the exercise of any right or remedy on a future occasion. Lessee agrees to reimburse Lessor for any expenses reasonably incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor, but only from legally available funds.

**17. Late Payments.** Whenever any rental payment or other amount payable to Lessor by Lessee under a Lease is not paid within ten (10) days after such due date, Lessee agrees to pay Lessor a late charge on the delinquent amount at the rate of one percent (1%) per month, or the maximum amount permitted under applicable law, whichever is less. Such amount(s) shall be payable solely from legally available funds in addition to all amounts payable by Lessee as a result of the exercise of any of the remedies herein provided.

**18. Rental Payments to Be Unconditional.** Except as expressly set forth in this Agreement (including Paragraph 3), Lessee agrees that as of the Commencement Date identified in the related Equipment Schedule, Lessee's obligations under each Lease are absolute and unconditional and shall continue without set-off, deduction, counterclaim, abatement, recoupment or reduction and regardless of any disability of Lessee to use the Equipment or any part thereof because of any reason including, but not limited to, war, act of God, governmental regulations, strike, loss, damage, destruction, obsolescence, failure of or delay in delivery or failure of the Equipment to operate properly.

**19. Tax Covenants.** Lessee agrees that it will not take any action that would cause the interest component of rental payments under any Lease to be or to become ineligible for the exclusion from gross income of the owner or owners thereof for federal income tax purposes, nor will it omit to take or cause to be taken, in a timely manner, any action which omission would cause the interest component of rental payments under any Lease to be or to become ineligible for the exclusion from gross income of the owner or owners thereof for federal income tax purposes. Lessee agrees to (a) execute and deliver to Lessor with respect to each Lease, upon Lessor's request, a tax certificate and agreement in form and content acceptable to Lessor and Lessee, relating to the establishment and maintenance of the excludability from gross income of the interest component of rental payments under such Lease for federal income tax purposes; and (b) complete and file in a timely manner an information reporting return with respect to each Lease as required by the Code.

Lessee represents that neither Lessee nor any agency or unit of Lessee has on hand any property, including cash and securities, that is legally required or otherwise restricted (no matter where held or the source thereof) to be used directly or indirectly to purchase the Equipment. Lessee has not and will not establish any funds or accounts (no matter where held or the source thereof) the use of which is legally required or otherwise restricted to pay directly or indirectly rental payments under a Lease.

If Lessee breaches the covenants contained in this Paragraph 19 as provided in a Lease, the interest component of rental payments under such Lease may become includible in gross income of the owner or owners thereof for federal income tax purposes. In such event, Lessee agrees to pay promptly after any such determination of taxability and on each rental payment date thereafter to Lessor an additional amount determined by Lessor to compensate such owner or owners for the loss of such excludability (including without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive (absent manifest error).

It is Lessor's and Lessee's intention that each Lease not constitute a "true" lease for federal income tax purposes and therefore, it is Lessor's and Lessee's intention that Lessee be considered the owner of the Equipment under each Lease for federal income tax purposes.

**20. Lessee Representations and Warranties.** Lessee hereby represents and warrants to and agrees with Lessor that:

(a) Lessee is a state or a political subdivision thereof within the meaning of Section 103(c) of the Code and will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as such.

(b) Lessee has the power and authority under applicable law to enter into the transactions contemplated by this Agreement and each Lease and has been duly authorized to execute and deliver this Agreement and each Lease and to carry out

its obligations hereunder and thereunder. Lessee has provided to Lessor a full, true and correct copy of a resolution or other appropriate official action of Lessee's governing body (a form of which is attached as Exhibit D hereto) specifically authorizing Lessee to execute and deliver this Agreement and each Lease and all documents contemplated hereby and thereby. Lessee has provided to Lessor a full, true and correct copy of an Incumbency Certificate in substantially the form attached as Exhibit B hereto relating to the authority of the officers who have executed and delivered this Agreement and who will execute and deliver each Lease and all documents in connection herewith and therewith on behalf of Lessee.

(c) All requirements have been met and procedures have occurred in order to ensure the enforceability of this Agreement and each Lease, and Lessee has complied with such public bidding requirements, if any, as may be applicable to the transactions contemplated by this Agreement and each Lease.

(d) Lessee is not subject to any legal or contractual limitation or provision of any nature whatsoever that in any way limits, restricts or prevents Lessee from entering into this Agreement or any Lease or performing any of its obligations hereunder or thereunder, except to the extent that such performance may be limited by bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.

(e) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, known to be pending or threatened against or affecting Lessee, nor to the best knowledge of Lessee is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by this Agreement, any Lease, or any other agreement or instrument to which Lessee is a party and which is used or contemplated for use in the consummation of the transactions contemplated by this Agreement or any Lease. All authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by Lessee of this Agreement and each Lease or in connection with the carrying out by Lessee of its obligations hereunder and thereunder have been obtained.

(f) The payment of the rental payments or any portion thereof under each Lease is not (under the terms of this Agreement or any Lease) directly or indirectly (i) secured by any interest in property used or to be used in any activity carried on by any person other than a state or local governmental unit or payments in respect of such property; or (ii) on a present value basis, derived from payments (whether or not to Lessee) in respect of property, or borrowed money, used or to be used in any activity carried on by any person other than a state or local governmental unit. The Equipment will not be used, directly or indirectly, in any activity carried on by any person other than a state or local government unit. No portion of the purchase price for the Equipment will be used, directly or indirectly, to make or finance loans to any person other than Lessee. Lessee has not entered into any management or other service contract with respect to the use and operation of the Equipment.

(g) The entering into and performance of this Agreement and each Lease will not violate any judgment, order, law or regulation applicable to Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of Lessee or on the Equipment pursuant to an indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which Lessee is a party or by which it or its assets may be bound, except as herein provided.

(h) Lessee's name as indicated on the first page of this Agreement is its true, correct and complete legal name.

(i) The useful life of the Equipment will not be less than the Scheduled Term of the related Lease.

(j) Lessee has entered into, or will enter into, each Lease for the purpose of purchasing, acquiring and leasing the Equipment and not for the purpose of refinancing any outstanding obligation of Lessee more than 90 days in advance of its payment or prepayment date. The purchase price for the Equipment has been or will be paid directly by Lessor to the Vendor, and no portion of the purchase price for the Equipment has been or will be paid to Lessee as reimbursement for any expenditure paid by Lessee more than 60 days prior to the execution and delivery of the applicable Lease.

(k) The application, statements and credit or financial information submitted by it to Lessor are true and correct and made to induce Lessor to enter into this Agreement and each Lease.

(l) During the term of this Agreement, Lessee shall (i) provide Lessor, no later than ten days prior to the end of each Fiscal Period (commencing with the current Fiscal Period), with current budgets or other proof of appropriation for the ensuing Fiscal Period and such other information relating to Lessee's ability to continue the Lease Term of each Lease for the next succeeding Fiscal Period as may be reasonably requested by Lessor and (ii) furnish or cause to be furnished to Lessor, at Lessee's expense, as soon as available and in any event not later than 180 days after the close of each Fiscal Period, the audited financial statements of Lessee at the close of and for such Fiscal Period, all in reasonable detail, audited by and with the report of Lessee's auditor.

(m) On the Commencement Date of each Lease, Lessee shall cause to be executed and delivered to Lessor an Opinion of Lessee's Counsel in substantially the form attached as Exhibit C hereto.

(n) Lessee has not previously failed (for whatever reason) to appropriate amounts sufficient to pay its obligations that are subject to annual appropriation.

(o) Lessee has experienced no material change in its financial condition since June 30, 2011.

**21. Execution in Counterparts; Chattel Paper.** This Agreement and each Lease may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument; *provided, however*, that only Counterpart No. 1 of each Lease (including the terms and conditions of this Agreement incorporated therein by reference) shall constitute chattel paper for purposes of the applicable Uniform Commercial Code.

**22. Applicable Law.** This agreement and each lease shall be construed under the laws of the State of Wyoming.

23. **Binding Effect; Severability; Survival.** This Agreement and each Lease shall not become effective until accepted by Lessor at its herein-described office, and upon such acceptance shall inure to and bind the parties, their successors, legal representatives and assigns. No provision of this Agreement or any Lease that may be construed as unenforceable shall in any way invalidate any other provision hereof or thereof, all of which shall remain in full force and effect.

24. **Miscellaneous Provisions.** Any notice to a party hereunder shall be deemed given when mailed to said party by certified mail, return receipt requested, at its address set forth herein or such other address as either may designate for itself in such notice to the other. This Agreement and each Lease constitute the entire mutual understanding of the parties regarding the subject matter hereof and thereof and may not be modified except in writing, signed by the party against whom such modification is asserted. Upon the request of Lessor, Lessee shall at any time and from time to time execute and deliver such further documents and do such further acts as Lessor may reasonably request in order fully to effect the purposes of each Lease and any assignment thereof. In the event a court with competent jurisdiction rules that the interest rate charged under a Lease exceeds the maximum rate of interest allowed by applicable law, then the effective rate of interest under such Lease shall be automatically reduced to the maximum lawful rate allowable under the applicable laws.

## EXHIBIT A

### MUNICIPAL ASSET MANAGEMENT, INC.

#### EQUIPMENT SCHEDULE

MASTER EQUIPMENT LEASE-PURCHASE AGREEMENT NO.: 120305

DATE OF MASTER EQUIPMENT LEASE-PURCHASE AGREEMENT: MAY 1, 2012

EQUIPMENT SCHEDULE NO.: 01

EQUIPMENT SCHEDULE DATE: MAY 1, 2012

LESSEE: BOARD OF COUNTY COMMISSIONERS OF SWEETWATER COUNTY, WYOMING FOR THE BENEFIT OF THE SWEETWATER COUNTY FAIR BOARD, SWEETWATER COUNTY, WYOMING

COMMENCEMENT DATE: MAY 1, 2012

SCHEDULED TERM (NUMBER OF MONTHS): SIXTY (60)

1. DESCRIPTION OF THE EQUIPMENT:

Two (2) 40m x 70m x 4m Clearspan tent structures with four (4) connective walkways  
*together with all accessories, attachments, substitutions and accessions, more fully described on the invoice attached hereto and made a part hereof..*

2. EQUIPMENT LOCATION: SWEETWATER COUNTY EVENTS COMPLEX, 3320 YELLOWSTONE ROAD, ROCK SPRINGS, WY 82901

3. RENTAL PAYMENT SCHEDULE:

The rental payments shall be made for the Equipment as follows:

Interest Rate: 4.99%

Pmt #	Payment Date	Principal Balance	Total Payment	Interest Portion	Principal Portion	Purchase Price *
		624,465.00				
1	1-Aug-12	596,781.69	35,473.51	7,790.20	27,683.31	632,111.06
2	1-Nov-12	568,753.03	35,473.51	7,444.85	28,028.66	600,746.28
3	1-Feb-13	540,374.71	35,473.51	7,095.19	28,378.32	569,177.62
4	1-May-13	511,642.37	35,473.51	6,741.17	28,732.34	537,403.76
5	1-Aug-13	482,551.60	35,473.51	6,382.74	29,090.77	505,423.38
6	1-Nov-13	453,097.92	35,473.51	6,019.83	29,453.68	473,235.12
7	1-Feb-14	423,276.81	35,473.51	5,652.40	29,821.11	440,837.64
8	1-May-14	393,083.68	35,473.51	5,280.38	30,193.13	408,229.57
9	1-Aug-14	362,513.89	35,473.51	4,903.72	30,569.79	375,409.55
10	1-Nov-14	331,562.74	35,473.51	4,522.36	30,951.15	342,376.21
11	1-Feb-15	300,225.48	35,473.51	4,136.25	31,337.26	309,128.14
12	1-May-15	268,497.28	35,473.51	3,745.31	31,728.20	275,663.96
13	1-Aug-15	236,373.27	35,473.51	3,349.50	32,124.01	241,982.27
14	1-Nov-15	203,848.52	35,473.51	2,948.76	32,524.75	208,081.64
15	1-Feb-16	170,918.02	35,473.51	2,543.01	32,930.50	173,960.67

16	1-May-16	137,576.71	35,473.51	2,132.20	33,341.31	139,617.90
17	1-Aug-16	103,819.47	35,473.51	1,716.27	33,757.24	105,051.91
18	1-Nov-16	69,641.11	35,473.51	1,295.15	34,178.36	70,261.23
19	1-Feb-17	35,036.37	35,473.51	868.77	34,604.74	35,244.42
20	1-May-17	0.00	35,473.51	437.14	35,036.37	0.00
TOTALS			709,470.20	85,005.20	624,465.00	

\*Assumes that all rental payments and additional rentals due on and prior to that date have been paid.

4. Lessee's current Fiscal Period extends from June 30, 2011 to June 29, 2012.
5. For purposes of this Schedule, "State" means the State of Wyoming.
6. The terms and provisions of the Master Equipment Lease-Purchase Agreement described above (other than to the extent that they relate solely to other Schedules or Equipment listed on other Schedules) are hereby incorporated into this Schedule by reference and made a part hereof.
7. Lessee hereby represents, warrants and covenants that (i) its representations, warranties and covenants set forth in such Master Equipment Lease-Purchase Agreement (particularly Paragraph 20 thereof) are true and correct as though made on the date of execution of this Schedule, and (ii) sufficient funds have been appropriated by Lessee for the payment of all rental payments due under this Schedule during Lessee's current Fiscal Period.
8. Interest, if any, accruing from the Commencement Date to the actual date of funding shall be retained by Lessor as additional consideration for entering into this Schedule No. 01.

BOARD OF COUNTY COMMISSIONERS OF SWEETWATER  
COUNTY, WYOMING,  
as Lessee

MUNICIPAL ASSET MANAGEMENT, INC.,  
as Lessor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Paul E. Collings  
Title: President

SWEETWATER COUNTY FAIR BOARD, SWEETWATER COUNTY, WYOMING

By: \_\_\_\_\_  
Name: Larry Lloyd  
Title: Executive Director

Counterpart No. \_\_\_\_ of \_\_\_\_ manually executed and serially numbered counterparts. To the extent that this Schedule constitutes chattel paper (as defined in the applicable Uniform Commercial Code), no security or ownership interest herein may be created through the transfer or possession of any Counterpart other than Counterpart No. 1.

EXHIBIT A-1

(TO EQUIPMENT SCHEDULE NO. 01)

CERTIFICATE OF ACCEPTANCE

The undersigned, as Lessee under that certain Master Equipment Lease-Purchase Agreement No. 120305 dated May 1, 2012 (the "Agreement"), which is incorporated by reference into that certain Equipment Schedule No. 01 dated May 1, 2012 (the "Lease"), each with Municipal Asset Management, Inc., as lessor ("Lessor"), hereby certifies:

1. The items of the Equipment identified in the Lease (the "Equipment") have been delivered and installed at the location(s) set forth therein.

2. A present need exists for the Equipment which need is not temporary or expected to diminish in the near future. The Equipment is essential to and will be used by Lessee only for the purpose of performing one or more governmental functions of Lessee consistent with the permissible scope of Lessee's authority.

3. The estimated useful life of the Equipment based upon the manufacturer's representations and Lessee's projected needs is not less than the term of lease with respect to the Equipment.

4. Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes as of the date of this Certificate.

5. The Equipment is covered by insurance in the types and amounts required by the Lease.

6. No Event of Default or Event of Nonappropriation, as such terms are defined in the Lease, and no event which with the giving of notice or lapse of time or both, would become an Event of Default or Event of Nonappropriation, has occurred and is continuing on the date hereof.

7. Sufficient funds have been appropriated by Lessee for the payment of all rental payments due under the Lease during Lessee's current Fiscal Period.

8. Based on the foregoing, Lessor is hereby authorized and directed to fund the acquisition of the Equipment set forth in the Lease by paying, or causing to be paid, the manufacturer(s)/vendor(s) the amounts set forth on the attached invoices.

9. The following documents are attached hereto and made a part hereof:

- (a) Equipment List;
- (b) Original Invoice(s); and
- (c) Copies of Certificate(s) of Origin, when applicable, designating Lessor as lienholder if any part of the Equipment consists of motor vehicles, and evidence of filing.

If Lessee paid an invoice prior to the commencement date of the Lease and is requesting reimbursement for such payment, also attach a copy of evidence of such payment together with a copy of Lessee's Declaration of Official Intent and other evidence that Lessee has satisfied the requirements for reimbursement set forth in Treas. Reg. 1.150-2.

Date: \_\_\_\_\_

BOARD OF COUNTY COMMISSIONERS OF SWEETWATER COUNTY, WYOMING, as Lessee

MUNICIPAL ASSET MANAGEMENT, INC., as Lessor

By: \_\_\_\_\_ Name: \_\_\_\_\_ Title: \_\_\_\_\_

By: \_\_\_\_\_ Name: Paul E. Collings Title: President

SWEETWATER COUNTY FAIR BOARD, SWEETWATER COUNTY, WYOMING

By: \_\_\_\_\_ Name: Larry Lloyd Title: Executive Director

**EXHIBIT A-2**

**(TO EQUIPMENT SCHEDULE NO. 01)**

**[ATTACH I.R.S. FORM 8038-G OR 8038-GC, AS APPROPRIATE]**

EXHIBIT A-4

(TO EQUIPMENT SCHEDULE NO. 01)

[complete only if Lessee is not self-insured]

Municipal Asset Management, Inc.  
25288 Foothills Drive North  
Golden, CO 80401

May 1, 2012

Re: Master Equipment Lease-Purchase Agreement No. 120305  
dated May 1, 2012 and Equipment Schedule No. 01 thereto

In connection with the above-referenced Equipment Schedule No. 01, Board of County Commissioners of Sweetwater County, Wyoming, as lessee (the "Lessee"), for the benefit of Sweetwater County Fair Board, Sweetwater County, Wyoming ("Fair Board") certifies that it has instructed the insurance agent named below (please fill in name, address, and telephone number):

Name of Agent: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

to issue:

X *Liability Insurance.* Lessee/Fair Board is required to maintain public liability insurance, personal injury and property damage with policy limits of \$500,000.00. To the extent permitted by law, the policy should be endorsed to name Municipal Asset Management, Inc. and/or its assigns as an additional insured.

X *Casualty Insurance.* Lessee/Fair Board is required to maintain all risk extended coverage, malicious mischief and vandalism insurance for the Equipment described in the above-referenced Equipment Schedule in the amount not less than the full replacement cost of the Equipment. To the extent permitted by law, such insurance shall be endorsed to name Municipal Asset Management, Inc. and/or its assigns as a co-loss payee with respect to such Equipment.

The required insurance should also be endorsed to give Lessor at least 30 days prior written notice of the effective date of any material alteration or cancellation of coverage, and an endorsement confirming that the interest of Lessor shall not be invalidated by any actions, inactions, breach of warranty or conditions or negligence of Lessee.

Proof of insurance coverage will be provided to Municipal Asset Management, Inc. and/or its assigns prior to the time that the Equipment is delivered to Lessee.

Very truly yours,

BOARD OF COUNTY COMMISSIONERS OF SWEETWATER  
COUNTY, WYOMING,  
as Lessee

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SWEETWATER COUNTY FAIR BOARD, SWEETWATER COUNTY, WYOMING

By: \_\_\_\_\_  
Name: Larry Lloyd  
Title: Executive Director

**EXHIBIT A-5**

**(TO EQUIPMENT SCHEDULE NO. 01)**

[complete only if Lessee is self-insured]

Municipal Asset Management, Inc.  
25288 Foothills Drive North  
Golden, CO 80401

May 1, 2012

Re: Master Equipment Lease-Purchase Agreement No. 120305  
dated May 1, 2012 and Equipment Schedule No. 01 thereto

In connection with the above-referenced Equipment Schedule No. 01, Board of County Commissioners of Sweetwater County, Wyoming, as lessee ("the Lessee") through the Sweetwater County Fair Board, Sweetwater County, Wyoming certifies that it participates in an actuarially sound self-insurance program for property damage and public liability risks.

The following is attached (check all that apply):

Letter from risk manager describing self-insurance program

Other evidence of Lessee's participation in self-insurance program

Very truly yours,

BOARD OF COUNTY COMMISSIONERS OF SWEETWATER  
COUNTY, WYOMING,  
as Lessee

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SWEETWATER COUNTY FAIR BOARD, SWEETWATER COUNTY, WYOMING

By: \_\_\_\_\_  
Name: Larry Lloyd  
TITLE: EXECUTIVE DIRECTOR

EXHIBIT A-6

(TO EQUIPMENT SCHEDULE NO. 01)

ESSENTIAL USE CERTIFICATE

Municipal Asset Management, Inc.  
25288 Foothills Drive North  
Golden, CO 80401

May 1, 2012

Re: Master Equipment Lease-Purchase Agreement No. 120305  
dated May 1, 2012 and Equipment Schedule No. 01 thereto

I, \_\_\_\_\_, a duly elected, appointed, or designated representative of the Board of County Commissioners of Sweetwater County, Wyoming, (the "Lessee") and I, \_\_\_\_\_ a duly elected, appointed or designated representative of the Sweetwater County Fair Board, Sweetwater County, Wyoming ("Fair Board"), are qualified to answer the questions set forth below regarding the Equipment to be acquired by Lessee in connection with the above-referenced Equipment Schedule No.01:

1. *What is the specific use of the Equipment?*
2. *What increased capabilities will the Equipment provide?*
3. *Why is the Equipment essential to your ability to deliver governmental services?*
4. *Does the Equipment replace existing equipment?  
(If so, please explain why your are replacing the existing equipment)*
5. *Why did you choose this specific Equipment?*
6. *For how many years do you expect to utilize the Equipment?*

Very truly yours,

BOARD OF COUNTY COMMISSIONERS OF SWEETWATER  
COUNTY, WYOMING  
as Lessee

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SWEETWATER COUNTY FAIR BOARD, SWEETWATER COUNTY, WYOMING

By: \_\_\_\_\_  
Name: Larry Lloyd  
TITLE: EXECUTIVE DIRECTOR

**EXHIBIT A-7**

**(TO EQUIPMENT SCHEDULE NO. 01)**

**BANK-QUALIFIED DESIGNATION**

BOARD OF COUNTY COMMISSIONERS OF SWEETWATER COUNTY, WYOMING, AS LESSEE (THE "LESSEE") FOR THE BENEFIT OF THE SWEETWATER COUNTY FAIR BOARD, SWEETWATER COUNTY, WYOMING, under Equipment Schedule No. 01 to which this Designation is attached, hereby designates Equipment Schedule No. 01 as a "qualified tax-exempt obligation" for the purposes and within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended. The Lessee hereby represents that the Lessee reasonably anticipates that the Lessee and other entities that the Lessee controls will not issue tax-exempt obligations (including Equipment Schedule No. 01) that exceed the aggregate principal amount of \$10,000,000 during the calendar year in which Equipment Schedule No. 01 is executed and delivered and interest commences to accrue thereunder.

This Designation is attached to and made a part of Equipment Schedule No. 01.

EXECUTED on \_\_\_\_\_, 2012.

BOARD OF COUNTY COMMISSIONERS OF SWEETWATER  
COUNTY, WYOMING,  
as Lessee

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SWEETWATER COUNTY FAIR BOARD, SWEETWATER COUNTY, WYOMING

By: \_\_\_\_\_  
Name: Larry Lloyd  
Title: Executive Director

**EXHIBIT B**

**INCUMBENCY CERTIFICATE**

I, \_\_\_\_\_, do hereby certify that I am the duly elected or appointed and acting Secretary/Clerk of the Board of County Commissioners of Sweetwater County, Wyoming, a County organized under the laws of the State of Wyoming, that I have custody of the records of such entity.

I hereby certify that, as of the date hereof, the individuals named below are the duly elected or appointed officers of such entity holding the offices set forth opposite their respective names. I further certify that:

- (i) The signatures set opposite their respective names and titles are their true and authentic signatures, and
- (ii) Such officers have the authority on behalf of such entity to:
  - a. Enter into that certain Master Equipment Lease-Purchase Agreement No. 120305 dated May 1, 2012 (the "Agreement") and Equipment Schedule No. 01 thereto dated May 1, 2012 (the "Schedule"), each between the Board of County Commissioners of Sweetwater County, Wyoming, as lessee, for the benefit of the Sweetwater County Fair Board, Sweetwater County, Wyoming, and Municipal Asset Management, Inc., as lessor, and
  - b. Execute Certificates of Acceptance and other documents relating to the Agreement and the Schedule.

NAME

TITLE

SIGNATURE

\_\_\_\_\_

IN WITNESS WHEREOF, I have duly executed this Certificate and affixed the seal of the Board of County Commissioners of Sweetwater County, Wyoming hereto this \_\_\_\_ day of \_\_\_\_\_, 2012.

[SEAL]

\_\_\_\_\_  
(Secretary/Clerk)

(other than the person signing the documents)

## EXHIBIT C

### OPINION OF LESSEE'S COUNSEL

(PLEASE FURNISH THIS TEXT ON ATTORNEY'S LETTERHEAD)

May 1, 2012

Municipal Asset Management, Inc.  
25288 Foothills Drive North  
Golden, CO 80401

Re: Master Equipment Lease-Purchase Agreement No. 120305 dated May 1, 2012 and Equipment Schedule No. 01 thereto

Ladies and Gentlemen:

As counsel for the Board of County Commissioners of Sweetwater County, Wyoming ("*Lessee*"), I have examined the Master Equipment Lease-Purchase Agreement No. 120305 duly executed by Lessee and dated May 1, 2012 (the "*Master Lease*"), which has been incorporated by reference into Equipment Schedule No. 01 dated May 1, 2012 ("*Equipment Schedule No. 01*"), each between Lessee and Municipal Asset Management, Inc., as lessor ("*Lessor*"), the form of the Certificate of Acceptance (the "*Certificate of Acceptance*") attached to Equipment Schedule No.01, and the proceedings taken by the governing body of Lessee to authorize on behalf of Lessee the execution and delivery of the Master Lease, Equipment Schedule No. 01, and the Certificate of Acceptance. The Master Lease, Equipment Schedule No. 01, and the related Certificate of Acceptance are herein collectively referred to as the "*Transaction Documents*." Based upon the foregoing examination and upon an examination of such other documents and matters of law as I have deemed necessary or appropriate, I am of the opinion that:

1. Lessee is a County duly organized and legally existing as a political subdivision, municipal corporation or other local government unit under the Constitution and laws of the State of Wyoming with full power and authority to enter into the Transaction Documents.
2. The Transaction Documents have each been duly authorized, executed and delivered by Lessee. Assuming due authorization, execution and delivery thereof by Lessor, the Transaction Documents constitute legal, valid and binding obligations of Lessee, enforceable against Lessee in accordance with their respective terms, subject to any applicable bankruptcy, insolvency, moratorium or other laws or equitable principles affecting the enforcement of creditors' rights generally.
3. The Equipment to be leased pursuant to the Lease constitutes personal property and when subjected to use by Lessee will not be or become a fixture under applicable law.
4. Lessee has complied with any applicable public bidding requirements in connection with the Transaction Documents and the transactions contemplated thereby. The resolution adopted by Lessee's governing body authorizing the execution and delivery of the Transaction Documents and certain other matters was adopted at a meeting that was held in compliance with all applicable laws relating to the holding of open and public meetings.
5. No litigation or proceeding is pending or, to the best of my knowledge, threatened to restrain or enjoin the execution, delivery or performance by Lessee of the Transaction Documents or in any way to contest the validity of the Transaction Documents, to contest or question the creation or existence of Lessee or its governing body or the authority or ability of Lessee to execute or deliver the Transaction Documents or to comply with or perform its obligations thereunder. There is no litigation pending or, to the best of my knowledge, threatened seeking to restrain or enjoin Lessee from annually appropriating sufficient funds to pay the rental payments or other amounts contemplated by the Lease. The entering into and performance of the Transaction Documents do not and will not violate any judgment, order, law or regulation applicable to Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of Lessee or on the Equipment (as such term is defined in the Master Lease) pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which Lessee is a party or by which it or its assets may be bound.
6. The correct legal name of Lessee for purposes of the Wyoming Commercial Code is the Board of County Commissioners of Sweetwater County, Wyoming.

This opinion may be relied upon by purchasers and assignees of Lessor's interests in the Lease.

Respectfully submitted,

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Attorney

## EXHIBIT D

### FORM OF AUTHORIZING RESOLUTION

A RESOLUTION OF THE GOVERNING BODY OF THE BOARD OF COUNTY COMMISSIONERS OF SWEETWATER COUNTY, WYOMING, AUTHORIZING THE EXECUTION AND DELIVERY OF A MASTER EQUIPMENT LEASE-PURCHASE AGREEMENT AND SEPARATE EQUIPMENT SCHEDULES WITH RESPECT TO THE ACQUISITION, PURCHASE, FINANCING AND LEASING OF CERTAIN EQUIPMENT FOR THE PUBLIC BENEFIT; AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION.

WHEREAS, The Board of County Commissioners of Sweetwater County, Wyoming, (the "Lessee") for the benefit of the Sweetwater County Fair Board, Sweetwater County, Wyoming (the "Lessee"), a body politic and corporate duly organized and existing as a political subdivision, municipal corporation or similar public entity of the State of Wyoming, is authorized by the laws of the State of Wyoming to purchase, acquire and lease personal property for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, the Lessee desires to purchase, acquire and lease certain equipment constituting personal property necessary for the Lessee to perform essential governmental functions; and

WHEREAS, in order to acquire such equipment, the Lessee proposes to enter into that certain Master Equipment Lease-Purchase Agreement (the "Agreement") and separate Equipment Schedules from time to time as provided in the Agreement with Municipal Asset Management, Inc. (the "Lessor"), the forms of which have been presented to the governing body of the Lessee at this meeting; and

WHEREAS, the governing body of the Lessee deems it for the benefit of the Lessee and for the efficient and effective administration thereof to enter into the Agreement and the separate Equipment Schedules as provided in the Agreement for the purchase, acquisition and leasing of the equipment to be therein described on the terms and conditions therein provided;

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the governing body of the Board of County Commissioners of Sweetwater County, Wyoming as follows:

*Section 1. Approval of Documents.* The form, terms and provisions of the Agreement and the separate Equipment Schedules as provided in the Agreement are hereby approved in substantially the forms presented at this meeting, with such insertions, omissions and changes as shall be approved by the \_\_\_\_\_ of the Lessee or other members of the governing body of the Lessee executing the same, the execution of such documents being conclusive evidence of such approval; and the \_\_\_\_\_ of the Lessee is hereby authorized and directed to execute, and the \_\_\_\_\_ of the Lessee is hereby authorized and directed to attest and countersign, the Agreement and each Equipment Schedule and any related Exhibits attached thereto and to deliver the Agreement and each Equipment Schedule (including such Exhibits) to the respective parties thereto, and the \_\_\_\_\_ of the Lessee is hereby authorized to affix the seal of the Lessee to such documents.

*Section 2. Other Actions Authorized.* The officers and employees of the Lessee shall take all action necessary or reasonably required by the parties to the Agreement and each Equipment Schedule to carry out, give effect to and consummate the transactions contemplated thereby (including the execution and delivery of Certificates of Acceptance and Payment Requests and any tax certificate and agreement, each with respect to separate Equipment Schedules, as contemplated in the Agreement) and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Agreement and each Equipment Schedule.

*Section 3. No General Liability.* Nothing contained in this Resolution, the Agreement, any Equipment Schedule nor any other instrument shall be construed with respect to the Lessee as incurring a pecuniary liability or charge upon the general credit of the Lessee or against its taxing power, nor shall the breach of any agreement contained in this Resolution, the Agreement, any Equipment Schedule or any other instrument or document executed in connection therewith impose any pecuniary liability upon the Lessee or any charge upon its general credit or against its taxing power, except to the extent that the rental payments payable under each Lease are special limited obligations of the Lessee as provided in such Lease.

*Section 4. Appointment of Authorized Lessee Representatives.* The \_\_\_\_\_ and \_\_\_\_\_ of the Lessee are each hereby designated to act as authorized representatives of the Lessee for purposes of the Agreement and each Equipment Schedule until such time as the governing body of the Lessee shall designate any other or different authorized representative for purposes of the Agreement and each Equipment Schedule.

*Section 5. Severability.* If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

*Section 6. Repealer.* All bylaws, orders and resolutions or parts thereof, inconsistent herewith, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed as reviving any bylaw, order, resolution or ordinance or part thereof.

*Section 7. Effective Date.* This Resolution shall be effective immediately upon its approval and adoption.

ADOPTED AND APPROVED by the governing body of the Lessee this \_\_\_\_ day of \_\_\_\_\_, 2012.

Board of County Commissioners of Sweetwater County,  
Wyoming,  
as Lessee

[SEAL]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED as to form:

\_\_\_\_\_  
Attorney

# Information Return for Tax-Exempt Governmental Obligations

▶ Under Internal Revenue Code section 149(e)

▶ See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.

OMB No. 1545-0720

<b>Part I Reporting Authority</b>		If Amended Return, check here <input type="checkbox"/>	
1 Issuer's name <b>Board of County Commissioners of Sweetwater County, Wyoming</b>		2 Issuer's employer identification number (EIN)	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address) <b>3320 Yellowstone Road</b>	Room/suite	5 Report number (For IRS Use Only) <b>3</b>	
6 City, town, or post office, state, and ZIP code <b>Rock Springs, WY 82901</b>		7 Date of issue <b>May 1, 2012</b>	
8 Name of issue <b>Master Equipment Lease-Purchase Agreement</b>		9 CUSIP number	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)		10b Telephone number of officer or other employee shown on 10a	

**Part II Type of Issue (enter the issue price).** See the instructions and attach schedule.

11 Education	11		
12 Health and hospital	12		
13 Transportation	13		
14 Public safety	14		
15 Environment (including sewage bonds)	15		
16 Housing	16		
17 Utilities	17		
18 Other. Describe ▶	18		
19 If obligations are TANs or RANs, check only box 19a		<input type="checkbox"/>	
If obligations are BANs, check only box 19b		<input type="checkbox"/>	
20 If obligations are in the form of a lease or installment sale, check box		<input type="checkbox"/>	

**Part III Description of Obligations.** Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21		\$	\$	years	%

**Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)**

22 Proceeds used for accrued interest	22		
23 Issue price of entire issue (enter amount from line 21, column (b))	23		
24 Proceeds used for bond issuance costs (including underwriters' discount)	24		
25 Proceeds used for credit enhancement	25		
26 Proceeds allocated to reasonably required reserve or replacement fund	26		
27 Proceeds used to currently refund prior issues	27		
28 Proceeds used to advance refund prior issues	28		
29 Total (add lines 24 through 28)	29		
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30		

**Part V Description of Refunded Bonds.** Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the bonds to be currently refunded	▶	_____ years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded	▶	_____ years
33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	▶	_____
34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	▶	_____

**Part VI Miscellaneous**

<p><b>35</b> Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) . . . . .</p> <p><b>36a</b> Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions) . . . . .</p> <p style="margin-left: 20px;"><b>b</b> Enter the final maturity date of the GIC ▶ _____</p> <p style="margin-left: 20px;"><b>c</b> Enter the name of the GIC provider ▶ _____</p> <p><b>37</b> Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units . . . . .</p> <p><b>38a</b> If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ <input type="checkbox"/> and enter the following information:</p> <p style="margin-left: 20px;"><b>b</b> Enter the date of the master pool obligation ▶ _____</p> <p style="margin-left: 20px;"><b>c</b> Enter the EIN of the issuer of the master pool obligation ▶ _____</p> <p style="margin-left: 20px;"><b>d</b> Enter the name of the issuer of the master pool obligation ▶ _____</p> <p><b>39</b> If the issuer has designated the issue under section 265(b)(3)(B)(i)(II) (small issuer exception), check box . . . . . ▶ <input type="checkbox"/></p> <p><b>40</b> If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box . . . . . ▶ <input type="checkbox"/></p> <p><b>41a</b> If the issuer has identified a hedge, check here ▶ <input type="checkbox"/> and enter the following information:</p> <p style="margin-left: 20px;"><b>b</b> Name of hedge provider ▶ _____</p> <p style="margin-left: 20px;"><b>c</b> Type of hedge ▶ _____</p> <p style="margin-left: 20px;"><b>d</b> Term of hedge ▶ _____</p> <p><b>42</b> If the issuer has superintegrated the hedge, check box . . . . . ▶ <input type="checkbox"/></p> <p><b>43</b> If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box . . . . . ▶ <input type="checkbox"/></p> <p><b>44</b> If the issuer has established written procedures to monitor the requirements of section 148, check box . . . . . ▶ <input type="checkbox"/></p> <p><b>45a</b> If some portion of the proceeds was used to reimburse expenditures, check here ▶ <input type="checkbox"/> and enter the amount of reimbursement . . . . . ▶ _____</p> <p style="margin-left: 20px;"><b>b</b> Enter the date the official intent was adopted ▶ _____</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;"><b>35</b></td> <td style="width: 50px;"></td> <td style="width: 50px;"></td> </tr> <tr> <td style="text-align: center;"><b>36a</b></td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;"><b>37</b></td> <td></td> <td></td> </tr> </table>	<b>35</b>			<b>36a</b>			<b>37</b>		
<b>35</b>										
<b>36a</b>										
<b>37</b>										

<b>Signature and Consent</b>	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.				
	Signature of issuer's authorized representative	Date	Type or print name and title		
<b>Paid Preparer Use Only</b>	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
	Firm's name ▶	Firm's EIN ▶			
	Firm's address ▶	Phone no.			



**RESOLUTION 12-04-CC-02**  
**SWEETWATER COUNTY, STATE OF WYOMING**

OPPOSING THE BLM'S 2012 OIL SHALE AND TAR SANDS PROGRAMMATIC  
ENVIRONMENTAL IMPACT STATEMENT, BLM PROJECT # WO-300-1310-PP-OSHL  
(HEREAFTER 2011 OSTS PEIS)  
FOR LANDS ADMINISTERED BY THE BLM IN COLORADO, UTAH AND WYOMING,

This Resolution is adopted in open meeting after due opportunity for public comment, by the Board of Commissioners of Sweetwater County, in order to redress the many violations of law, regulation, and policy by the BLM with respect to the BLM's 2012 OSTs PEIS.

**BACKGROUND**

As background to this Resolution, Sweetwater County recites the following grievances:

WHEREAS, On April 14, 2011, the BLM caused to be published in the Federal Register, Volume 76, No 72/Thursday, April 14, 2011, pages 21003-21005, a notice of intent to prepare the above-referenced 2012 OSTs PEIS; and

WHEREAS, the preliminary purpose and need statement in the notice of intent, states the PEIS will analyze removing from oil shale and tar sands leasing "All areas that the BLM has identified or may identify as a result of inventories conducted during this planning process, as lands containing wilderness characteristics[.]" *Id.*, at page 21004; and

WHEREAS, the notice of intent further states at page 21004:

Lands that the BLM identifies as having wilderness characteristics will be considered during this planning initiative, as described above, and consistent with Secretarial Order No. 3310, dated Dec. 22, 2010, and BLM Manuals 6301 and 6302. Future leasing of lands determined by the BLM to have wilderness characteristics, if compatible with the allocation decisions stemming from this initiative, will subsequently be assessed in accordance with BLM Manual 6303, as appropriate (i.e., where the BLM has not determined, consistent with BLM Manual 6302, whether the lands with wilderness characteristics at issue should be receive a wild lands designation, BLM Manual 6303 will apply); and

WHEREAS, this language documents the BLM's intent to implement, administer and/or enforce Secretarial Order 3310 and one or more of the BLM guidance manuals promulgated under Order 3310; and

WHEREAS, any attempt by the BLM to implement, administer and/or enforce Secretarial Order 3310, including any effort by the BLM to proceed further on the above-referenced Programmatic

EIS, violates the spending moratorium of Section 1769 of the April 21, 2011 Congressional Continuing Resolution to Fund Fiscal Year 2011 through September 30, 2011, which states:

For the fiscal year ending September 30, 2011, none of the funds made available by this division or any other Act may be used to implement, administer, or enforce Secretarial Order No. 3310 issued by the Secretary of the Interior on December 22, 2010; and

WHEREAS, this spending moratorium has been carried forward in all subsequent Congressional spending resolutions up to and including the current spending resolution; and

WHEREAS, the 2012 OSTTS PEIS, is an admitted attempt by the BLM to implement, administer and/or enforce Secretarial Order 3310 and its policies and objectives, all in violation of the Spending Moratorium of the 2011 Continuing Resolution; and

WHEREAS, the 2008 Oil Shale and Tar Sands Programmatic EIS (2008 OSTTS PEIS) was required under Section 369 (d) (1) of the Energy Policy Act of 2005 and was prepared in cooperation with 14 federal, state, and local governmental organizations; and

WHEREAS THE 2008 OSTTS PEIS was 3 years in the making, and it honored the input of a task force of Governors and other stakeholders as per requirement of the 2005 Energy Policy Act;

WHEREAS, the Record of Decision (ROD) for the 2008 OSTTS PEIS amended 10 land use plans in Colorado, Utah, and Wyoming to make approximately 2 million acres of public lands available for potential leasing and development of oil shale and approximately 430,000 acres available for tar sands leasing. Together with the regulations published in 2006 and 2008 for oil shale and tar sands resources, the 2008 OSTTS PEIS and subsequent land use amendments constituted a reasonable and rational establishment of an oil shale and tar sands program as mandated in the Energy Policy Act of 2005; and

WHEREAS, the oil shale and tar sands program to which the 2008 OSTTS PEIS and related regulations gave birth, was a reasonable response to the fact that oil shale and tar sands resources in the Green River Formation located in northeastern Utah, northwestern Colorado and southwestern Wyoming may reach 8 trillion barrels of oil; and

WHEREAS, the preferred alternative in the draft 2012 OSTTS PEIS drastically shrinks, diminishes and in many areas outright reverses virtually all of the lands made available for Oil Shale and Tar Sands development in 2008, and does so using the same data and science; and

WHEREAS, such a drastic reversal in lands available for Oil Shale and Tar Sands development between the 2008 PEIS and the 2012 preferred alternative, violates regulatory ran Task Force requirements of certainty for industry and investors; and

WHEREAS such a drastic reversal of lands available for Oil Shale and Tar Sands development in 2008, constitutes a de facto, piece-meal revision of previous BLM Resource Management Plans, in violation of the Section 202 Planning Process under FLPMA;

WHEREAS, the preferred alternative in the draft 2012 OSTTS PEIS entirely ignores the input of the task force and stakeholders which the 2005 Energy Policy Act directed the BLM to honor and follow; and moreover the draft 2012 OSTTS PEIS may well violate various memoranda of understanding (MOUs) with counties which require the BLM to publish the written input of cooperators who disagree with the preferred alternative;

WHEREAS the draft 2012 OSTTS PEIS preferred alternative significantly restricts the acreage allotted in the 2008 PEIS for research and development leasing;

WHEREAS the draft 2012 OSTTS PEIS preferred alternative threatens to arbitrarily undermine the process and the work utilized in creation of the 2008 OSTTS PEIS, and essentially dismantle a reasonable and rational oil shale and tar sands program in violation of Section 369 of the 2005 Energy Policy Act; and

WHEREAS, the 2012 OSTTS PEIS preferred alternative is the creature of a friendly lawsuit settlement agreement between the BLM and ideological opponents to oil shale development, and is therefore entirely pre-determined and pre-decisional in violation of NEPA, with no apparent rationale for revising the acreages approved in 2008; and

WHEREAS, the BLM has settled on a preferred alternative in the 2012 OSTTS PEIS admittedly without having first analyzed its impacts; BLM should be required to withdraw the preferred status of the alternative until it has performed this analysis; and

WHEREAS, the acreage approved for Oil Shale and Tar Sands development in the draft 2012 OSTTS PEIS preferred alternative bears no rational relationship to the stated purpose and need;

WHEREAS, the Department of Energy has basically abdicated the responsibility Congress placed upon it to defend and uphold a viable oil shale energy program in America, leaving it instead to the BLM encumbered by a host of anti-oil shale pro-wilderness groups steering BLM's every move;

WHEREAS, the alternative adopted in the ROD of the 2008 OSTTS PEIS is now the No Action Alternative of the draft 2012 OSTTS PEIS; and

WHEREAS, the 2008 OSTTS PEIS chosen alternative is consistent with the multiple use, sustained yield of the Federal Land Policy Management Act (FLPMA); and

WHEREAS, the 2008 OSTTS PEIS chosen alternative is consistent with county general plans and policies which call for responsible development of available energy resources; and

WHEREAS, the development and production of oil from oil shale has been proven beyond a doubt to be technologically and economically feasible; and

WHEREAS, this same technology to extract oil from the oil shale rock is not only economically feasible, *but it requires little to no consumption of water*, contrary to the myths which falsely claim that oil shale extraction requires large consumption of water resources; and

WHEREAS, the energy captured in the extract of oil from shale (natural gas capture, etc.,) more than makes up for energy consumed in that extraction process, thus dispelling the myth that the oil shale extraction process consumes more energy than it produces;

WHEREAS, the rising price of gasoline, coupled with ever increasing loss of good paying jobs due to the Administration's policies against energy development on western public lands, result in increasing hardships for families and the local economy, to the point where some fear the window of opportunity is about to close for a civil, lawful and orderly response as citizens feel more and more pressured and desperate financially; and

WHEREAS, the 2012 OSTTS PEIS improperly limits technology testing to strictly in situ efforts and does not allow for development of other technologies; and

WHEREAS, the BLM has left insufficient time for the public and cooperators to meaningfully comment on the public draft 2012 OSTTS PEIS by the present comment deadline of May 4, 2012, because a highly relevant commercial oil shale BLM regulation is not due to be published until May 15, 2012 and the public should have the right to view that regulation first and then submit comments on the draft 2012 OSTTS PEIS in light of that regulation; and

WHEREAS, the same problems with lack of consistency with local plans and policies and failure to honor the input of cooperators and all stakeholders, also besets many public lands EIS projects, in addition to the 2012 OSTTS PEIS. The cooperators from Utah and Wyoming have already unanimously requested for the No-Action alternative in the draft 2012 OSTTS PEIS become the preferred alternative.

## **RESOLUTION**

NOW THEREFORE, BE IT RESOLVED BY SWEETWATER COUNTY, STATE OF WYOMING AS FOLLOWS:

1. Sweetwater County declares the BLM's continuing to administer and carry out the 2012 OSTTS PEIS to be an open contempt and flaunting of the Congressional Spending Moratorium first imposed in the 2011 Continuing Resolution and carried forward in all subsequent Congressional spending resolutions up to and including the present;
2. Sweetwater County calls upon the BLM to cease all further activities with respect to administering and carrying out the 2012 OSTTS PEIS, because doing so constitutes an open contempt and violation of the Congressional Spending Moratorium against implementing, administering and/or enforcing Secretarial Order 3310, which Spending Moratorium was first imposed in the 2011 Continuing Resolution and carried forward in all subsequent Congressional spending resolutions up to and including the present;
3. Sweetwater Count calls upon the BLM to immediately cease and desist all activities related to the above-referenced 2012 OSTTS PEIS and immediately publish a revised notice in the

Federal Register signifying its cessation of all work on the Programmatic EIS in obedience to the above-quoted Spending Moratorium. Otherwise, the BLM would be in contempt of Congress;

4. Should BLM continue to go forward with the 2012 OSTTS PEIS regardless of these grievances, the only legally, viable alternative would be if the BLM adopted the No-Action Alternative, which is identical to the Alternative chosen in the ROD of the 2008 OSTTS PEIS;

5. The BLM should extend the May 4, 2012 deadline for public comment on the draft 2012 OSTTS PEIS at least 30 days after publication of the expected oil shale regulation due to be published on or around May 15, 2012.

6. The BLM should honor the input of cooperators, particularly if they are local governments, as required by Section 202(c)(9) of FLPMA, in all matters, not just with respect to the 2012 OSTTS PEIS.

BOARD OF COUNTY COMMISSIONERS

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Wally J. Johnson, Chairman

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Gary Bailiff, Commissioner

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John K. Kolb, Commissioner

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Don Van Matre, Commissioner

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Reid West, Commissioner

ATTESTED TO:

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Steven Dale Davis, County Clerk  
Sweetwater County, Wyoming