

**NOTICE - SWEETWATER COUNTY  
BOARD OF COUNTY COMMISSIONERS  
WILL MEET IN REGULAR SESSION  
Tuesday, June 5, 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: 5-15-12
  - F . ACCEPTANCE OF BILLS
    - 1 . Approval of County Vouchers/Warrants
    - 2 . Approval of Bonds
    - 3 . Approval of Abates/Rebates
  - G . PUBLIC HEARING
    - 1 . Liquor License Transfer- Los Cabos Inc. dba/ Cruel Jack's Restaurant
    - 2 . Fire Marshall Budget Amendment
    - 3 . CDC Remodel Budget Amendment
    - 4 . Discuss Ambulance Service in SWCO

**COMMISSIONER COMMENTS/REPORTS**

**9:15**

**COUNTY RESIDENT CONCERNS**

**10:05**

**ACTION/PRESENTATION ITEMS**

- 10:15** A . GPS Purchase Approval
- 10:30** B . Industrial Development Revenue Bonds/UR-Energy Inc. Project
- 11:15** C . Request for Budget Amendment-Elections
- 11:30** D . Compensation for Election Judges and County Boards
- 11:45** E . Board Appointment- Predatory Animal Board

**11:50** F . Permitting of Pari-Mutuel Racing and Wagering in SWCO

**LUNCH**

**PLANNING AND ZONING- PUBLIC HEARING**

**1:30** 1 . Ramona Allen- Home Occupation Permit, Type III- Packing Night Crawlers

**ACTION/PRESENTATION ITEMS CONTINUED**

**1:45** G . Jail Maintenance

**2:00** H . Yellowstone Turning Lane

**2:05** I . Professional Engineering Consultant for Yellowstone Road Lighting

**2:10** J . Professional Engineering Consultant for 2012 Paint Striping

**2:15** K . Request to re-staff Deputy County Attorney Position Created by Judge Soule's Retirement

**2:25** L . Cooperative Agreement between the Wyoming Dpt. of Family Services Child Support Enforcement and the SWCO Clerk of Court for the District Court

**2:35** M . Request the Approval of the 2012 Mineral Royalty Grant Application Review for the Eden Valley Solid Waste Disposal District

**2:45** N . Request the Approval of the FY 2011 Juvenile Accountability Block Grant MOU

**2:50** O . Discussion Relative to VSO MOU and Budgetary Commitment

**3:10** P . Filing of Formation Petition

**OTHER**

**EXECUTIVE SESSION(S) AS NEEDED**

**ADJOURN**



**PUBLIC NOTICE**

**THE  
SWEETWATER COUNTY COMMISSION  
WILL HOLD A PUBLIC HEARING  
DURING THEIR REGULARLY  
SCHEDULED MEETING ON  
TUESDAY, JUNE 5, 2012  
AT 8:30 A.M.**

**AT  
80 WEST FLAMING GORGE WAY  
SUITE 115  
GREEN RIVER, WY 82935**

**THE PURPOSE OF THE PUBLIC HEARING  
IS TO DISCUSS CONTRACT WITH  
SWEETWATER MEDICS FOR  
ROCK SPRINGS, WYOMING 911 CALLS**

May 15, 2012  
Green River, WY

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

**Approval of Agenda**

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

**Approval of Minutes 5-1-12**

*Commissioner Kolb moved to approve the minutes dated 5-1-12. Commissioner Bailiff seconded the motion.* With no discussion, the motion was approved unanimously.

**Acceptance of Bills**

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

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

WARR#	NAME	DEPT	
48517	Bank Of The West	Gen Accts	947.03
8	Canon Financial Services	Coop Ext/4H	340.19
9	Capital Business Systems	Clk, Treas	83.74
48520	Centurylink	Shrf, Co Atrny, Grants Proj, GR Cir Court, IT Dept, Clk Dist Crt, Flt Veh Main, Comm Dev&Eng, Human Resour, Purchasing, Grants Admin, RS Off Bld A, Fire Marshal	178.15
1	Centurylink	Commiss, Clk, Treas, Assess, Juv Prob, Road & Bridg, Elect, Shrf Emg Mgt, RS Mnt/C Pur, Comm Nur-Hom	1,221.74
2	Rock Springs Municipal Ut	Fire Marshal, RS Rd & Brdg, RS Veh Maint, Thmpsn Bld A, RS Off Bld A, Att Bld 731C, Facil 731C C, Shrf Dtn Mnt, JV 731 Bld D, UNKNOWN DEPT	3,453.06
3	Rocky Mtn Power	GR JV Maint, GR Cir Court, GR Fcl Mt CH, Comm Dev&Eng, GR Rsvlt Mai	10,536.40
4	Staples Credit Plan	Treas, Co Atrny, GR Fcl Mt CH, Purchasing	148.34
5	Sweetwater Television Co	Shrf, Shrf Emg Mgt	75.95
6	Union Telephone Company Inc	Elect	43.31
7	USPS - Hasler	Gen Co Admin	6,000.00
8	Verizon Wireless	Fire Marshal, Shrf Emg Mgt	309.29
48529	West Side Water & Sewer District	RS Mnt/C Pur, Shrf Dtn Mnt	2,199.50
48531	Bank Of The West	Gen Accts	187.59
2	Bridger Valley Electric Assn	Fire Marshal	27.81
3	Capital Business Systems	Co Atrny, Shrf Emg Mgt	132.19
4	Centurylink	Commiss, Juv Prob, Grants Proj, Flt Veh Main, Elect, Comm Dev&Eng, Human Resour, Purchasing, Grants Admin, RS Off Bld A, Fire Marshal, Comm Nur-Hom	344.66
5	Centurylink	Clk, Treas, Assess, Shrf, Co Atrny, GR Cir Court, IT Dept, Shrf Dtn Mnt, Clk Dist Crt, Road & Bridg, Shrf Emg Mgt, Vet Services	919.15
6	City Of Green River	GR Fcl Mt CH, GR Cir Court, GR Rsvlt Mai, GR Wrhs Main, GR Rd & Brdg, GR JV Maint	1,596.49
7	Directv	Shrf Emg Mgt	18.00
8	Questar Gas	GR JV Maint, GR Fcl Mt CH, GR Cir Court, GR Rsvlt Mai, GR Wrhs Main, GR Rd & Brdg	3,420.96
9	Rocky Mtn Power	RS Rd & Brdg, Shrf Dtn Mnt, RS Mnt/C Pur, Comm Dev&Eng	7,477.71
48540	Sweetwater Television Co	Shrf Dtn Mnt	102.13
1	Union Telephone Company Inc	Assess, Clk, Shrf Emg Mgt, Grants Admin, Co Atrny, Clk Dist Crt, GR Fcl Mt CH, Land Use, Purchasing, Vet Services, Shrf	347.90
2	Union Telephone Company Inc	Co Atrny, Commiss, IT Dept, Coroner,	

		GR Fcl Mt CH, Fire Marshal, Comm Dev&Eng, Land Use, Purchasing, Road & Bridg, Juv Prob	2,505.64
3	Union Telephone Company Inc	Shrf Dtn Mnt, Shrf	2,860.05
4	WCTA	Treas	70.00
5	Wyoming Dept Of Workforce Svcs	Fire Marshal, Shrf Dtn Mnt	10,346.75
6	Wyoming Waste Services	RS Veh Maint, RS Off Bld A, Thmpsn Bld A, RS Mnt/C Pur, Shrf Dtn Mnt	1,143.52
7	Ace Hardware	GR Fcl Mt CH, Shrf Dtn Mnt, Shrf	293.06
8	Ace Hardware	Purchasing, GR Fcl Mt CH	180.16
9	Ace Hardware #11263-C	GR Fcl Mt CH	131.33
48550	Advanced Medical Imaging	Coroner, Shrf Dtn Mnt	203.00
1	Airgas Intermountain Inc	Road & Bridg	51.43
2	Alcohol & Drug Testing Svc	Road & Bridg, Employee Ben, Shrf, Shrf Dtn Mnt	967.00
3	All Pro Turbo Lining	Shrf	825.00
4	Allen MDPC, Patrick C	Coroner	1,040.00
5	Allen, Cheryl	Vet Services	247.53
6	Applied Logic Corporation	IT Dept	289.00
7	Arnell Jr., Gary B.	Clk Dist Crt	690.00
8	Arnell Jr., Gary B.	Clk Dist Crt	1,970.00
9	Arnell Jr., Gary B.	Clk Dist Crt	3,060.00
48560	Arnell Jr., Gary B.	Clk Dist Crt	3,260.00
1	Auto Parts Unlimited	Flt Veh Main	365.56
2	Autospa Inc	GR Fcl Mt CH, Shrf	89.90
3	Bailliff, Gary M	Commiss	424.67
4	Battery Systems	Flt Veh Main	90.97
5	Bing Enterprize	Shrf Dtn Mnt	700.00
6	Bitter Creek Brewing	Co Atrny	46.08
7	Bottom Line Marketing LLC	Shrf	342.25
8	Boudreault, Denise	Vet Services	148.35
9	Boudreault, Denise	Vet Services	80.00
48570	Brady Industries LLC	GR Fcl Mt CH	289.14
1	Buckboard Marina	Shrf	203.59
2	Carrier Corporation	GR Fcl Mt CH, Shrf Dtn Mnt	4,447.72
3	Castillon D.D.S., A. Bryce	Shrf Dtn Mnt	354.00
4	City Auto Sales	Flt Veh Main	1,154.30
5	City Auto Sales	Flt Veh Main	377.64
6	City Of Rock Springs	Shrf Dtn Mnt	25.00
7	City Of Rock Springs	Animal Cntrl	1,710.42
8	Climb Wyoming	Grants Proj	515.02
9	Climb Wyoming	Grants Proj	8,104.09
48580	Contractors Hvac Supply	GR Fcl Mt CH	1,940.08
1	Copier & Supply Co Inc	Clk Dist Crt, Shrf	815.10
2	Copier & Supply Co Inc	Shrf Dtn Mnt	197.96
3	Crum Electric Supply Co Inc	IT Dept	253.04
4	Culligan Bottled Water	GR Cir Court, Vet Services, Co Atrny	154.00
5	Culligan Soft Water Service	Shrf Dtn Mnt	262.50
6	Cummins Rocky Mountain LLC	GR Fcl Mt CH	2,590.87
7	D & L Excavation Inc	Shrf Dtn Mnt	1,434.00
8	Dell Marketing L P	GR Fcl Mt CH, IT Dept, Clk	3,029.42
9	Desert View Animal Hospital	Shrf	92.95
48590	Digitech Services Inc	Shrf Dtn Mnt	29.90
1	Division Of Criminal Inve	Employee Ben	15.00
2	Electrical Connections, Inc	Shrf Dtn Mnt	1,212.96
3	Employers Council Service	Employee Ben	50.00
4	F B McFadden Wholesale Co	Shrf Dtn Mnt	243.29
5	F B McFadden Wholesale Co	Shrf Dtn Mnt	5,128.93
6	Fedex	Co Atrny, Shrf	137.17
7	Fremont Motor Rock Spring	Flt Veh Main	249.91
8	Global Equipment Company	GR Fcl Mt CH	178.50
9	Golden Hour Senior Citize	Senior Cntrs	22,862.72
48600	Govconnection Inc	IT Dept, Purchasing	2,730.97
1	Grainger	Shrf Dtn Mnt	10.21
2	Green River Star	Treas	30.00
3	Greenwood Mapping Inc	Capital Proj	945.00
4	Group Link.NET	IT Dept	6,116.25
5	Harton P C, Steve	Clk Dist Crt	1,553.90
6	Holiday Inn Express - Cas	IT Dept	178.00
7	Homax Oil Sales, Inc.	Flt Veh Main	1,360.45
8	Horizon Laboratory LLC	Coroner	1,008.25
9	Hose & Rubber Supply	GR Fcl Mt CH	49.29
48610	Ibarra, Josefina	Coop Ext/4H	196.10
1	IBC Wonder / Hostess	Shrf Dtn Mnt	591.72
2	IBS Incorporated	Flt Veh Main	172.18
3	Industrial Solutions Inc	GR Fcl Mt CH	685.00
4	Industrial Supply	Purchasing, Road & Bridg, GR Fcl Mt CH, Assess, Shrf Dtn Mnt	536.63
5	Inmate Services Corporation	Shrf Dtn Mnt	413.00
6	ISC Inc	IT Dept	16,595.79
7	J & S Solar Products	Flt Veh Main	160.00

8	Ja Sexauer	Shrf Dtn Mnt	1,124.40
9	Johnson, Brett	Co Atrny	126.05
48620	Johnson, Wally J.	Commiss	240.28
1	K-Motive & Sports	Grants Proj	28,356.24
2	Kroschel, Faith	Coop Ext/4H	335.22
3	Lincare Inc	Shrf Dtn Mnt	416.00
4	Little America - Cheyenne	Clk Dist Crt	154.00
5	Lujan, Catalina F	Clk Dist Crt	60.00
6	Marchal, Krisena	Grants Admin	255.60
7	Mathey Law Office	Co Atrny	1,500.00
8	Mathey Law Office - Assig	Clk Dist Crt	366.66
9	McFarland, Kelly D	Vet Services	130.13
48630	McKee Foods Corporation	Shrf Dtn Mnt	350.88
1	Meadow Gold Dairy	Shrf Dtn Mnt	1,207.58
2	Medicalproducts Ltd Inc	Coroner	875.47
3	Model Service Inc	Shrf Dtn Mnt	34.00
4	Moore Medical, LLC	Purchasing, GR Fcl Mt CH	1,522.69
5	Motorola	Grants Proj	293,460.21
6	Mountain Bay Scuba 06	Shrf Emg Mgt	110.00
7	Mountain States Employers	Human Resour	4,700.00
8	National Animal Control	Animal Cntrl	125.00
9	National Business Furnitu	Enhd 911	520.65
48640	National Business Systems	Treas, Assess	4,864.97
1	National Society Of Prof	Comm Dev&Eng	195.00
2	Net Transcripts Inc	Co Atrny	70.20
3	Nicholas & Company	Shrf Dtn Mnt	2,933.36
4	Nutech Specialities Inc	Flt Veh Main	19.95
5	Office Depot Inc	Co Atrny	2,234.98
6	Office Max Inc	Shrf Dtn Mnt	631.76
7	Outlaw Inn - Best Western	Vet Services	158.00
8	Phillips, Bonnie	FnMgt	370.51
9	Pineda, Bobby Wayne	Public Defnd, Clk Dist Crt	1,320.00
48650	Pm Autoglass Inc	Flt Veh Main	380.00
1	Public Defender	Public Defnd	7,500.00
2	Quill Corporation	Purchasing, GR Fcl Mt CH, Assess, Grants Admin, Shrf, Shrf Dtn Mnt, Co Atrny, Treas, Comm Dev&Eng	154.56
3	Quill Corporation	Grants Admin, Flt Veh Main, Vet Services, IT Dept, Assess, Shrf, Shrf Dtn Mnt, Clk, Clk Dist Crt, Grants Proj	573.13
4	Quill Corporation	Assess, Shrf Dtn Mnt, Co Atrny, Comm Dev&Eng, Clk Dist Crt	1,538.54
5	R & D Sweeping & Asphalt	GR Fcl Mt CH	4,425.14
6	Real Kleen Inc	Shrf Dtn Mnt	228.60
7	Restaurant & Store Equipm	Shrf Dtn Mnt	293.99
8	Rock Springs Newspapers Inc	Gen Co Admin, Gen Accts, Human Resour	2,239.85
9	Rock Springs Newspapers Inc	Gen Co Admin Land Use, Grants Proj, Comm Dev&Eng	2,873.83
48660	Rock Springs Newspapers Inc	Dev&Eng	1,317.01
1	Rock Springs Newspapers Inc	Grants Proj	9.51
2	Rock Springs Newspapers,	Shrf	165.90
3	Rock Springs Winlectric Co	GR Fcl Mt CH	52.05
4	Rock Springs Winnelson Co	Shrf Dtn Mnt	717.26
5	Rocky Mountain Climate Co	Coroner	253.60
6	Rocky Mountain Propane	Farson R & B	696.88
7	Ron's Ace Rentals	GR Fcl Mt CH	1,263.00
8	Sage Creek Bagels	Grants Proj	468.74
9	Sears - Rock Springs	GR Fcl Mt CH	30.98
48670	Secretary Of State	Shrf	30.00
1	Shadow Mountain Water Of	Vet Services	26.00
2	Sirius Xm Radio Inc	Shrf	51.99
3	Skaggs Companies	Shrf	303.41
4	Smyth Printing Inc	Animal Cntrl, Clk, Shrf, Juv Prob	1,491.23
5	Snap On Tools	Flt Veh Main	1,118.00
6	Sterling Communications	Shrf Dtn Mnt, Shrf	2,030.69
7	Sw-Wrap	Grants Proj	1,482.57
8	Sweetwater Co Clerk Dist	Land Use	20.00
9	Sweetwater Co Events Comp	Grants Proj	13,020.00
48680	Sweetwater Co School Dist	Grants Proj	3,497.55
1	Sweetwater County	Grants Proj	4,985.42
2	Sweetwater County Health	Comm Nur-Hom	198,000.00
3	Sweetwater Family Resourc	Grants Proj	2,000.00
4	Sweetwater Medical Group	Co Atrny	266.65
5	Sweetwater Plumbing & Heat	GR Fcl Mt CH	28.00
6	Sweetwater Transit Authority	Transport	29,580.00
7	Sweetwater Trophies	Clk Dist Crt	48.99
8	Swick's Matco Tools	Flt Veh Main	571.04
9	Swisher Hygiene Franchise	Shrf Dtn Mnt	683.36
48690	Tegeler & Associates	Co Atrny	100.00
1	The Hon Company	Assess, Enhd 911	13,287.19
2	The Tire Den Inc	Flt Veh Main	921.08
3	The Ups Store - #3042	Shrf Dtn Mnt, Shrf	102.35

4	Tubbs MD LLC, Kennon C	Shrf Dtn Mnt	4,000.00
5	U S Foodservice Inc	Shrf Dtn Mnt	462.00
6	United Site Services Of N	Shrf Dtn Mnt, RS R&B Lagoo, Wamsuttr R&B	433.73
7	University Of Wyoming	Coop Ext/4H	33,665.00
8	Van Matre, Don	Commiss	441.09
9	Vehicle Lighting Solution	Flt Veh Main	435.55
48700	VIRS	Human Svcs	4,706.08
1	Weimer, Jack	Shrf Emg Mgt	270.00
2	Western Relief, LLC	Shrf Dtn Mnt	780.00
3	Western States Chem	Shrf Dtn Mnt	365.93
4	Western Wyoming Community	GR Fcl Mt CH	650.00
5	Whisler Chevrolet Company	Flt Veh Main	231.63
6	White Mountain Lumber	Comm Dev&Eng	199.50
7	Williams Scotsman Inc	Shrf	283.29
8	Wingate Inn - Sheridan	Commiss	385.00
9	Workwright Software Inc	IT Dept	375.00
48710	Wyoming Assn Of Sheriffs	Shrf	500.00
1	Wyoming Stationery	Enhd 911	793.00
2	YWCA Of Sweetwater County	Grants Proj	3,848.27
GRAND TOTAL			864,347.45

The following unlisted warrants are payroll warrants: 48513-48516, 48530

TAXPAYER	TAX AMOUNT	TAXPAYER	TAX AMOUNT
SM&H INVESTMENTS	-111.32	ROUTH KENNY	-19.68
SM&H INVESTMENTS	-104.88	ROUTH KENNY	-19.30
SM&H INVESTMENTS	-89.96	ROUTH KENNY	-20.74
SM&H INVESTMENTS	-81.28	MOON MELISSA K	-20.64
SM&H INVESTMENTS	-74.64	MOON MELISSA K	-21.74
SM&H INVESTMENTS	-68.78	MOON MELISSA K	-23.20
SM&H INVESTMENTS	-62.06	MOON MELISSA K	-21.18
SM&H INVESTMENTS	-57.18	MOON MELISSA K	-22.00
SM&H INVESTMENTS	52.78	MOON MELISSA K	-22.22
SM&H INVESTMENTS	-50.98	MOON MELISSA K	-22.30
SM&H INVESTMENTS	-38.64	MOON MELISSA K	-19.20
SM&H INVESTMENTS	-38.88	MOON MELISSA K	-18.86
SM&H INVESTMENTS	-39.40	MOON MELISSA K	-20.34
SM&H INVESTMENTS	-42.90	WILCOX DOYLE & KATHY	-50.10
SM&H INVESTMENTS	-42.32	WILCOX DOYLE & KATHY	-50.56
SM&H INVESTMENTS	-43.02	WILCOX DOYLE & KATHY	-55.22
CORE EXPRESS	-1,304.42	WILCOX DOYLE & KATHY	-47.96
CORE EXPRESS	-3,481.04	WILCOX DOYLE & KATHY	-51.24
CORE EXPRESS	-1,563.00	WILCOX DOYLE & KATHY	-51.42
JIM PIERCE	-425.74	WILCOX DOYLE & KATHY	-51.72
JIM PIERCE	-220.90	WILCOX DOYLE & KATHY	-58.92
LAGNIAPPE INTEREST INC	-493.36	WILCOX DOYLE & KATHY	-53.14
SURVIVOR OIL & GAS	-12,569.30	WILCOX DOYLE & KATHY	-52.28
LYNPAJ INC	-22.94	SMITH TROY D JR	-27.46
LYNPAJ INC	-26.44	SMITH TROY D JR	-28.72
LYNPAJ INC	-25.22	SMITH TROY D JR	-30.82
LYNPAJ INC	-25.06	SMITH TROY D JR	-28.14
ROUTH KENNY	-25.74	SMITH TROY D JR	-27.88
ROUTH KENNY	-21.48	SMITH TROY D JR	-28.26
ROUTH KENNY	-22.02	SMITH TROY D JR	-28.14
ROUTH KENNY	-24.12	SMITH TROY D JR	-25.28
ROUTH KENNY	-22.08	SMITH TROY D JR	-15.34
ROUTH KENNY	-22.62	SMITH TROY D JR	-16.42
ROUTH KENNY	-22.62	MONTER HERMAN	-449.48
ROUTH KENNY	-22.82	MONTER HERMAN	-434.88
		MONTER HERMAN	-422.22

## Public Hearing

### Budget Amendment- Fire Marshall

Account Manager Bonnie Phillips presented Resolution 12-05-CL-03. Public Works Director John Radosevich was present for discussion. Following a lengthy discussion, Chairman Johnson opened the public hearing. Hearing no comments, the hearing was closed. *Commissioner Van Matre moved to support Resolution 12-05-CL-03, Sweetwater County Budget Amendment in the amount of \$39,576. Commissioner Kolb seconded the motion.* Following a roll call vote, the motion was defeated with Commissioner Kolb, Commissioner West and Commissioner Bailiff voting nay.

## Commissioner Comments/Reports

### Commissioner Van Matre

Commissioner Van Matre reported that he met with the following department representatives: Museum Director Ruth Lauritzen, IT Director Tim Knight, VSO Director Denise Boudreaux and Grants Manager Krisena Marchal. Commissioner Van Matre further reported that he toured the Circuit Court facility and attended the Rock Springs 6<sup>th</sup> cent meeting, Juvenile Service Board and the Federal Natural Resource Management meetings.

**Commissioner Kolb**

Commissioner Kolb reported that he attended the following meetings: Rock Springs 6<sup>th</sup> cent meeting, Planning and Zoning and the Airport Board. Commissioner Kolb discussed the sheriff's maintenance needs. Following discussion, Chairman Johnson requested Facilities Manager Chuck Radosevich to discuss jail maintenance needs with Sheriff Haskell and for both of them to present during the next board meeting.

**Commissioner Bailiff**

Commissioner Bailiff reported that he toured the Circuit Court facility and attended the Rock Springs 6<sup>th</sup> cent meeting. Commissioner Bailiff further reported that he met with the following departments: maintenance shop, road and bridge, purchasing, county fire department and attended the Tripartite and Star Transit Board meetings. Commissioner Bailiff requested Deputy County Attorney Cliff Boevers to research if overage collected from the 6<sup>th</sup> cent tax could be utilized to amend the scope of the CDC building project.

**Commissioner West**

Commissioner West reported that he attended the Memorial Hospital of Sweetwater County Board meeting and the Insurance Committee meeting. Commissioner West further reported that he, along with Chairman Johnson, met with Hospice and Sweetwater Medics. Chairman Johnson requested that a public hearing be advertised to discuss ambulance service in Sweetwater County during the June 5, 2012 Board of County Commissioner meeting.

**Chairman Johnson**

Chairman Johnson reported that he attended the Ozone Committee and testified on the Seedskadee property transfer, ravens and the Rock Springs RMP at the Joint Legislative Federal Natural Resource Management meeting.

**Break**

Chairman Johnson called for a ten minute break.

**County Resident Concerns**

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

**Action/Presentation Items**

**FY 2013 Budget Requests Filing**

Account Manager Bonnie Phillips presented the FY 2013 budget requests filing. Following discussion, *Commissioner Kolb made a motion to accept the filing. Commissioner Van Matre seconded the motion.* With no discussion, the motion was approved unanimously.

**Application for Deposit of Public Funds**

County Treasurer Robb Slaughter presented and requested approval for the application for deposit of public funds. Following discussion, *Commissioner West so moved.* Chairman Johnson restated the motion to accept Rocky Mountain Bank as the recipient of public funds. *Commissioner Kolb seconded the motion.* With no discussion, the motion was approved unanimously.

**Proclamation to Support Foster Month and Request Authorization to Display Banner**

Department of Family Services Foster Care Coordinator Carmelinda Cornell presented a proclamation to support foster month and requested authorization to display a banner in front of the courthouse. *Commissioner Bailiff so moved. Commissioner West seconded the motion.* With no discussion, the motion was approved unanimously.

**PROCLAMATION**

**FOSTER CARE MONTH**

- WHEREAS: The family, serving as the primary source of love, identity, self-esteem, and support is the very foundation of our communities and our State; and
- WHEREAS: As of April 2012 there were 144 children and youth in the foster care system In Sweetwater County. 56 of these children were being provided with a safe, secure, and stable home along with the compassion and nurture of a foster family; and
- WHEREAS: Foster families who open their homes and hearts to children whose families are in crisis, play a vital role in helping our children and families heal and reconnect and launching children into successful adulthood; and
- WHEREAS: Dedicated foster families frequently adopt foster children, resulting in a greater need for more foster families; and
- WHEREAS: There are numerous individuals, public and private organizations who work to increase public awareness of the needs of children in and leaving foster care as well as the enduring

and valuable contribution of foster parents, and the foster care “system” is only as good as those who choose to be part of it.

NOW, THEREFORE, I, Wally J. Johnson, CHAIRMAN OF THE COUNTY COMMISSIONER’S OF SWEETWATER COUNTY, WYOMING, DO HEREBY PROCLAIM THE MONTH OF MAY, 2012 as:

FOSTER CARE MONTH

in Sweetwater County, Wyoming and urge all citizens to volunteer their talents and energies on behalf of children in foster care, foster parents, and the child welfare professional staff working with them during this month and throughout the year.

Dated at Green River, Wyoming this 15th of May, 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, Member

ATTEST:

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

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**Community Cleanup Update**

Land Use Director Eric Bingham updated the commission on the Clearview Acres Community Cleanup and requested \$1,000 for advertisement costs. *Commissioner Bailiff moved to approve the advertisement costs of \$1,000. Commissioner West seconded the motion.* With no discussion the motion was approved unanimously.

**2012 Annual Operating and Financial Plan between the SWCO Sheriff’s Office & the USDA Forest Service (Ashley National Forest)**

Sheriff Haskell presented the 2012 Annual Operating and Financial Plan between the SWCO Sheriff’s Office & the USDA Forest Service (Ashley National Forest). Following discussion, *Commissioner Bailiff so moved. Commissioner Van Matre seconded the motion.* With no discussion, the motion was approved unanimously.

Sheriff Haskell clarified that his deputies do not patrol inside city limits but are responsible for serving jury summons, protection orders and warrants to residents who may reside within city limits.

**Quitclaim Deed for New Hampshire**

Public Works Director John Radosevich presented the quitclaim deed for New Hampshire Street, Rock Springs, Wyoming and requested a motion to approve and authorize the Chairman to sign. Following discussion, *Commissioner Kolb made a motion to accept the quitclaim deed. Commissioner Van Matre seconded the motion.* With no discussion, the motion was approved unanimously.

**Consent to Assign BLM Right of Way Grant WYW081805 for Highway 430 to WYDOT**

Public Works Director John Radosevich presented the Consent to Assign BLM Right of Way Grant WYW081805 for Highway 430 to WYDOT and requested a motion to approve and authorize the Chairman to sign. Following discussion, *Commissioner Bailiff moved to authorize the Chairman to sign the consent letter. Commissioner Van Matre seconded the motion.* Following further discussion, the motion was approved unanimously.

**Amended Right of Way for Hiawatha Rd CR 4-25**

Public Works Director John Radosevich requested to table the Amended Right of Way for Hiawatha Road CR 4-25 to allow time for discussion with the Dickenson family. Following discussion, Chairman Johnson entertained a motion to table until such time as comments come back from the Dickenson family. *Commissioner West so moved. Commissioner Kolb seconded the motion.* With no discussion, the motion was approved unanimously.

**Forest Service Maintenance Agreement**

Public Works Director John Radosevich presented the Forest Service Maintenance Agreement. Following discussion, Chairman Johnson expressed his desire to table the item and to direct Mr. Radosevich to consult with the Conservation District. *Commissioner West moved to table. Commissioner Van Matre seconded the motion.* Following further discussion, the motion was approved with Commissioner Kolb voting nay.

**Wildland Fire Management Annual Operating Plan (tabled on 5-1-12)**

Chairman Johnson entertained a motion to un-table the Wildland Fire Management Annual Operating Plan that was tabled on May 1, 2012. *Commissioner Kolb made a motion to un-table. Commissioner West seconded the motion.* With no discussion, the motion was approved unanimously. Public Works Director John Radosevich presented the Wildland Fire Management Annual Operating Plan. Human Resources Director Garry McLean was present to answer questions relative to liability and reimbursement expenses. Following discussion, Chairman Johnson entertained a motion to approve the Wyoming State Forestry Division Sweetwater County Interagency Cooperative Fire Management Agreement and authorize the Chairman to sign. *Commissioner West so moved. Commissioner Van Matre seconded the motion.* With no discussion, the motion was approved unanimously.

**Award of CMAQ 2011 Chip Seal Project**

Public Works Director John Radosevich presented the 2011 CMAQ Chip Seal Project and requested authorization to award the project to Lewis & Lewis, Inc. in the amount of \$407,781.63 and authorize the Chairman to sign all necessary documents. Following discussion, Chairman Johnson entertained a motion to approve the request. *Commissioner West so moved. Commissioner Bailiff seconded the motion.* With no discussion, the motion was approved unanimously.

**Award of 2012 Chip Seal Project**

Public Works Director John Radosevich presented the 2012 Chip Seal Project and requested authorization to award the project to Lewis & Lewis, Inc. in the amount of \$599,335.18 and authorize the Chairman to sign all necessary documents. *Commissioner Bailiff so moved. Commissioner West seconded the motion.* With no discussion, the motion was approved unanimously.

**MOU with City of Rock Springs for 2012 Railroad Crossing Pavement Marking Contract**

Public Works Director John Radosevich presented the MOU between Sweetwater County and the City of Rock Springs for 2012 Railroad Crossing Pavement Marking Contract and requested a motion to approve and authorize the Chairman to sign. *Commissioner Kolb made a motion to approve the Memorandum of Understanding between the Sweetwater County Commission and the City of Rock Springs and authorize the Chairman to sign. Commissioner Van Matre seconded the motion.* With no discussion, the motion was approved unanimously.

**Break**

Chairman Johnson called for a five minute break.

**Health Insurance Recommendation**

Human Resources Director Garry McLean presented the Health Insurance Committees renewal recommendations. Following discussion, Chairman Johnson entertained a motion to accept the recommendation of the health insurance committee as supported by Commissioner West. *Commissioner West so moved. Commissioner Kolb seconded the motion.* With no discussion, the motion was approved unanimously.

**Public Hearing**

**Establish Proposed Precinct Boundaries**

County Clerk Dale Davis presented Resolution 12-05-CL-04, Establish Precinct Boundaries. Following discussion, Chairman Johnson opened the public hearing. Rock Springs City Council Representative Glennise Wendorf and Representative Joe Barbuto were present to clarify the proposed precinct boundaries. Hearing no further comments the hearing was closed. *Commissioner West moved to approve Resolution 12-05-CL-04. Commissioner Kolb seconded the motion.* With no discussion, the motion was approved unanimously.

**RESOLUTION 12 - 05 - CL - 04**

WHEREAS, it has been recommended to the Board of County Commissioners of Sweetwater County to consolidate one election precinct, being Election District 3 Precinct 1 with Election District 3 Precinct 2 and Election District 3 Precinct 5; and added Election District 5 Precinct 4 and Election District 10 Precinct 7; and changed boundaries in Election District 1 Precinct 1, Election District 3 Precinct 2, Election District 3 Precinct 3, Election District 5 Precinct 2, Election District 5 Precinct 3, Election District 6 Precinct 2, Election District 6 Precinct 4, Election District 7 Precinct 1, Election District 7 Precinct 2, Election District 9 Precinct 2, Election District 19 Precinct 1, Election District 20 Precinct 1, Election District 21 Precinct 1, Election District 23 Precinct 1, Election District 25 Precinct 1; and

WHEREAS, these election precincts will be modified, in order to comply with the State Senate and House Districts and eliminate a Carbon County School District and Sweetwater County School District split; and

WHEREAS, pursuant to State Statute 22-7-102, notice of the proposed changes was given to the chairperson of each political party in the county; and

WHEREAS, the notice describing the proposed changes was duly published according to law, and pursuant to the published notice, a public hearing was held to consider the proposed changes; and

WHEREAS, it appears to be in the best interest of the greatest number of county electors involved that the proposed changes in election district and precinct boundaries be adopted; and

WHEREAS, the changes made are pursuant to and incorporated in exhibit "A" as set forth and as depicted on the maps;

NOW THEREFORE BE IT RESOLVED that the attached exhibit "A" will comprise of these changes to the election districts and precincts for Sweetwater County;

BE IT FURTHER RESOLVED, that the County Clerk in and for Sweetwater County, shall send a certified copy of this resolution to the Wyoming Secretary of State and to the county chairperson of each political party within five (5) days of the date of this resolution and will notify, by mail, all affected registered electors what their district and precinct will be.

Dated this 15th day of May, 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, Member

ATTEST:

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

\*\*\*\*\*

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

**Resolution to Determine Number of Precinct Committeemen and Women for Affected Precincts**

County Clerk Dale Davis presented Resolution 12-05-CL-05. Following discussion, Chairman Johnson entertained a motion to approve Resolution 12-05-CL-05. *Commissioner Bailiff so moved to approve. Commissioner Van Matre seconded the motion.* Following further discussion, the motion was approved unanimously.

**RESOLUTION 12 - 05 - CL - 05**

WHEREAS, pursuant to State Statute 22-4-101, [i]f a precinct boundary line is changed for any reason, the county commissioners shall determine the number of precinct committeemen and committeewomen to which the affected precinct is entitled; and

WHEREAS, [i]n any general election year in which a new plan of legislative districts is required, the number of precinct committeemen and committeewomen shall be one (1) committeeman and one (1) committeewoman for each two hundred fifty (250) votes or major fraction thereof of voters registered in that political party at the time election districts are adopted by the county commissioners as provided in State Statute 22-7-101, provided that no precinct shall be entitled to less than one (1) precinct committeeman or precinct committeewoman,

NOW THEREFORE BE IT RESOLVED the following affected District 1 Precinct 1, District 3 Precinct 3, District 3 Precinct 5, District 5 Precinct 3, District 5 Precinct 4, District 6 Precinct 2, District 6 Precinct 4, District 7 Precinct 2, District 9 Precinct 2, District 10 Precinct 5, District 10 Precinct 7, District 19 Precinct 1, District 20 Precinct 1, District 21 Precinct 1, District 23 Precinct 1, and District 25 Precinct 1 each shall be entitled to one (1) precinct committeeman and one (1) precinct committeewoman for the Republican and Democratic parties; District 5 Precinct 2 and District 7 Precinct 1 each shall be entitled to two (2) precinct committeemen and two (2) committeewomen for the Republican party, District 3, Precinct 2, District 5 Precinct 2 each shall be entitled to two (2) precinct committeemen and two (2) precinct committeewomen for the Democratic party, District 3 Precinct 2 shall be entitled to one (1) precinct committeeman and one (1) committeewoman for the Republican party and District 7 Precinct 1 shall be entitled to one (1) precinct committeeman and one (1) committeewoman for the Democratic party.

Dated this 15th day of May, 2012

THE BOARD OF COUNTY COMMISSIONERS  
OF SWEETWATER COUNTY, WYOMING

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

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

ATTEST:

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

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

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

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

\*\*\*\*\*

**Lunch**

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

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

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

After coming out of executive session, ***Commissioner Bailiff moved to authorize the County Attorney to proceed with legal action against a zoning violation and file an injunction for noncompliance. Commissioner Kolb seconded the motion.*** With no discussion, the motion was approved unanimously.

Chairman Johnson explained that he will be out of town during the week of May 21, 2012 and appointed Commissioner West as acting Chairman in his absence.

**Adjourn**

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

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

THE BOARD OF COUNTY COMMISSIONERS  
OF SWEETWATER COUNTY, WYOMING

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

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

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

ATTEST:

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

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

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

\*\*\*\*\*

	DATE	AMOUNT
EAL	5/18/2012	483,823.86
EAL	5/25/2012	72,030.60
EAL	5/29/2012	875,906.49
EAL	6/1/2012	61,725.65
EAL	6/5/2012	722,371.34
EAL		

Payroll Net 943,414.28 Payroll Checks : 48513-16,48530,48733-93

TOTAL AMOUNT \$3,159,272.22

Vouchers in the above amount are hereby approved and ordered paid this date of 06/05/2012

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

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

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

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

Attest:

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

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

**Authorization for Bonds**

**6-5-12**

Josephine Ann Zakotnik      Eden-Farson Cemetery District-Treasurer      \$5,000.00

THE BOARD OF COUNTY COMMISSIONERS  
FOR SWEETWATER COUNTY, WYOMING

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

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

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

Attest:

\_\_\_\_\_  
Donald Van Matre, Member

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

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

Wyoming



# Western Surety Company

## OFFICIAL BOND AND OATH

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 51948902

That we Josephine Ann Zakotnik

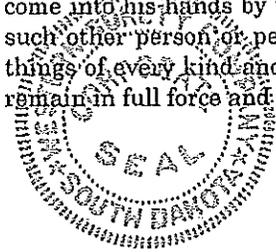
of Eden, Wyoming, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Wyoming, as Surety, are held and firmly bound unto Eden-Farson Cemetary District, the State of Wyoming

sum of Five Thousand and 00/100 DOLLARS (\$ 5,000.00), to which payment well and truly to be made, we bind ourselves and our legal representatives, jointly and severally, firmly by these presents.

Dated this 9th day of April, 2012

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden  
Appointed   
Principal was duly Elected  to the office of Treasurer  
in the Eden-Farson Cemetary District  
and State aforesaid for the term beginning July 1, 2012, and ending  
July 1, 2013.

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



Josephine Ann Zakotnik  
Principal

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

2012-342	MERIT ENERGY CO	59308	120	-10,149,794	2009	-655,798.50
2012-342	MERIT ENERGY CO	59369	150	-927,241	2009	-67,328.84
2012-348	OCI WYOMING CO	49424	200	-1,314,240	2006	-89,372.26
2012-331	BP AMERICA PROD CO	62880	100	-71	2010	-4.54
2012-331	BP AMERICA PROD CO	62880	100	-4,290	2010	-274.08
2012-346	BP AMERICA PROD CO	62880	100	-8,341	2010	-532.86
2012-346	BP AMERICA PROD CO	62880	100	-597	2010	-38.12
2012-337	YATES PETROLEUM CORP	55562	100	-164,235	2011	-10,448.12
2012-337	YATES PETROLEUM CORP	55528	100	-43,634	2011	-2,775.86
2012-349	DEVON ENERGY PROD CO LLC	61442	203	-838,408	2006	-54,499.06
2012-349	DEVON ENERGY PROD CO LLC	61442	203	-312,362	2007	-20,368.20
STEVEN DALE DAVIS			Commissioner			
ATTEST						
			Commissioner			
			Commissioner			
			Commissioner			
			Commissioner			

MAY 16-31, 2012						
NOVC	TAXPAYER	ACCOUNT	TAX DIST	VALUATION	TAX YEAR	TAX AMOUNT
	A & H HEATING AND A/C	138752	151	-38	2009	-2.76
	A & H HEATING AND A/C	138752	151	-30	2010	-2.20
	A & H HEATING AND A/C	138752	151	-25	2011	-1.84
	WYOMING SLABJACKING INC	146771	251	-1,350	2011	-101.50
	LARSON CHERYL L	106178	104	-396	2011	-30.00
	KING COMMUNICATIONS	142170	251	-1,697	2010	-127.14
	KING COMMUNICATIONS	142170	251	-1,920	2011	-144.36
	BIG DOG PRODUCTIONS	101364	251	-340	2009	-25.16
	BIG DOG PRODUCTIONS	101364	251	-279	2010	-20.92
	BIG DOG PRODUCTIONS	101364	251	-234	2011	-17.58
	HYDE BRAD & LETHA T	104238	105	-420	2006	-30.86
	HYDE BRAD & LETHA T	104238	105	-417	2007	-30.82
	HYDE BRAD & LETHA T	104238	105	-380	2008	-28.46
	HYDE BRAD & LETHA T	104238	105	-374	2009	-27.94
	HYDE BRAD & LETHA T	104238	105	-397	2010	-30.04
	HYDE BRAD & LETHA T	104238	105	-396	2011	-30.00
	SUCCESS MARTIAL ARTS INC	147404	151	-292	2011	-21.24
	TANNER MARINE	100588	200	-3,489	2011	-234.40
	TORRES CONSTRUCTION	142653	251	-435	2010	-32.62
	TORRES CONSTRUCTION	142653	251	-410	2011	-30.84
	BITTER CREEK VINYL	144780	151	-207	2010	-15.06
	MAND SONS INC	101027	151	-237	2007	-16.86
	MAND SONS INC	101027	151	-220	2008	-15.84
	MAND SONS INC	101027	151	-222	2009	-15.98
	LOGAN RETA	104535	104	-205	2011	-15.54
2012-342	MERIT ENERGY CO	57823	100	-42,178	2009	-2,649.30
2012-342	MERIT ENERGY CO	59368	120	-1,019,923	2009	-65,899.26
2012-342	MERIT ENERGY CO	59308	120	-1,236,069	2009	-79,864.90

## Authorization For Abate/Rebate of Ad Valorum Taxes

**MAY 16-31, 2012**

NOVC	TAXPAYER	ACCOUNT	TAX DIST	VALUATION	TAX YEAR	TAX AMOUNT
	BUCKBOARD MARINA INC	103710	100	-291	2010	-18.60
	BUCKBOARD MARINA INC	103710	100	-291	2011	-18.52
	BUCKBOARD MARINA INC	105108	200	-849	2010	-56.82
	BUCKBOARD MARINA INC	105108	200	-849	2011	-57.04
	BUCKBOARD MARINA INC	103856	200	-640	2010	-42.84
	BUCKBOARD MARINA INC	103856	200	-640	2011	-43.00
	HINDMAN BRANDON E	104293	103	-314	2008	-20.94
	HINDMAN BRANDON E	104293	103	-309	2009	-20.74
	HINDMAN BRANDON E	104293	103	-327	2010	-22.16
	HINDMAN BRANDON E	104293	103	-327	2011	-22.16
	SOLUTIONS BY MELISSA	138750	251	-435	2010	-32.62
	SOLUTIONS BY MELISSA	138750	251	-410	2011	-30.84
2012-274	DEVON ENERGY PROD CO LP	62903	100	-65,537	2009	-4,116.48
2012-222	BP AMERICA PROD CO	62880	100	-5,194	2009	-326.24
2012-372	BP AMERICA PROD CO	62884	100	-316,193	2009	-19,860.72
2012-372	BP AMERICA PROD CO	62884	100	-164,493	2009	-10,332.12
	MERRILL JENNIFER C & EARL	135849	153	-3,886	2008	-276.28
	MARSH ALVINO & ALICE	135849	153	-3,745	2009	-265.22
	MARSH ALVINO & ALICE	135849	153	-3,485	2010	-250.54
	MARSH ALVINO & ALICE	135849	153	-3,302	2011	-236.50
	WINTERS LEROY D	103299	251	-405	2007	-30.88
	WINTERS LEROY D	103299	251	-361	2008	-27.48
	WINTERS LEROY D	103299	251	-356	2009	-26.34
	WINTERS LEROY D	103299	251	-377	2010	-28.26
	WINTERS LEROY D	103299	251	-377	2011	-28.36
	JURGENS PATRICK N & TABIT	106581	153	-1,378	2008	-97.98
	JURGENS PATRICK N & TABIT	106581	153	-1,296	2009	-91.80
	JURGENS PATRICK N & TABIT	106581	153	-1,081	2010	-77.72

	JURGENS PATRICK N & TABIT	106581	153	-1,103	2011	-79.02
	ALCORN W B	105524	153	-289	2005	-20.22
	ALCORN W B	105524	153	-290	2006	-20.22
	ALCORN W B	105524	153	-290	2007	-20.52
	ALCORN W B	105524	153	-242	2008	-17.22
	ALCORN W B	105524	153	-229	2009	-16.22
	ALCORN W B	105524	153	-243	2010	-17.50
	ALCORN W B	105524	153	-243	2011	-17.42
	STEVEN DALE DAVIS			Commissioner		
	ATTEST					
				Commissioner		
				Commissioner		
				Commissioner		
				Commissioner		



NO: 2012-MC-0059

Fee: \$100.00

# SWEETWATER COUNTY, WYOMING

## RESTAURANT LIQUOR LICENSE

(Type of License or Permit)

THE STATE OF WYOMING  
COUNTY OF SWEETWATER

} SS.

Licensed Dispensing Room(s) Description:  
6' X 8' ROOM IN SW CORNER OF BLDG

### KNOW ALL MEN BY THESE PRESENTS:

That under and by virtue of the provisions of Chapter 156, Session Laws of Wyoming 1979, County of SWEETWATER, Wyoming, in consideration of the sum of (\$100.00) Dollars, paid by said LOS CABOS INC, of SWEETWATER County, Wyoming, hereby licenses and authorizes the said (Applicant) LOS CABOS INC (D/B/A) CRUEL JACK'S RESTAURANT to sell alcoholic\* and malt\* beverages in the room(s) situated in the building described as follows: #8 PURPLE SAGE RD, WEST OF ROCK SPRINGS, WY for the term of ten months being from June 5, 2012 to April 9, 2013.

ATTEST:

IN TESTIMONY WHEREOF, I Wally J. Johnson,  
Chairman of the Board of County Commissioners of SWEETWATER County, Wyoming,  
have affixed my signature and the seal of said county on June 5, 2012.

\_\_\_\_\_  
County Clerk of SWEETWATER County, Wyoming  
and Clerk of said Board of County Commissioners

\_\_\_\_\_  
Chairman of the Board of County Commissioners of  
SWEETWATER County, Wyoming

**FOR NEW LICENSES AND TRANSFER  
LICENSE AND/OR PERMIT APPLICATION  
FOR LIQUOR, COUNTY MALT BEVERAGE, LIMITED, WINERY OR MICROBREWERY**

<u>To be completed by the City, Town or County Clerk:</u>			Formerly Held by: <u>Darrell &amp; Carole Kruljac</u>
Date Filed: <u>05 / 04 / 2012</u>	<b>Annual Fee</b>	<b>Prorated Fee</b>	Applicant: <u>LOS CABOS INC</u>
Basic Fee: \$ _____	\$ _____	\$ _____	Trade Name (dba): <u>CRUEL JACK'S RESTAURANT</u>
Add'l Dispensing Room Fee: \$ _____	\$ _____	\$ _____	Premise Address: <u>8 PURPLE SAGE RD</u> <small>Number &amp; Street</small>
Transfer Fee: \$ <u>100.00</u>	\$ _____	\$ _____	<u>ROCK SPRINGS WY 82901</u> <small>City State Zip County</small>
Total License Fee Collected \$ _____	\$ _____	\$ _____	Mailing Address: <u>117 K STREET</u> <small>Number &amp; Street or P.O. Box</small>
Publishing Fee Collect: \$ <u>275.00</u>	\$ _____	\$ _____	<u>ROCK SPRINGS WY 82901</u> <small>City State Zip</small>
Required Attachments Received: Yes <input checked="" type="checkbox"/>	Business Telephone Number: <u>(307) 871-2530</u>		
Advertising Dates(4): <u>May 8, 15, 22, 29, 2012</u>	Fax Number: <u>( )</u>		
Hearing Date: <u>06 / 05 / 2012</u>	E-Mail Address: <u>mabaker@wyoming.com</u>		
Local Licensing Number: <u>2012-MC-0059</u>	<p><b>LICENSING AUTHORITY:</b> Begin publishing promptly. As W.S. 12-4-104(d) specifies: <b>NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.</b></p>		
For the license term: <u>06 / 05 / 2012</u> <small>Month Day Year</small>			
Through: <u>04 / 09 / 2013</u> <small>Month Day Year</small>			
<p>A copy must be immediately forwarded to: State of Wyoming Liquor Division 1520 E 5<sup>th</sup> Street Cheyenne WY 82002-0110</p>			

<p><b>FILING FOR</b></p> <input checked="" type="checkbox"/> NEW <input type="checkbox"/> TRANSFER LOCATION <input checked="" type="checkbox"/> TRANSFER OWNERSHIP	<p><b>TYPE OF LICENSE OR PERMIT</b> (CHOOSE ONLY ONE)</p> <input type="checkbox"/> RETAIL LIQUOR LICENSE <input type="checkbox"/> on-premise only <input type="checkbox"/> off-premise only <input type="checkbox"/> combination on/off premise <input checked="" type="checkbox"/> RESTAURANT LIQUOR LICENSE <input type="checkbox"/> RESORT LIQUOR LICENSE <input type="checkbox"/> COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT <input type="checkbox"/> VETERANS CLUB <input type="checkbox"/> FRATERNAL CLUB <input type="checkbox"/> GOLF CLUB <input type="checkbox"/> SOCIAL CLUB <input type="checkbox"/> MICROBREWERY <input type="checkbox"/> WINERY <input type="checkbox"/> BAR AND GRILL	<p>To Assist the Liquor Division with scheduling inspections:</p> <p><b>DO YOU OPERATE?</b></p> <input checked="" type="checkbox"/> FULL TIME (e.g. Jan through Dec) <input type="checkbox"/> SEASONAL/PART-TIME <small>(specify months of operation)</small> from _____ to _____ DAYS OF WEEK (e.g. Mon through Sat) <u>SUNDAY THROUGH SATURDAY</u> HOURS OF OPERATION (e.g. 10a - 2a) <u>6AM - 10PM</u>
<p><b>FILING IN</b> (CHOOSE ONLY ONE)</p> <input type="checkbox"/> CITY OF _____ <input checked="" type="checkbox"/> COUNTY OF <u>SWEETWATER</u>	<p><b>FILING AS</b> (CHOOSE ONLY ONE)</p> <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> LLC <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> LLP <input checked="" type="checkbox"/> CORPORATION <input type="checkbox"/> LTD PARTNERSHIP <input type="checkbox"/> ASSOCIATION <input type="checkbox"/> ORGANIZATION	<p><input type="checkbox"/> LOCATED WITHIN 5 MILES OF CITY (County License only)</p>

1. Location of License:

(a) Give a description of the dispensing room and state where it is located in the building (e.g. 10x12 room in SE corner of 1st floor of building). If the building is not in existence, provide the location and an architect's drawing or suitable plans of the room and premises to be licensed: If Winery or Microbrewery, also list manufacturing facility. W.S. 12-4-102(a)(i): (Please submit a drawing of dispensing room)

Approx. 6' x 8' room on SW corner of building.

(b) Do you have an additional dispensing room?  YES  NO If yes, provide description and location:

(c) Provide the legal description and the zoning of the site where the applicant will conduct business:  
T18N R106W Sec 7 Tract

2. Do you W.S. 12-4-103 (a) (iii):

(1) OWN the building in which sales room is located?  YES (own)  
 (2) LEASE the building in which sales room is located?  YES (lease)

(A) DATE lease expires MARCH 19, 2014 located on page 1 paragraph 2 of lease document.  
 (B) Provision for SALE of alcoholic or malt beverages located on page 2 paragraph 2 of lease.

NOTE: Attach a true copy of the lease to application. Lease MUST contain provision for SALE OF ALCOHOLIC or MALT BEVERAGES and be valid THROUGH the TERM OF THE LICENSE W.S. 12-4-103(a)(iii). See Exhibit C

3. Have you already assigned, leased, transferred or do you intend to assign, lease, transfer, contract or in any other manner agree with any person or firm other than yourself as licensee to operate and assert control or partial control of the license and the licensed room to carry on the licensed liquor business?  YES  NO

4. Does any manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm: W.S. 12-5-401, 12-5-402, 12-5-403
- (a) Hold any interest in the license applied for?  YES  NO
  - (b) Furnish by way of loan or any other money or financial assistance for purposes hereof in your business?  YES  NO
  - (c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs?  YES  NO
  - (d) If you answered YES to any of the above, explain fully and submit any documents in connection therewith:

5. Does applicant have any interest or intent to acquire an interest in any other retail liquor license to be issued by this licensing authority? W.S. 12-4-103(b)  YES  NO  
 If "YES", explain: \_\_\_\_\_

6. Is applicant a mayor, member of a city or town council, or member of the board of county commissioners within the jurisdiction of this licensing authority? W.S. 12-4-103(a)(i)  YES  NO

7. Is applicant employed by the State, City or Town, or County as a law enforcement officer, or hold office as a law enforcement officer through election? W.S. 12-4-103(a)(ii)  YES  NO

**RESTAURANT OR BAR AND GRILL LICENSE: Complete questions 8(a) and 8(b):**

8. (a) Have you submitted a valid food service permit upon application?  
 W.S. 12-4-407(a) W.S. 12-4-413(a)  YES  NO
- (b) Was your dispensing room for alcoholic and/or malt beverages in existence and open for consumption purposes prior to February 1, 1979? W.S. 12-4-410(b)  YES  NO  N/A

**RESORT LICENSE: Complete questions 9(a) through 9(c):**

9. (a) Is the actual valuation of the resort complex at least one million dollars, or have you committed or expended at least one million dollars (\$1,000,000.00) on the complex, excluding the value of the land? W.S. 12-4-401(b)(i)  YES  NO
- (b) Does the resort complex include a restaurant and a convention facility which will seat at least one hundred (100) persons? W.S. 12-4-401(b)(ii)  YES  NO
- (c) Does the resort complex include motel or hotel accommodations with at least one hundred (100) sleeping rooms? W.S. 12-4-401(b)(iii)  YES  NO

**MICROBREWERY AND/OR WINERY LICENSE: Complete questions 10 through 11:**

10. Is premise to be co-existent with a retail, restaurant, resort or bar and grill liquor license?  
 W.S. 12-4-412(b)(iii)  YES  NO
- If "YES", please specify type:  Microbrewery  Winery  Retail  
 Restaurant  Resort  Bar & Grill:
11. (a) Do you self distribute your products?  YES  NO  
 (b) Do you distribute your products through an existing malt beverage wholesaler?  YES  NO

**ORGANIZATION AND/OR CLUB LICENSE: Complete questions 12 through 15 as applicable:**

12. FRATERNAL CLUBS W.S. 12-1-101(a)(iii)(B)
- (a) The name and address of the grand lodge or national organization is: \_\_\_\_\_
  - (b) Does lodge or fraternal organization hold a charter from a national organization or national grand lodge?  YES  NO
  - (c) Has the fraternal organization been actively operating in at least thirty-six (36) states?  YES  NO
  - (d) Has the fraternal organization been actively in existence for at least twenty (20) years?  YES  NO

13. VETERANS CLUBS W.S. 12-1-101(a)(iii)(A):

- (a) The name and address of the National Veterans organization is: \_\_\_\_\_
- (b) Has the Veteran's organization been chartered by the Congress of the United States for patriotic, fraternal or benevolent purposes?  YES  NO
- (c) Is the membership of the Veteran's organization comprised only of Veterans and its duly organized auxiliary?  YES  NO

**14. SOCIAL CLUBS W.S. 12-1-101(a)(iii)(E):**

- (a) Do you have more than one hundred (100) bona fide members who are residents of the county in which the club is located?  YES  NO
- (b) Is the club incorporated and operating solely as a nonprofit organization under the laws of this state?  YES  NO
- (c) Is the club qualified as a tax exempt organization under the Internal Revenue Service?  YES  NO
- (d) Has the club been in continuous operation for a period of not less than one (1) year?  YES  NO
- (e) Has the club received twenty-five dollars (\$25.00) from each bona fide member as recorded by the secretary of the club and are club members at the time of this application in good standing by having paid at least one (1) full year in dues?  YES  NO
- (f) Does the club hold quarterly meetings and have an actively engaged membership carrying out the objectives of the club?  YES  NO
- (g) Have you filed a true copy of your bylaws with the local licensing authority and the Wyoming Liquor Division?  YES  NO
- (h) Has at least fifty one percent (51%) of the membership signed a petition indicating a desire to secure a Limited Retail Liquor License?  
**(THE PETITION MUST BE ATTACHED TO APPLICATION)**  YES  NO
- (i) Have you filed with the licensing authority and the Wyoming Liquor Division a detailed statement of your activities during the preceding year which were undertaken or furthered in pursuit of the objectives of the club, along with an itemized statement expended for such activities?  YES  NO

**15. GOLF CLUBS W.S. 12-1-101(a)(iii)(D):**

- (a) Do you have more than fifty (50) bona fide members?  YES  NO
- (b) Do you own, maintain, or operate a bona fide golf course together with clubhouse?  YES  NO

- 16. (a) If applicant is an Individual or Partnership:** State the name, date of birth and residence of each applicant or partner, if the application if made by more than one individual or by a partnership.

**If the application is for a Club:** State the name, date of birth and residence of each officer.

True and Correct Name	Date of Birth	DONOT LIST PO BOXES Residence Address No. & Street City, State & Zip	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>
				NO <input type="checkbox"/>	NO <input type="checkbox"/>	NO <input type="checkbox"/>
				YES <input type="checkbox"/>	YES <input type="checkbox"/>	YES <input type="checkbox"/>
				NO <input type="checkbox"/>	NO <input type="checkbox"/>	NO <input type="checkbox"/>
				YES <input type="checkbox"/>	YES <input type="checkbox"/>	YES <input type="checkbox"/>
				NO <input type="checkbox"/>	NO <input type="checkbox"/>	NO <input type="checkbox"/>
				YES <input type="checkbox"/>	YES <input type="checkbox"/>	YES <input type="checkbox"/>
				NO <input type="checkbox"/>	NO <input type="checkbox"/>	NO <input type="checkbox"/>

(If more information is required, list on a separate piece of paper and attach to this application.)

- (b) If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:** State the name, date of birth and residence of each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, and every officer, and every director.

True and Correct Name	Date of Birth	DONOT LIST PO BOXES Residence Address No. & Street City, State & Zip	Residence Phone Number	No. of Years in Corp or LLC	% of Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
						YES <input type="checkbox"/>	NO <input type="checkbox"/>
						YES <input type="checkbox"/>	YES <input type="checkbox"/>
PLACIDO M. PICO	12/28	2355 PENNSYLVANIA	307			NO <input checked="" type="checkbox"/>	NO <input checked="" type="checkbox"/>
MARIA ELENA MENA	5/23	2355 PENNSYLVANIA	307			YES <input type="checkbox"/>	YES <input type="checkbox"/>
				12	50%	NO <input checked="" type="checkbox"/>	NO <input checked="" type="checkbox"/>
				8	50%	YES <input type="checkbox"/>	YES <input type="checkbox"/>
						NO <input type="checkbox"/>	NO <input type="checkbox"/>
						YES <input type="checkbox"/>	YES <input type="checkbox"/>
						NO <input type="checkbox"/>	NO <input type="checkbox"/>
						YES <input type="checkbox"/>	YES <input type="checkbox"/>
						NO <input type="checkbox"/>	NO <input type="checkbox"/>

(If more information is required, list on a separate piece of paper and attach to this application.)

**OATH OR VERIFICATION**

(Requires signatures by ALL Individuals, ALL Partners, ONE (1) LLC Member, or TWO (2) Corporate Officers or Directors except that if all the stock of the corporation is owned by ONE (1) individual then that individual may sign and verify the application upon his oath, or TWO (2) Club Officers.) W.S. 12-4-102(b)

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

STATE OF WYOMING )

SS.

COUNTY OF SWEETWATER )

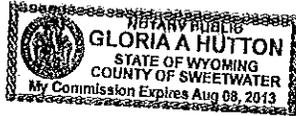
Before Me, Gloria A. Hutton, (specify)  
(Printed name of Notary or other officer authorized to administer oaths)

a Notary Public, Officer authorized to administer oaths in and for  
Sweetwater County, State of Wyoming, personally appeared

Placido M. Picos and Maria Elena Mena name he/she being first duly sworn  
(Insert Names)

by me upon his oath, says that the facts alleged in the foregoing instrument are true.

(Seal)



My Commission expires: August 8, 2013

1. [Signature]  
2. [Signature]  
3. \_\_\_\_\_  
4. \_\_\_\_\_

Witness my hand and official seal:

Gloria A. Hutton  
(Notary Public or other officer authorized to administer oaths)

Title \_\_\_\_\_

Dated: \_\_\_\_\_

**REQUIRED ATTACHMENTS:**

- (a) Attach any lease agreements W.S. 12-4-103 (a) (iii).
- (b) If the building is not in existence, an architect's drawing or suitable plans of the room and the premises to be licensed must be attached W.S. 12-4-102 (a) (i).
- (c) A statement indicating the financial condition and financial stability of the applicant W.S. 12-4-102 (a) (v).
- (d) Restaurant or Bar & Grill Liquor License applicants must include a copy of the CURRENT food service permit W.S. 12-4-407 (a) or 12-4-413 (a).
- (e) Include a drawing of the dispensing room W.S. 12-5-201 (a).
- (f) Check or bank draft as payment for the application and publishing the notice of application (Direct billing is permissible for publication fees) W.S. 12-4-101-4 (a).
- (g) If transferring a license from one ownership to another, a form of assignment from the current licensee to the new applicant authorizing the transfer W.S. 12-4-601 (b).

**ADVERTISING REQUIREMENTS W.S. 12-4-104(a):**

When an application for a license, permit, renewal or any transfer of location or ownership thereof has been filed with a licensing authority, the clerk shall promptly prepare a notice of application, place the notice conspicuously upon the premises shown by the application as the proposed place of sale and public the notice in a newspaper of local circulation once a week for four (4) consecutive weeks. The notice shall state that a named applicant has applied for a license, permit, renewal or transfer thereof, and that protests against the issuance, renewal, or transfer of the license or permit will be heard at a designated meeting of the licensing authority.

FOR LIQUOR DIVISION USE ONLY		
Reviewer	Initials	Date
Agent:		
Chief:		
Acct.:		

## LEASE AGREEMENT

This lease agreement is made and entered into on April 30, 2012, 2012 between Husky Super Stop, Inc., a Wyoming Corporation, 8 Purple Sage Road, Rock Springs, Wyoming, hereinafter referred to as "Lessor"; and Los Cabos, Inc., 2355 Pennsylvania Boulevard, Green River, Wyoming, hereinafter referred to as "Lessee."

WHEREAS Lessee desires to lease a portion of certain real property and premises commonly known as Cruel Jack's Travel Plaza, Rock Springs, Sweetwater County, Wyoming from Lessor; and Lessor desires to lease same to Lessee.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set out the parties agree as follows:

1. Property Leased. On the terms and conditions herein set out Lessor hereby leases to Lessee that part of the real property and premises situated at 8 Purple Sage Road, Rock Springs, Wyoming, that is shown and depicted on "Exhibit A" hereto. Included with the real property hereby leased to Lessee is all personal property of Lessor presently at and upon the real property included in this lease. Said personal property consists of tables, chairs, fixtures, cooking utensils, pots and pans, stoves and a refrigeration unit. A partial list of included personal property is attached hereto, marked "Exhibit B."

2. Term. Lessor leases said personal property, real property and premises to Lessee for a term of two (2) years commencing on March 20, 2012 and terminating on March 19, 2014.

3. Rent. Lessee agrees to pay Lessor, as rent for said real property and premises during the initial term hereof, the sum of \$136,500. Lessee shall not be required to pay rent for the months of March 20, 2012 to April 19, 2012; April 20, 2012 to May 19, 2012; and May 20, 2012 to June 19, 2012. Therefore, rent shall be payable in equal monthly installments of \$6,500 each beginning on June 20, 2012. Monthly rental payments shall be due and payable on the twentieth day of each and every month thereafter during the existence of this lease. Rental payments shall be delivered to Lessor's agent by hand delivery or mailing to Lessor's agent at the above address, unless Lessor otherwise directs in writing.

4. Payment for Utilities. Lessee shall be responsible for payment of all utilities consumed on the demised premises during the term of this lease. This includes but is not limited to gas, water, electricity, garbage service and telephone service, including any and all tap or hook-up fees. Regarding gas, water, electricity and garbage service, accounts for these utilities shall remain in Lessor's name. As Lessor receives utility bills, Lessor shall promptly present same to Lessee, and Lessee shall promptly pay same directly or reimburse Lessor, whichever applies.

5. Payment of Property Taxes and Assessments. All real property taxes and special assessments assessed on the demised premises during the term of this lease shall be paid by Lessor. Lessee shall be responsible for payment of taxes assessed on its personal property as well as the personal property of Lessor included with this lease.

6. Licenses and Permits. Lessee shall at its expense obtain all licenses and permits, including restaurant liquor license, which may be required in connection with the operation of its public restaurant business upon the demised premises.

Regarding Liquor License:

- (a) Lessor will cause the restaurant liquor license that is held in the names of Darrell and Carole Kruljac, issued by Sweetwater County, Wyoming (the "Liquor License"), to be transferred into Lessee's name. The Liquor License shall be held in Lessee's name only so long as the Lessee holds a lease for the Leased Premises and that lease for the Leased Premises continues to be in full force and effect.
- (b) Lessee agrees not to transfer, hypothecate, mortgage, sell or otherwise effect any change with respect to the Liquor License.
- (c) At the time this Agreement is signed and delivered Lessee shall sign and deliver to Lessor the Consent to Assignment of Liquor License attached here as Exhibit "C" and incorporated herein by this reference (the "Consent").
- (d) In the event this Agreement is terminated, for whatever reason, Lessee consents to Lessor's filing of the Consent with the appropriate authorities and to Lessor's taking whatever steps are necessary to transfer the Liquor License back to Darrell and Carole Kruljac.
- (e) During the time the Liquor License is held in the Lessee's name, Lessee agrees to use its best efforts to (1) refrain from taking any actions that would cause the Liquor License to be revoked or otherwise impaired, and (2) affirmatively take whatever actions are required, including the payment of all taxes, publication costs and renewal fees with respect thereto, to keep the Liquor License in good standing. In this regard Lessee shall timely submit all reports required by the Wyoming Liquor Commission, including all beer wholesaler purchase orders and reports, and all other Wyoming Liquor Commission orders and reports.
- (f) In the event, for any reason, Sweetwater County, Wyoming, should fail to authorize the assignment and transfer of the Liquor License into the name of the Lessee, Lessee shall secure and obtain no rights whatsoever in and to the Liquor License.
- (g) In the event of default of the terms and conditions of this Agreement and/or cancellation of the Liquor License by Sweetwater County, Wyoming, for any reason, Lessee agrees to cooperate with Lessor with respect to the transfer of the Liquor License back to Darrell and Carole Kruljac and this obligation to cooperate shall include, but not be limited to, signing any and all documents necessary in order for the Liquor License to be transferred back into the name of Darrell and Carole Kruljac and to cooperate with the Wyoming Liquor Commission and Sweetwater County, Wyoming in this regard.
- (h) Lessee agrees to scrupulously obey all liquor laws pertaining to liquor licenses established by Sweetwater County and/or the State of Wyoming. Lessee agrees that violation of local or state liquor laws shall be sufficient grounds for immediate termination of the lease.

7. Use of Premises. The parties agree that Lessee shall use the demised premises to operate a restaurant and grill and to sell alcoholic and malt beverages to be consumed with meals on the premises. Lessor further agrees that in connection with a restaurant liquor license the Lessee may maintain a dispensing room or rooms in the demised premises, the exact location, configuration and dimensions of which shall be determined by Lessee. Lessee agrees to maintain business hours which are consistent with the purpose for which it leased the premises, and Lessee specifically agrees that the hours of operation of the restaurant and grill shall be no less than 6:00 a.m. to 10:00 p.m., 365 days a year except from December 24 at 12:00 noon to January 1 at 6:00 a.m., during which time the restaurant may be closed.

Lessee agrees that it shall not use or permit the leased premises or property to be used for any offensive purpose or for any purpose prohibited by the laws of the United States of America, the State of Wyoming or in violation of any hazardous materials laws. Lessee shall not use any hazardous or explosive materials on the demised premises. If at any time during the term of this lease hazardous or explosive materials are discovered on said premises Lessee at its expense shall remove said materials from the property in accordance with the requirements of appropriate governmental agencies. In addition to other rights and remedies available to Lessor in the event of breach of this lease by Tenant, if hazardous or explosive materials are not removed by Lessee from the property within ninety (90) days after Lessor discovers such materials Lessor, at its sole discretion, may pay to have same removed. Lessee shall reimburse Lessor for the full cost of such removal within five days of demand for payment of same by Lessor.

Lessee acknowledges that it is leasing a portion of the interior of a building. Lessee may use the parking lot and other property of Lessor's outside the building for limited purposes only. The limited purposes are customer parking; employee parking; garbage collection, storage (two days or less) and removal; and deliveries. Lessee must obtain specific written approval from Lessor before using outside property for any other purposes.

8. Recipes and Competition Following Lease Termination. The parties acknowledge that in addition to the property leased hereunder, as described in Paragraph 1 above, during the term hereof Lessor is also permitting Lessee to use the trade name Cruel Jack's Restaurant and Lessor's recipes for Cruel Jack's Restaurant menu items. Lessee's right to use the trade name and the recipes shall terminate upon termination of this lease. Lessee agrees that it will return all copies of all such recipes to Lessor upon lease termination.

Further Lessee acknowledges that the trade name "Cruel Jack's" or "Cruel Jack's Restaurant" and all recipes for Cruel Jack's Restaurant menu items are Lessor's proprietary intellectual property and belong solely to Lessor. Lessee agrees that any attempt to use the trade names, "Cruel Jack's," "Cruel Jack's Restaurant," or any derivative thereof; or any recipe for a Cruel Jack's Restaurant menu item; or any recipe derived from a Cruel Jack's Restaurant menu item recipe, at any time at any site other than the property leased hereunder, or in any manner whatsoever after the termination of this lease, is a violation of Lessor's intellectual property rights. Lessee hereby covenants not to use Lessor's proprietary intellectual property in any manner that is inconsistent with this lease agreement.

Lessee also understands that Lessor has made and continues to make a substantial investment in the maintenance and operation of a Cruel Jack's Restaurant on the property leased hereunder. Lessee additionally acknowledges that the use of Lessor's property and proprietary intellectual property under this

lease exposes the Lessee to valuable confidential information, and if Lessees were to establish or join a restaurant competitive with Cruel Jack's Restaurant, Lessee's actions would jeopardize Lessor's legitimate business interests. Accordingly, Lessee agrees that during the term of this lease, and for two (2) years following its termination, Lessee shall not, directly or indirectly, own, manage, join, operate, or control any restaurant that primarily serves American food or that would otherwise be classified as an American restaurant within twenty (20) miles of Rock Springs, Wyoming. This limitation applies only to Lessee's involvement with an American restaurant and in no way limits Lessee's option to own, operate, control, manage, or join any restaurant that primarily serves other types of food or that would not be classified as an American restaurant, including the Mexican restaurants that Lessee currently owns and operates.

Lessee acknowledges that the covenants set forth in the above paragraphs are reasonable and necessary to protect Lessor's legitimate interests. Any breach of any covenant contained herein, including but not limited to the covenant not to compete and the covenant not to violate Lessor's intellectual property rights, may result in irreparable harm to Lessor for which there may be no adequate remedy at law. Lessor and Lessee recognize that, if a breach of any such covenant is not remedied within ten (10) days of notice to Lessee, Lessor shall be entitled to preliminary and permanent injunctive relief without having to prove actual damages or immediate or irreparable harm, and without having to post a bond. Lessor shall further be entitled to an equitable accounting of all earnings, profits, and other benefits arising from such breach, which rights shall be cumulative and in addition to any other rights and remedies to which Lessor may be entitled at law or in equity.

9. Condition and Maintenance of Premises. Lessee acknowledges that prior to execution of this lease it has inspected the real property and personal property leased hereunder and accepts the same as is, in its present condition. Lessee agrees to keep and maintain the leased premises in clean and orderly condition, to the Lessor's satisfaction, and shall deliver the leased premises to Lessor at the termination of this lease in as good condition as when delivered to Lessee, normal wear and tear excepted. Lessee shall not allow refuse or unsightly material to accumulate or be stored upon the premises. Grease, oil, chemicals or other damaging material shall not be placed in the dumpster for the property.

Without limiting Lessee's duties under this Section 8, Lessee shall be responsible for regular dumping and/or cleaning of sumps and grease traps in the kitchen. Lessee shall also be responsible for the following: removal of garbage and trash from Lessee's restaurant no less frequently than every two days; maintaining, repairing and replacing the equipment leased from Lessor, as necessary; maintenance and repair to the interior of the leased premises, including repair of leaky faucets, clogged toilets and/or sewer, and replacement of electric light bulbs. Lessor shall be responsible only for: maintenance of the parking area, including snow removal, and maintenance of light poles and fixtures necessary to adequately light the parking area.

10. Premises Insurance. During the term of this lease Lessee shall maintain at its expense liability insurance in the minimum amount of \$1,000,000 per person/\$2,000,000 per incident and property damage insurance in the minimum amount of \$100,000 per occurrence, to insure Lessee and Lessor against any liability of whatsoever kind or nature arising from Lessee's use, operation or maintenance of the demised premises. Fire and casualty insurance on all personal property on or within the demised premises shall at all times remain the responsibility of Lessee. Lessee shall provide proof of liability and property damage insurance to Lessor prior to commencement of the term hereof.

11. Destruction of Premises. In the event the building on the demised premises is destroyed or partially destroyed by fire or other casualty, Lessor at its option may repair or rebuild said building or terminate this lease. If such damage is caused by Lessee, its agents, invitees or employees, Lessee shall be responsible for the cost of such repair not paid by insurance and rent shall not abate during the period of repair. If such damage was not caused by Lessee, its agents, invitees or employees, and if Lessor chooses to repair or rebuild said building, rent shall abate during the period of repair or rebuilding, and the terms of the lease shall be, at Lessee's option, extended by a like period. Abatement of rent shall be in proportion to the unusable portion of said premises. Except as specified in this paragraph, rent shall not abate for any reason.

12. Indemnification. Lessee shall indemnify and hold Lessor harmless against all expenses, liabilities and claims of every kind, including reasonable attorney fees, made by or on behalf of any person or entity arising out of either (a) a failure by Lessee to perform any of the terms or conditions of this lease, or (b) any injury or damage happening on or about the demised premises, or (c) failure to comply with any law of any governmental authority, or (d) any mechanic's lien or security interest filed against the demised premises or (e) sale of malt beverages and alcoholic beverages at the premises.

13. Assignment and Subletting. In entering into this lease, Lessor is relying in part on the character of the owners of Lessee. Lessee shall not assign this lease or any of its rights hereunder, nor shall Lessee sublet any portion of the demised premises. In the event Lessor sells the premises during the term hereof, Lessor's purchasers may terminate this lease on thirty (30) days notice, on condition that the purchaser pays Lessee's move-out costs.

14. Default. The parties agree that time of payment under Paragraph 3 hereof is of the essence of this contract. In the event Lessee fails to make any payment due hereunder within fifteen (15) days of the date upon which the same is due, or in the event Lessee fails to cure any other default in performance of the duties and obligations assumed by it hereunder within fifteen (15) days after having been given notice of said default in writing by Lessor (If the specific default cannot reasonably be cured within fifteen days of notice, Lessee must commence curing said default within fifteen (15) days of notice and shall diligently proceed to complete curing said default) then Lessor shall have the following options:

- a. Cancel and terminate this lease on a date certain, which date Lessor will specify to Lessee, and re-enter the demised premises on or after said date. If Lessor exercises this option Lessee shall continue to be liable for rent hereunder until the date upon which Lessor regains possession of the demised premises.
- b. Re-enter the demised premises on a date certain, which date Lessor will specify to Lessee, without terminating this lease, and then relet the demised premises upon such terms as are commercially reasonable at the time of reletting, applying the rent received to Lessee's obligations to Lessor under this lease agreement. If Lessor exercises this option Lessee's obligations under this lease shall continue but shall be reduced to the extent the same are discharged by a subsequent lessee.

The parties agree that the remedies given to the Lessor herein are not exclusive; that in the event of default or breach Lessor may avail itself of any remedy afforded by law, equity or this agreement; that Lessor may maintain and prosecute any and every such remedy, contemporaneously or otherwise, with any other remedies available; and that Lessee shall be responsible for all costs and

expenses, including a reasonable attorney fee, incurred by Lessor in exercising said remedies and in restoring the premises to the condition it was in at the time of delivery, normal wear and tear excepted.

15. Waivers of Breach or Default. Lessor's waiver of any default or breach of this agreement by Lessee shall not be deemed a waiver of any subsequent breach or default.

16. Notices. Notices required or permitted to be given under this agreement shall be given, in the case of Lessor, to Husky Super Stop, Inc., by hand delivery or by first class mail, postage prepaid, addressed to 1129 Hilltop Drive, Rock Springs, Wyoming 82901, or such other address as Lessor may direct in writing; in the case of Lessee, to any agent or employee of Lessee in person, or by first class mail addressed to Los Cabos, Inc., 2355 Pennsylvania Boulevard, Green River, Wyoming 82935, or such other address as Lessee may direct in writing. Notice given by mail shall be deemed given two days after deposit of the notice in the United States Mail.

17. Entire Agreement. This lease agreement contains the entire agreement between the parties and cannot be changed or terminated except by written instrument subsequently executed by the parties hereto. This lease agreement shall be binding upon the heirs, legal representatives, successors and assigns of the parties. The individuals signing this lease on behalf of Lessor and Lessee represent that they have full authority and capacity to do so.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the date first above shown at Green River, Wyoming.

Husky Super Stop, Inc., Lessor

Los Cabos, Inc., Lessee

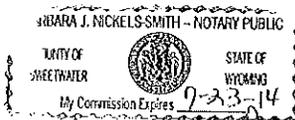
By: Carole Kruljac  
Carole Kruljac, President

By: Placido Mena Picos  
Placido Mena Picos, President

The State of Wyoming )  
: ss.  
County of Sweetwater )

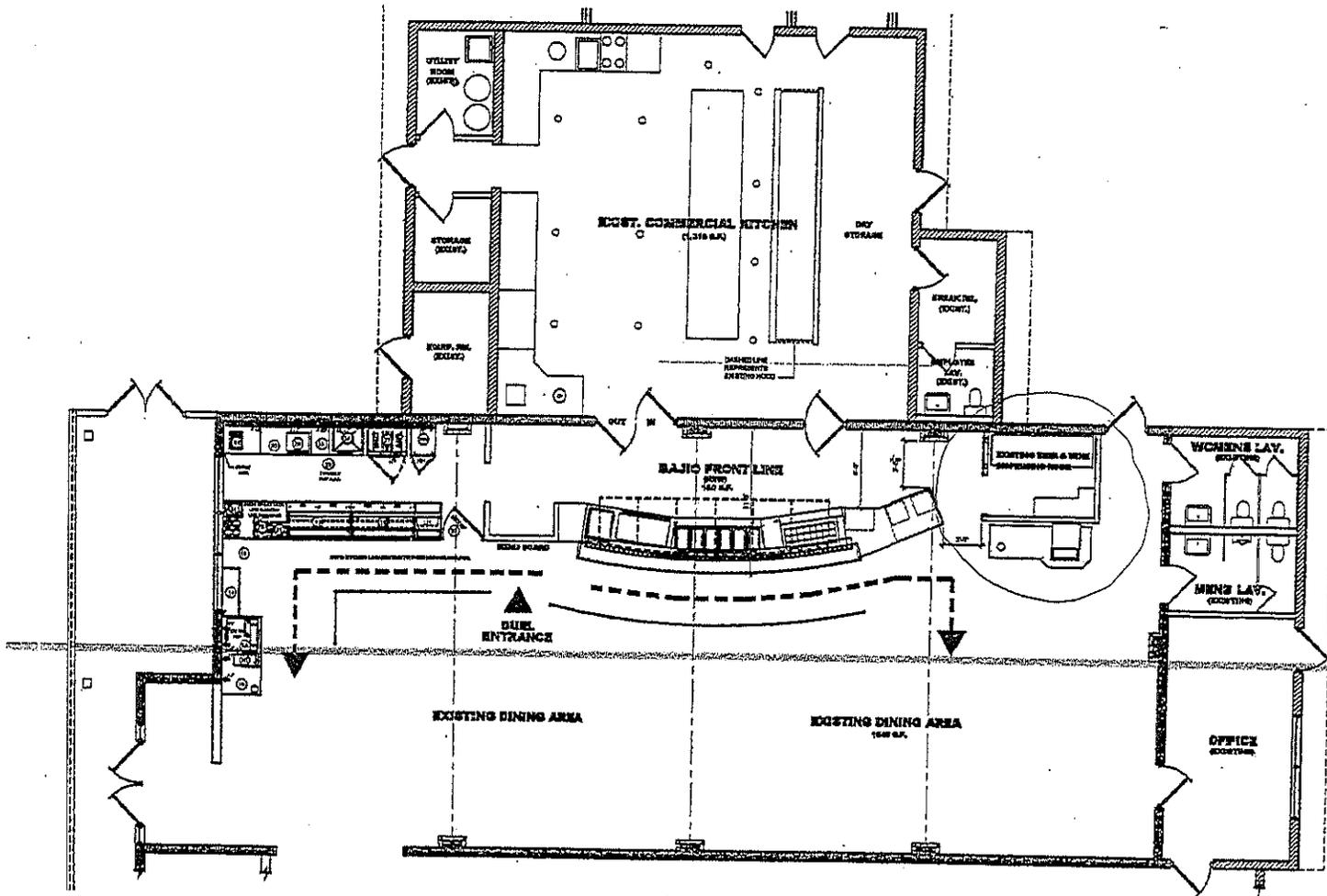
The foregoing Lease Agreement was acknowledged before me by Carole Kruljac, this 30th day of April, 2012. On said date, Carole Kruljac personally appeared before me and, after having been first duly sworn upon her oath, acknowledged that she is the President of Husky Super Stop, Inc., and as such has the authority to sign documents on behalf of the bank; that the foregoing Lease Agreement was signed by her on behalf of Husky Super Stop, Inc.; and that she executed the foregoing Lease Agreement on behalf of said corporation. Said President further acknowledged the instrument to be the free act and deed of the bank.

Witness my hand and official seal.

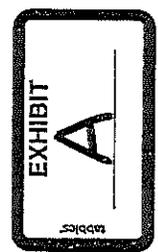


Barbara J. Nickels-Smith  
Notary Public

My Commission Expires: July 23, 2014



PDF created with pdfcrowd.com



**LARGE EQUIPMENT**

Electric soup pot Cleveland Brand	1
Vulcan-Sham oven	1
Salamander	1
True salad refrigerator (March 2012 new)	1
Salad crisper with bin (March 2012 used)	1
30" tray rack stainless table	1
Electric soup pots - 11 quarts built ins from Bintz (March 2012 new)	2
Malt Maker Hamilton Beach with 2 cups (March 2012 used)	1
Bun Warmer (March 2012 used)	1
Steamer Accutemp	1
BBQ grill on table	1
6 burner stove	1
5' flat top	1
Deep fryers	2
Small work station table	1
Manitowac ice machine	1
18" side table	1
Globe electric chopper	1
4' Utility table with drawer stainless	1
2' side table stainless	1
Metal dungee rack	1
Manual tomato slicer	1
8' 3-compartment stainless sink	1

**SMALL UTINSELS AND PANS**

Rectangular deep pan	10
5" deep pan	5
Cornbread pans	4
Drip pan for milk	1
Sheet cake cookie sheet	11
Large Colanders	2
Extra large rectangular pans	6
7 1/2" fry pans	5
8" fry pans	4
Extra large fry pan	1
Steam pans	2
Steam table rectangular pans	8
Accompanying lids	2
11 gallons soup pot	6
8 gallon soup pot	1
3 quart plastic container round with lids	4
2 quart plastic container round with lids	4

**WALK-IN COOLER**

Metro Max - shelving	4
Home Depot - plastic shelving	2
Tray Rack - stainless	1

**WALK-IN FREEZER**

Home Depot - metal shelves	8
Dungee Racks - small	2

**HAND UTENSILS**

Small whisks	4
Medium whisk	1
Large whisk	1
Large soup ladles	25
Large liquid spoons	13
Large mixing spoons	7
Large tong	1
Small tong	1



**CONSENT TO ASSIGNMENT OF LIQUOR LICENSE**

This Consent to Assignment of Liquor License made this 2<sup>nd</sup> day of May, 2012 by Los Cabos, Inc., a Wyoming corporation and Placido Mena Picos, individually (collectively "Lessee").

WHEREAS Husky Super Stop, Inc., a Wyoming corporation ("Lessor") and Lessee entered into that certain lease (the "Lease"), dated 2<sup>nd</sup> May, 2012, with respect to those certain premises described in the Lease as Cruel Jack's Restaurant; and

WHEREAS, pursuant to Paragraph 6 of the Lease, Lessee has agreed to cooperate with the transfer of Lessee's interest in and to Sweetwater County Restaurant Liquor License No. 2012-MC-0059 (the "Liquor License"), or any renewal thereof, to Lessor upon termination of the Lease, for whatever reason; and

WHEREAS the Lease has been terminated.

NOW, THEREFORE, Lessee does hereby consent to the transfer of the Liquor License to Lessor, and to the attachment of this Consent to any License and/or Permit Application which Lessor intends to file with Sweetwater County, Wyoming, in order to commence proceedings to transfer the Liquor License to the Lessor. Lessee further hereby names and appoints Carole Kruljac, or her successor(s) to be Lessee's lawful attorney-in-fact to act for Lessee in transferring Lessee's interest in and to Sweetwater County Restaurant Liquor License No. 2012-MC-0059 (the "Liquor License"), or any renewal thereof, to Lessor upon termination of the Lease.

IN WITNESS WHEREOF, Lessee executed and acknowledged this Consent to Assignment of Liquor License, including the limited power of attorney contained herein, as of the first day and year above written.

LESSEE:

Los Cabos, Inc. a Wyoming corporation

[Signature]

Placido Mena Picos, President

[Signature]

Placido Mena Picos, Individually

The State of Wyoming )  
: ss.  
County of Sweetwater )

On this 2<sup>nd</sup> day of May, 2012, before me, a Notary Public, in and for the jurisdiction aforesaid, personally appeared Placido Mena Picos to me personally known, who by me duly sworn did say that he is the President of Los Cabos, Inc.; and that said instrument was signed on behalf of said corporation by authority of the corporation; and that he acknowledged execution of said instrument to be a voluntary act and deed of the corporation.

Witness my hand and official seal.

[Signature]  
Notary Public

My Commission Expires: 1-26-2015

(Continued on the following page)





The State of Wyoming )  
 : ss.  
County of Sweetwater )

The foregoing Consent to Assignment of Liquor License, including the limited power of attorney contained therein, was acknowledged before me this 2<sup>nd</sup> day of May, 2012, by Placido Mena Picos.

Witness my hand and official seal.

Wm h Jaldiz  
Notary Public

My Commission Expires: 1-26-2015

**Los Cabos, Inc**  
**Balance Sheet - Income Tax Basis**  
As of December 31, 2011

	<u>Dec 31, 11</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
1030 · Cash in Bank - North Side State	-6,132.47
1035 · Cash In Bank - Cabos Inc #2	11,366.84
<b>Total Checking/Savings</b>	<u>5,234.37</u>
<b>Other Current Assets</b>	
1110 · Inventory	15,000.00
<b>Total Other Current Assets</b>	<u>15,000.00</u>
<b>Total Current Assets</b>	20,234.37
<b>Fixed Assets</b>	
2210 · Equipment	154,839.28
2230 · Vehicles	71,139.70
2260 · Equipment - Accumulated Deprec	-176,335.00
<b>Total Fixed Assets</b>	<u>49,643.98</u>
<b>Other Assets</b>	
2620 · Note receivable-Luis Guerrero	3,000.00
2630 · Notes Receivable-Placidos Inc	600.00
<b>Total Other Assets</b>	<u>3,600.00</u>
<b>TOTAL ASSETS</b>	<u><u>73,478.35</u></u>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Other Current Liabilities</b>	
3211 · Social Security Tax Payable	537.31
3212 · Medicare Taxes Payable	149.80
3215 · Federal Withholding Taxes Pay	328.00
3216 · State Unemployment Taxes Pay	182.61
3218 · FUTA Payable	22.47
3219 · Worker's Compensation Payable	223.72
3225 · Sales Tax Payable	1,720.92
<b>Total Other Current Liabilities</b>	<u>3,164.83</u>
<b>Total Current Liabilities</b>	3,164.83
<b>Long Term Liabilities</b>	
4540 · Notes Payable - Placido	13,453.85
4570 · Note Payable - Performance Auto	-14,185.20
<b>Total Long Term Liabilities</b>	<u>-731.35</u>
<b>Total Liabilities</b>	2,433.48
<b>Equity</b>	
5010 · Common Stock	3,000.00
5020 · Retained Earnings	15,038.81
Net Income	53,006.06
<b>Total Equity</b>	<u>71,044.87</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>73,478.35</u></u>

WDA-17A  
04/2k

WYOMING DEPARTMENT OF AGRICULTURE

CHEYENNE, WYOMING 82002

RECEIPT NUMBER

FD 033352

FOOD LICENSE



Account # 11507/11507-1

Whereas this party has made application for the licenses listed below in the State of Wyoming according to the law and agrees to comply with all laws, rules and regulations thereto, including the payment of all required fees, there is hereby issued to the applicant this license. This license is not transferable and, unless revoked, shall expire on the date indicated below.

CRUEL JACKS RESTAURANT  
8 PURPLE SAGE RD  
ROCK SPRINGS, WY 82901

Expiration Date: 3/7/2013

A handwritten signature in cursive script, reading "Jason Fearnley".

Director of Agriculture

Equal Opportunity in Employment and Services

WDA-17A  
04/2k

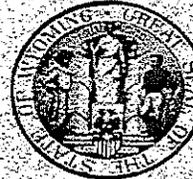
WYOMING DEPARTMENT OF AGRICULTURE

CHEYENNE, WYOMING 82002

RECEIPT NUMBER

FD 034494

FOOD LICENSE



Account # 3369/3369-1

Whereas this party has made application for the licenses listed below in the State of Wyoming according to the law and agrees to comply with all laws, rules and regulations thereto, including the payment of all required fees, there is hereby issued to the applicant this license. This license is not transferable and, unless revoked, shall expire on the date indicated below.

CRUEL JACKS BAR  
PO BOX 1480  
ROCK SPRINGS, WY 82902-1480

Expiration Date: 6/30/2013

A handwritten signature in cursive script, reading "Jason Fearnley".

Director of Agriculture

Equal Opportunity in Employment and Services

1ST BANK  
ROCK SPRINGS, WY 82901

1023

99-0033/1023

**CABOS, INC.**  
**DBA CRUEL JACKS**  
8 PURPLE SAGE RD.  
ROCK SPRINGS, WY 82901

*P-4-12*  
*\$ 375.00*

PAY TO THE  
ORDER OF

*Sweetwater Co*

*Thma Howard Security Pwca /00*

DOLLARS

MEMO



AUTHORIZED SIGNATURE

⑈001023⑈ ⑆102300336⑆0930800000499⑈

Details on Back.

Security Features Included

**NOTICE OF APPLICATION  
TO SWEETWATER COUNTY  
FOR TRANSFER:  
RETAIL LIQUOR LICENSE**

Notice is hereby given that the applicant whose name is set forth below filed a **transfer** application for a **County Restaurant Liquor License** for the period June 5, 2012 through April 9, 2013, in the office of the Clerk of the County of Sweetwater, State of Wyoming. The date of filing, the names of said applicants and the descriptions of the place or premises which the applicants desire to use as the place of sale are set forth below as follows:

<u>Date of Filing</u>	<u>Applicant</u>	<u>Description of Premises in Sweetwater County</u>
May 4, 2012	Los Cabos Inc	I-80 exit 99; Tract in T18N, R106W Section 7 dba Cruel Jack's Restaurant

Protests, if any there be, against the issuance of said license will be heard at the hour of 08:30 A.M. on the 5<sup>th</sup> day of June, 2012 in the Board of County Commissioners' meeting room, Sweetwater County Courthouse, Green River, Wyoming. Written protests may be submitted to the Board of County Commissioners up until the time of the hearing.

Dated this 5<sup>th</sup> of June 2012

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

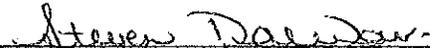
Please Advertise as Legal: May 8, 15, 22, 29, 2012.

**NOTICE OF APPLICATION  
TO SWEETWATER COUNTY  
FOR TRANSFER OF**

Notice is hereby given that on the 4th day of May, 2012 one LOS CABOS INC dba "Cruel Jack's Restaurant" filed an application for the period June 5, 2012 through April 9, 2013 in the office of the Clerk of the County of Sweetwater, State of Wyoming.

Protests, if any there be, against the issuance of said license will be heard at the hour of 08:30 a.m. on the 5th day of June, 2012 in the Board of County Commissioners' meeting room, Sweetwater County Courthouse, Green River, Wyoming.

Dated this 7<sup>th</sup> day of May 2012.

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

LIQUOR LICENSE and/or PERMIT NOTICE OF:

APPROVAL      On 6/5/2012  
 DISAPPROVAL

Board of County Commissioners of SWEETWATER County approved/disapproved (as indicated above) the following:

TYPE OF LICENSE OR PERMIT:	APPLICATION FOR (Check all that apply):
<input type="checkbox"/> Retail Liquor	<input type="checkbox"/> New
<input checked="" type="checkbox"/> Restaurant Liquor	<input type="checkbox"/> Renewal
<input type="checkbox"/> Resort Liquor	<input checked="" type="checkbox"/> Transfer of Ownership
<input type="checkbox"/> Limited Retail Liquor	<input type="checkbox"/> Transfer of Location
<input type="checkbox"/> County Retail Malt Beverage Permit	<input type="checkbox"/> Transfer of Limited Retail Liquor License to Restaurant Liquor License

FEE	Annual Fee	Pro-Rated Fee
Basic License Fee	\$0.00	
Additional Dispensing Room Fee	\$0.00	
Transfer of License Fee	\$100.00	
<b>Total License Fee</b>	<b>\$100.00</b>	

LOS CABOS INC      CRUEL JACK'S RESTAURANT  
 (Applicant) / (Trade Name - D/B/A)

8 PURPLE SAGE RD      WEST OF ROCK SPRINGS      WY      82901  
 (Premise address) / (City) / (State) / (Zip)

117 K STREET      ROCK SPRINGS      WY      82901  
 (Mailing address) / (City) / (State) / (Zip)

for the term of: June 5, 2012      through: April 9, 2013

\_\_\_\_\_  
 (County Clerk signature)



**RESOLUTION 12-06-CL-01  
SWEETWATER COUNTY  
BUDGET AMENDMENT**

DUE to unanticipated expenditures for Wildland Fires in the amount \$8,774,

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:

County Fire Marshall – Salaries & Benefits	S 5,208
County Fire Marshall – Operating	S 3,566
General County Administration Budget Adjustments	(\$8,774)

Dated at Green River, Wyoming this 5th of June, 2012.

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

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

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

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

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

ATTEST:

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

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

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 \$8,774 due to unanticipated expenditures for Wildland Fires,

Said hearing will be held at the Sweetwater County Commissioners' meeting room in the County Courthouse in Green River, Wyoming on the 5th day of June, 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 30<sup>th</sup> day of May, 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 June 1, 2012.

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**RESOLUTION 12-06-CL-02**  
**SWEETWATER COUNTY**  
**BUDGET AMENDMENT**

**DUE** to the incurred capital expenditures for the remodel of the Child Development Center building in Rock Springs, in the amount \$50,000,

**WHEREAS**, it has been determined that the aforementioned funds need to be budgeted 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:

6 <sup>th</sup> Penney Revenue CDC	\$50,000
Building Improvements	\$50,000

Dated at Green River, Wyoming this 5th of June, 2012.

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

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

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

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

**ATTEST:**

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

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

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

NOTICE OF PUBLIC HEARING  
SWEETWATER COUNTY  
BUDGET AMENDMENT

Notice is hereby given of a Public Hearing to amend the Sweetwater County 2011-2012 budget in the amount of \$50,000 due to capital expenses for the remodel of the Child Development building in Rock Springs,

Said hearing will be held at the Sweetwater County Commissioners' meeting room in the County Courthouse in Green River, Wyoming on the 5th day of June, 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 30<sup>th</sup> day of May, 2012.

Board of County Commissioners  
Sweetwater County, Wyoming

Attest:

(s) Wally J Johnson, Chair

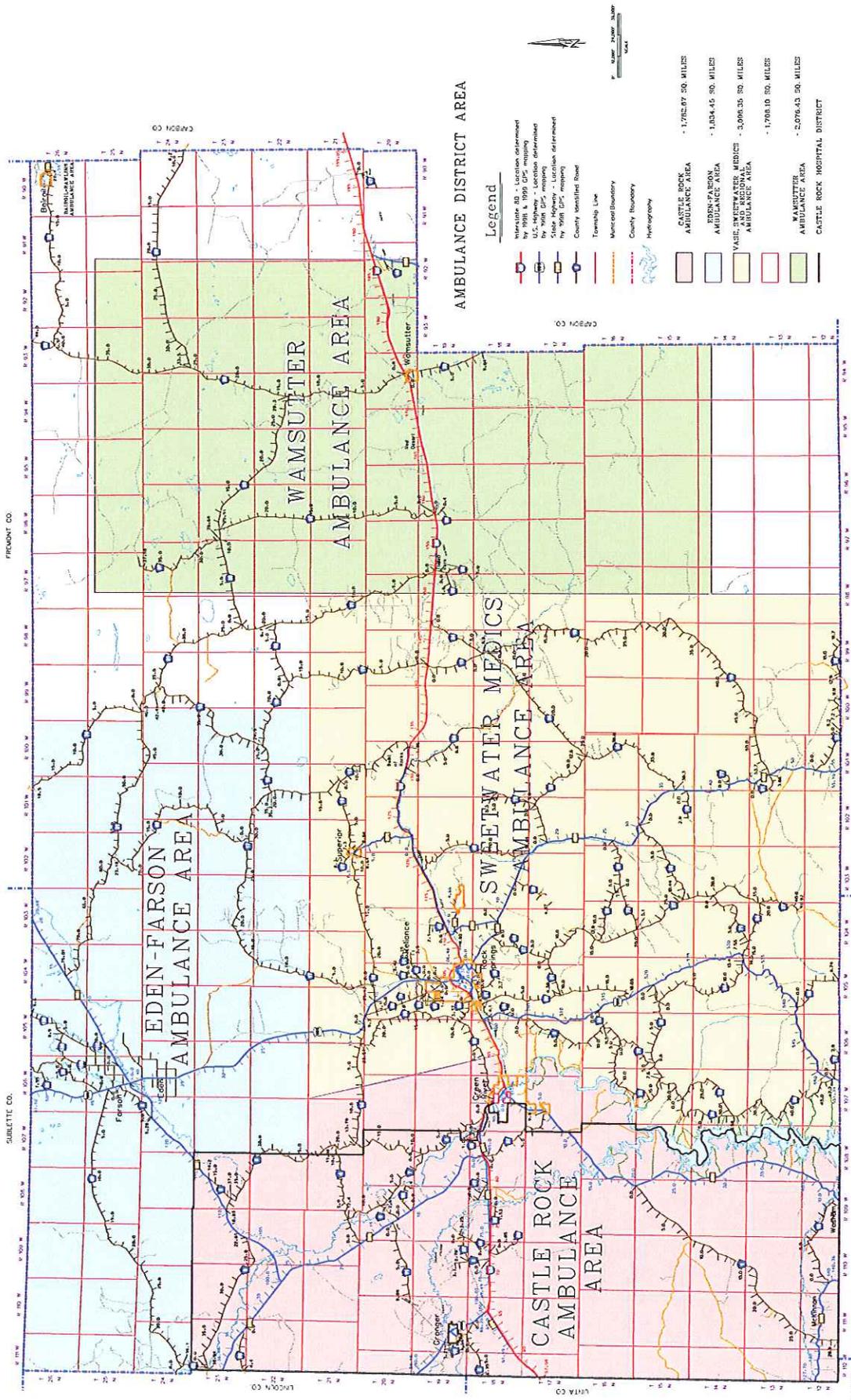
(s) Steven Dale Davis, County Clerk

Please Advertise as a Legal Advertisement on June 1, 2012.

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# AMBULANCE DISTRICT AREA - 1ST CALL OUT



## AMBULANCE DISTRICT AREA

- Legend**
- Interstate 30 - Location determined by 1998 & 1999 GPS mapping
  - U.S. Highway - Location determined by 1998 & 1999 GPS mapping
  - State Highway - Location determined by 1998 GPS mapping
  - County Identified Road
  - Township Line
  - Municipal Boundary
  - County Boundary
  - Hydrography

- CASTLE ROCK AMBULANCE AREA - 1,792.87 SQ. MILES
- EDEN-FARSON AMBULANCE AREA - 1,834.45 SQ. MILES
- WAMSUTTER AMBULANCE AREA - 3,096.35 SQ. MILES
- SWEETWATER MEDICS AMBULANCE AREA - 1,788.10 SQ. MILES
- SWEETWATER AMBULANCE AREA - 2,076.43 SQ. MILES
- CASTLE ROCK HOSPITAL DISTRICT

NOTE: Barroll is in the Rawlins Ambulance Area

**IMPORTANT NOTICE**

This map is for informational purposes only and does not constitute a contract. The user assumes all responsibility for the accuracy and completeness of the information shown on this map. The information shown on this map is based on the best available data as of the date of the map's publication.

Area	Area	Area	Area	Area

Prepared by: [Name] [Title] [Date]

Map of Utah Ambulance Districts - 1st Call Out - 2010

**AMBULANCE AGREEMENT BETWEEN SWEETWATER COUNTY,  
WYOMING AND SWEETWATER MEDICS EMERGENCY SERVICES**

This Agreement is made and entered into by and between the Board of County Commissioners, 80 West Flaming Gorge Way, City of Green River, County of Sweetwater, State of Wyoming 82935 (hereinafter referred to as County), and Sweetwater Medics Medical Services, P.O. Box 356, City of Rock Springs, County of Sweetwater, State of Wyoming 82902 (hereinafter referred to as Sweetwater Medics).

**Section One: Recitals**

1. County desires to provide ambulance services when needed.
2. County has investigated various methods of providing ambulance services at reasonable cost.
3. Sweetwater Medics is in the business of providing ambulance services and possesses the necessary personnel and equipment to provide services.

**Section Two: Sweetwater Medics Responsibilities**

1. Sweetwater Medics shall respond to all requests for emergency ambulance service received directly by them or dispatched through the Sweetwater County Sheriff's Office. Provider shall cooperate together with other ambulance providers to insure that resources are utilized in the most efficient means possible. However, Sweetwater Medics shall not be responsible for transfers of patients **from Sweetwater County Memorial Hospital** to other medical facilities, but may choose to offer such services.
2. Provider shall utilize Advance Life Support ambulances (by standards of the Wyoming Emergency Medical Rules and Regulations) to provide services under this agreement on a twenty – four (24) hour per day basis on all emergency calls. **All ambulances that respond to emergency calls under this contract must be staffed by a minimum of at least one certified EMT-Intermediate, and one certified EMT-Basic or BEC/EMR, (Basic Emergency Care/Emergency Medical Responder).**
3. When patient condition warrants, Provider may utilize Basic Life Support ambulances (by standards of the Wyoming Emergency Medical Rules and Regulations).
4. **Provider must supply a minimum of two (2) advanced life support ambulances with fully staffed crews, 24 hours per day, seven days a week. At least two (2) ALS ambulances will be available solely for emergency medical responses in the coverage area. Provider must staff at a minimum four (4) personnel on duty at all times to respond to emergency calls. The coverage area is that shown on the Sweetwater County AMBULANCE DISTRICT AREA – FIRST CALL OUT Map which is attached hereto, and incorporated herein by this reference.**
5. Provider shall designate a medical director within the service area of the County that will oversee the treatment protocols and policies in which the provider shall follow.
6. Upon responding to a call, Sweetwater Medics shall provide emergency care by qualified personnel, and if deemed necessary by such personnel or consulting physician, shall provide transportation to Sweetwater County Memorial Hospital.
7. Sweetwater Medics shall provide emergency medical transport of prisoners who have been booked into the Sweetwater County Detention Facility from such facility to

Memorial Hospital of Sweetwater County, without charge to Sweetwater County.

8. Sweetwater Medics shall provide standby service **at no additional charge** for all emergency responders in the event of man-made or natural disasters (e.g., ice, snow, wind, flooding, drowning, mass casualty incident, structure fires), or other conditions as determined by Sweetwater County government agencies.

Resources allocated to such events shall be allowed to respond to other concurrent emergencies if no direct on-scene medical emergency is present. Notification and clearance shall be given to do so by the agency commanding the incident.

**This requirement shall not require Sweetwater Medics to provide stand-by service to wildland fires that will take units out of the population centers of the response area, unless an identified medical emergency exists related to the wildland incident(s).**

**This requirement shall not require Sweetwater Medics to provide stand-by service for incidents involving State of Wyoming Department of Homeland Security resources, or any other State or Federal emergencies, unless an identified medical emergency exists related to the emergency.**

9. Sweetwater Medics shall provide transport of patients requiring medically-necessary ambulance transport, as determined by a physician, to Wyoming Behavioral Institute in Casper, Wyoming, when these patients fall under Wyoming State Statute Title 25, Institutions of The State. These services shall be provided at \$2750.00 per round trip charge to Sweetwater County.
10. **Sweetwater Medics shall provide event stand-by services for events that require ambulance stand-by services at the Sweetwater County Events Complex, at the request of the Events Complex administration. Sweetwater Medics agrees to be compensated under the terms of an agreement with the Sweetwater County Events Complex.**
11. Sweetwater Medics shall ensure that no person shall be denied the benefits of any service provided in whole or in part on the basis of race, color, national origin, sex, disability, or ability to pay.
12. Sweetwater Medics shall allow County, or its' designee, to examine its financial records pertaining to the services provided under this agreement at any time upon reasonable notice.
13. **If the County develops an oversight committee or any other committee which the County has bestowed the authority to review on their behalf the performance of this agreement with Sweetwater Medics, Sweetwater Medics shall comply with all requests for records pertaining to the services provided under this agreement, to assure that all requirements in this agreement are being met and moreover, to monitor the performance of Sweetwater Medics regarding patient care, and financial position.**
14. Sweetwater Medics shall comply with all HIPAA Guidelines, federal, state, and local laws, rules and regulations governing the provision of ambulance services in accordance with this Agreement.
15. HIPAA Compliance Clause – Provider shall adhere to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, which was enacted on

August 21, 1996. The Privacy Rule standards address the use and disclosure of individuals' health information – called “protected health information” by organizations subject to the Privacy Rule – called “covered entities,” as well as standards for individuals' privacy rights to understand and control how their health information is used.

### **Section Three: Equipment & Supply Standard**

1. Provider shall ensure that each ambulance is equipped to state standards and that all vehicles, equipment, and supplies are maintained in a safe, mechanical condition at all times.
2. Ambulances designated ALS must meet all state standards for the operation and classification for ALS ambulances as stated in Rules and Regulations of the State Emergency Medical and maintained as required by state laws.
3. Provider shall maintain fleet maintenance records of repairs and inspections of the ambulances and have them available for County's inspections at all times.

### **Section Four: Records and Reports**

1. Provider shall provide monthly HIPAA Compliance call sheets to the County that shall consist of number of calls, amount billed, amount collected, **bad debt write-offs**, non-transport calls, (otherwise known as a “dry runs”), and **transfers to other medical facilities**.
2. Provider shall provide to the County a monthly schedule for coverage.

### **Section Five: County's Responsibilities**

1. County shall consult with and advise Sweetwater Medics as necessary to ensure the satisfactory completion of Sweetwater Medics duties and responsibilities under this Agreement.
2. County shall inform the Joint Dispatch for Sweetwater County to dispatch Sweetwater Medics to all emergency medical calls received by them in the identified response area.

### **Section Six: Payment Terms**

County shall pay Sweetwater Medics for the services specified in this Agreement at the monthly rate of **\$20,664.00** for the first twelve (12) months. The payment for services shall be increased five percent (5%) for the second year of this agreement. The monthly payment for the second year shall be **\$21,697.20**.

Sweetwater Medics shall submit an approved voucher to County on or before the twenty-fifth day of each month to facilitate payment.

County shall, when deemed prudent, apply for grant funding for emergency medical equipment and supplies to be utilized by Sweetwater Medics in delivering emergency medical care to Sweetwater County residents. All equipment and supplies shall remain the property of Sweetwater County.

### **Section Seven: Terms of Agreement**

Except as otherwise provided herein, this Agreement shall remain in full force and effect for a period of **twenty four (24)** months from July 1, 2012 to June 30, 2014. Each term shall automatically renew, for subsequent periods of the same length as the original term, unless either party gives the other written notice of termination at least ninety (90) days prior to expiration of the then-current term. Upon automatic renewal, the payment terms of the agreement shall increase 5% at the anniversary date of the execution of this agreement.

#### **Section Eight: Sovereign Immunity**

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

#### **Section Nine: Indemnification**

Sweetwater Medics shall indemnify County and hold it harmless from any and all liability, including that arising from loss or damage to property or any injury to or death of any person, which may be suffered by County as a result of any and all claims, demands, costs or judgments against it and which are the direct or proximate result of the negligence or willful misconduct of, or the breach of any of the terms and conditions of this Agreement by Sweetwater Medics, its directors, officers, employees or agents. Sweetwater Medics shall maintain adequate insurance coverage for any and all services which it provides to County under this Agreement.

#### **Section Ten: Status of Sweetwater Medics**

Sweetwater Medics represents that it is engaged in an independent trade, occupation, profession, or business, and that the relationship between it and County under this Agreement is that of governmental entity and independent contractor. Neither Sweetwater Medics nor its directors, officers, employees or agents are considered for any purposes as officers, employees, or agents of County. Sweetwater Medics understands and agrees that as an independent contractor, no health, hospitalization or disability benefits, workers' compensation, unemployment insurance, group life insurance, personal indemnity or similar benefits available to County employees shall accrue to it, its directors, officers, employees or agents.

#### **Section Eleven: Absence of Waiver**

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

#### **Section Twelve: Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Wyoming.

#### **Section Thirteen: Entire Agreement**

This Agreement shall constitute the entire agreement between the parties, and any prior understanding or representation of any kind preceding the date of this Agreement shall not

be binding on any party except to the extent incorporated in this Agreement.

**Section Fourteen: Modification of Agreement**

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

**Section Fifteen: Assignment of Rights**

The rights of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express and written consent of the other party.

**Section Sixteen: Partial Invalidity**

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

**Section Seventeen: Termination of Agreement**

This agreement may be terminated, by either party, for any reason, upon receipt of written notice **ninety (90)** days prior to the desired termination date.

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

Board of County Commissioners  
County of Sweetwater  
State of Wyoming

ATTEST:

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

By: \_\_\_\_\_  
Wally Johnson, Chairman

\_\_\_\_\_  
Date

Sweetwater Medics Emergency Services  
P.O. Box 356  
Rock Springs, WY 82902

By: \_\_\_\_\_

\_\_\_\_\_  
Date



DEPARTMENT OF JUVENILE PROBATION  
SWEETWATER COUNTY, WYOMING  
P.O. Box 1297  
GREEN RIVER, WYOMING 82935

**GSP ELECTRONIC MONITORING PROGRAM**  
**May 8, 2012**

Sweetwater County Juvenile Probation (SWCJP) is requesting that the Sweetwater County Board of County Commissioners approve the purchase of (3) additional GPS electronic monitoring units and (2) additional years of service agreements for (5) units in total, (2) units were previously approved. The Sweetwater County Juvenile Services Board (SWCCJSB) approved and allocated the funds to purchase the (3) additional GPS units and service agreements at our last meeting on April 11, 2012. The proposal is as follows:

NEED: A GPS program would provide twenty four hour supervision for high/medium risk offenders and will be considered as an additional alternative to placements at our detention center or for any other type of out of home placement. High risk offenders could include those at risk of absconding from supervision, offenders charged with felony offences or those youth in detention that are waiting to be transferred to an out of community placement. Medium risk offenders would include youth being considered for placement in our local Youth Homes or those that demonstrate willingness to discontinue their deviant behavior within our communities in the county.

SERVICE PLAN: The service plan will provide (3) options of supervision levels that will be selected for each individual client. The plan will provide a level of supervision based on the individual needs or the risk to the community from each client.

CAPABILITIES: The system can verify the location of the client as dictated by the monitoring agent in Sweetwater County, per the individual needs in each case on a twenty four hour basis. The client's location would be verified by GPS and recorded (1) point per minute, each day he/she is being monitored. The level of monitoring will be determined by the local monitoring agent or the Juvenile Court. Types of supervision can include time frames for specific dates and places, exclusion zones for the protection of victims or no contact zones with co-defendants. Mandatory locations such as school, mental health facilities or places of employment can also be monitored for strict compliance. Non-compliance with any of the supervision requirements would initiate immediate notification from the monitoring service, Behavioral Interventions (BI) to the local supervising agent.

EQUIPMENT COSTS: (purchase option): Onetime payment of \$7,350.00 for the equipment and \$9,441.00 for an additional (2) year service agreement and network plan on all (5) units. An additional (2) year warranty on the (2) units purchased previously is included in the \$9,441.00. The total cost would be a onetime allocation of \$16,791.00. An additional cost of \$1.68 to \$3.82 per unit per day will be required for the monitoring service which is provided by (BI), the service provider for our current program. Those costs are contained within the grant we receive from Volunteers of America which is also the funding source for the Pre Court Diversion program facilitated by (SWCJP). As the Department Head of Juvenile Probation I would consider rental fees for the equipment unsustainable and would not consider this option given budget constraints.

**GSP ELECTRONIC MONITORING PROGRAM**

**May 8, 2012**

**Page 2**

If the Commission chooses to approve the purchase of the additional GPS units and service agreements, it would give (SWCJP) the capability of monitoring (5) high/medium risk probationers at any given time. Given the objective of implementing long term sustainable programs for the county with (SWCCJSB) funding, it would appear that expanding the GPS program could reduce future placements in our local detention center and possibly reduce out of county placements as well. I have had an opportunity to discuss the capability of this equipment with Judge James, the Juvenile Court Judge for Sweetwater County, and she agreed that it could be a viable option to reduce out of home placements of Sweetwater County youth.

It should be noted that youth who remain in our communities receive their education in our local school systems, have access to our local mental health programs and contribute to other community providers as well. Family unity with behavior modifications has also been proven to help them become more successful members of society in the future.

I hope that I have provided enough information to the Commission so a decision can be made regarding your approval for the expansion and implantation of the GPS program for our county. Thank for you time and consideration in this matter.

Mike Wilder,  
Director  
Sweetwater County Juvenile Probation

CYS  
5/16/12

EQUIPMENT SCHEDULE NO. 2

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

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

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

**PURCHASE PRICE:** \$6,150.00 (exclusive of any applicable taxes)

**\* ANNUAL TELCO SERVICE CHARGE:** \$1,200.00 (exclusive of any applicable taxes)

**TOTAL:** \$7,350.00 (exclusive of any applicable taxes)

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

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

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

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

**BI INCORPORATED**

**SWEETWATER COUNTY**

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

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

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

\_\_\_\_\_  
**Printed Name**

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

\_\_\_\_\_  
**Printed Title**

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

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

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

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

CB  
5/16/12

## EXTENDED WARRANTY AND SUPPORT SERVICES AGREEMENT

Agreement No. 042612CW1

This Agreement ("accrue Agreement") is made by and between BI INCORPORATED, a corporation organized under the laws of the State of Colorado, with its principal place of business at 6400 Lookout Road, Boulder, CO 80301 and SWEETWATER COUNTY with its principal place of business at 80 W. Flaming Gorge Way, Ste. 19, Green River, WY 82935 (hereinafter "Customer").

WHEREAS, Customer has determined that a present need exists for the maintenance and support services contemplated herein, and

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

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

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

### 1. EXTENDED WARRANTY AND SUPPORT SERVICES

Customer is entitled to receive those maintenance and support services as further described in the attached Warranty and Support Coverage sheet(s) (the "Coverage") for that equipment as set forth in Exhibit A (the "Equipment").

- 2. AGREEMENT TERM: 24 Months
- 3. EFFECTIVE DATES OF COVERAGE: June 1, 2013 through May 31, 2015
- 4. TOTAL COST OF COVERAGE: \$9,441.00
- 5. MONTHLY PAYMENT: \$393.26 for the first month  
\$393.38 for the last 11 months
- 6. SCHEDULE OF COVERED EQUIPMENT: See Exhibit A
- 7. DISPOSABLE SUPPLIES:

For every year of the Term hereof, Customer is entitled to one (1) battery, four (4) Locking Pin Sets, one (1) Bridge Strap, one (1) Standard Strap, one (1) Bridge/Buckle with Hinge Pin, four (4) Backplates, and two (2) Battery covers with O-rings, Charger Port Cover. Includes Telecom of unit.

### 8. LIMITATION OF LIABILITY

BI's entire liability and Customer's exclusive remedy for damages from any cause whatsoever, and regardless of the form of action, whether contract, warranty or tort (including negligence), shall be limited to the aggregate payments made hereunder that is the subject matter of or is directly related to the cause of action. The foregoing limitation will not apply to claims by third parties for personal injury or property damage arising out of the negligence of BI.

IN NO EVENT WILL BI BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF USE OF THE EQUIPMENT, PERFORMANCE OF SERVICES PROVIDED UNDER THIS AGREEMENT, OR ARISING OUT OF CUSTOMER'S FAILURE TO PERFORM ANY OF ITS RESPONSIBILITIES HEREUNDER. IT WILL BE CUSTOMER'S RESPONSIBILITY TO ADEQUATELY SAFEGUARD ITS DATA USED IN CONJUNCTION WITH EQUIPMENT.

### 9. GENERAL

Without the prior written consent of BI, Customer shall not assign or transfer this Agreement.

The entire Agreement between the parties with respect to the subject matter hereof is contained in this Agreement. There are no understandings, representations or warranties expressed or implied, not specified herein, respecting this Agreement or the services furnished hereunder. BI shall not be liable for any failure or any delay in performance hereunder if such failure or delay is due, in whole or in part, to any cause beyond its control. Any pre-printed terms and conditions of any purchase order issued in connection with this Agreement or maintenance service of the Equipment shall be superseded by the terms and conditions of this Agreement and of no force and effect. Either party may terminate this Agreement at any time for failure of the other to comply with any of its terms and conditions. Such termination will require a written notice as described herein.

Customer shall pay any and all applicable state and local taxes that may be due from this Agreement.

Interest on any amount which is past due shall accrue at the rate of 1-1/2% per month, or if such rate exceeds the maximum rate allowed by law, then at such maximum rate, and shall be payable on demand. Customer agrees that BI may withhold Coverage services to Customer if Customer's account with BI is delinquent.

This Agreement shall not be deemed or construed to be modified or amended, in whole or in part, except by written amendment signed by the parties hereto.

Either party may cancel this Agreement at any time, without cause, with thirty (30) days prior written notice.

Any provision of this Agreement which is unenforceable under the laws of any jurisdiction which are applicable hereto shall be ineffective to the extent such laws apply without causing such provision to be ineffective under the laws of any other jurisdiction which may be or may become applicable and without invalidating the remaining provisions of this Agreement. The captions set forth herein are for convenience only and shall not define or limit any of the terms hereof. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

No action, regardless of form, arising out of this Agreement may be brought by either party more than two years after the cause of action has arisen, or, in the case of an action for non-payment, more than two years from the date payment was due.

Customer has read this Agreement and understands that the terms and conditions apply fully to all documents made a part of this Agreement and acknowledges that it understands and is bound by this Agreement.

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

By execution hereof, the signer hereby certifies that signer is duly authorized to execute this Agreement on behalf of Customer.

**SWEETWATER COUNTY**

**BI INCORPORATED**

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

Michael Pharris

\_\_\_\_\_  
**Printed Name**

Assistant Controller

\_\_\_\_\_  
**Printed Title**

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

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

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Printed Title**

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

EXHIBIT A  
 to the  
 EXTENDED WARRANTY AND SUPPORT SERVICES AGREEMENT  
 Agreement No. 042612CW1 ("Agreement")  
 between  
 BI INCORPORATED ("BI")  
 and  
 SWEETWATER COUNTY ("Customer")

Quantity Model	Serial #'s	Annual Unit Cost	Coverage Start Date	Coverage Expiration Date	Annual Cost of Coverage
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**FIELD EQUIPMENT** - The Coverage for the following Equipment is as set forth on the BI Home Escort - Field Equipment Warranty and Support sheet which is attached hereto and made a part hereof.

5	ExacuTrack One Unit	See Exhibit B	\$944.10	06/01/2013	05/31/201	\$9,441.00
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**Total Maintenance Cost for Term Specified: \$9,441.00**

EXHIBIT B  
to the  
EXTENDED WARRANTY AND SUPPORT SERVICES AGREEMENT  
Agreement No. 042612CW1 ("Agreement")  
between  
BI INCORPORATED ("BI")  
and  
SWEETWATER COUNTY ("Customer")

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**SERIAL NUMBERS TO BE PROVIDED BY AGENCY**

**TBD at Shipment**

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

**1. General** - The term "Customer" used herein shall refer to the Customer, Lessee or Service Provider as specifically defined in the Agreement which incorporates this document. This warranty is provided only on ExacuTrack™ field equipment. For the purposes of this warranty, ExacuTrack™ field equipment shall be defined as the following BI equipment identified by the BI Incorporated trademark, trade name or logo: (i) Tracking Unit, (ii) Beacon (the "Equipment"). The Equipment is warranted to be free from defects of workmanship or material under normal use and service, and shall be free from all liens, claims and encumbrances. Customer will be responsible for the proper use, management and supervision of the Equipment. Customer agrees that BI will not be liable for any damages caused by Customer's failure to fulfill these responsibilities. Service requested for the Equipment outside the scope of this warranty will be furnished to Customer at BI's standard rates and terms then in effect.

**2. Term** - The warranty coverage provided hereunder is available to the Customer for a period of twelve (12) months from the date of receipt of the Equipment by Customer (the "Coverage Term").

**3. Service and Parts** - BI will make all adjustments, repairs and replacement parts necessary to keep the Equipment in good working order at no charge to Customer. All replaced parts will become the property of BI on an exchange basis. Replacement parts will be new parts or parts equivalent to new in performance when installed in the Equipment. Service pursuant to this warranty will normally be furnished by BI or its designee. If persons other than BI or its designee perform maintenance or repair at Customer's request, and as a result further repair by BI is required to restore the Equipment to good operating condition, such repairs will be chargeable to Customer at BI's standard rates and terms then in effect. BI shall have full and free access to the Equipment to perform this service. Maintenance service required on the Equipment will be performed at BI's facility. All repairs are warranted to be free from defect in material and workmanship for a period of ninety (90) days from the date of repair.

**4. Freight** - Equipment which is to be returned to BI for service under this warranty shall be returned in accordance with BI's RMA policy.

**5. Technical Support** - Technical Support entitles the Customer to remote diagnostic support, trouble-shooting by telephone and assistance on obtaining service on Customer's Equipment during the applicable Coverage Term. BI's Customer Support Department is available to the customer Monday through Friday from 8:00 AM to 5:00 PM Mountain Time by calling BI Monitoring 1-800-825-1044. On-call Customer Support representatives are available for emergency situations between the hours of 5:00 PM and 8:00 AM Mountain Time, or during weekends or holidays.

**6. Exclusions** - The foregoing warranties will not apply if adjustment, repair or parts replacement is required because of accident, transportation by customer, neglect, abuse or misuse (not including abuse or misuse by a client/participant in Customer's electronic monitoring program), air conditioning or humidity control, theft, fire or water damage, telephone equipment or communication lines failure, failure of foreign interconnect equipment, use of external materials which do not adhere to BI specifications, or causes other than ordinary use. BI shall not be required to adjust or repair any unit of Equipment or part if it would be impractical to do so because of alterations in the Equipment, its connection by mechanical or electrical means to unauthorized equipment or devices, or if the Equipment is located outside the U.S. **THE EQUIPMENT IS INTENDED SOLELY FOR THE PURPOSE OF IDENTIFYING THE PRESENCE OR ABSENCE OF A PERSON UNDER SPECIFIC CIRCUMSTANCES. THE PRODUCT IS NOT IMPERVIOUS TO TAMPERING OR MISUSE. ITS USE OR ASSIGNMENT IS LEFT SOLELY TO THE DISCRETION OF A RESPONSIBLE JUDICIAL OR CORRECTIONAL OFFICIAL.**

**7. Limitation of Liability**- BI's liability for warranty hereunder is limited to restoring the Equipment to good operating condition provided that Customer has complied with the manufacturers' requirements relative to the Equipment.

**8. Return Material Authorization (RMA) Policy** - Freight charges to and from BI's facility for Equipment eligible for return hereunder shall be paid by BI when pre-authorized by a Return Material Authorization (RMA) number issued by BI's Customer Support Department, and only when BI's pre-printed shipping labels are used. BI's pre-printed shipping labels provide the Customer with ground delivery to BI's facility. Freight charges incurred by BI for equipment which is returned in a manner which is inconsistent with BI's pre-printed shipping labels, or without an RMA number will be charged back to the Customer. Customers who have multiple sites will be provided shipping labels only at those sites which have a host system or an excess of fifty units. BI reserves the right to deny service to any Customer who does not adhere to the conditions of this policy. BI's Customer Support Department is available to the Customer Monday through Friday from 8:00 AM to 5:00 PM Mountain Time by calling 1-800-241-5178.

**9. Non-Warranty Repairs** - During the Coverage Term, Customers returning Equipment with damage that is not covered under this warranty will be contacted by BI for authorization to repair the Equipment. Such repairs are subject to BI's standard non-warranty repair rates in effect at the time of the repair. Customers shall be subject to a minimum service charge of \$50.00 for all such returns, even if no repair is authorized. In the event BI is unable to obtain authorization to repair non-warranty damage within seventy-five (75) days from the date of a unit's receipt by BI, the unit will be returned and Customer will be subject to the minimum service charge of \$50.00.

CS  
3/21/12

**BI INCORPORATED  
PURCHASE AGREEMENT**

Agreement No. 031312VG1 ("Agreement")

---

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

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

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

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

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

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

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

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

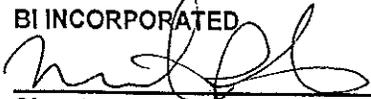
5. **Title and Risk of Loss.** Title and Risk of Loss of Equipment purchased by Customer shall pass to Customer upon shipment F.O.B. from BI's facility.
6. **Site Preparation and Equipment Installation.** Customer at its expense, shall prepare the site for installation of the Equipment, including required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

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

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

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

BI INCORPORATED

  
 \_\_\_\_\_  
 Signature

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

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

4-12-12  
 \_\_\_\_\_  
 Date

SWEETWATER COUNTY

  
 \_\_\_\_\_  
 Signature

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

Chair, Sweetwater County Board  
 \_\_\_\_\_  
 Printed title of County Commissioners

\_\_\_\_\_  
 Date

EQUIPMENT SCHEDULE NO. 1

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

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

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

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

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

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

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

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

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

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

BI INCORPORATED

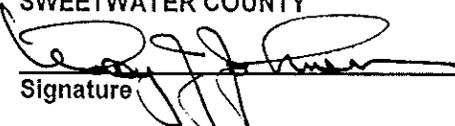
\_\_\_\_\_  
Signature

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

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

4-12-12  
\_\_\_\_\_  
Date

SWEETWATER COUNTY

  
\_\_\_\_\_  
Signature

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

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

\_\_\_\_\_  
Date

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

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

## Price proposal for BI ET One GPS Technologies

Date: February 2, 2012

For: Sweetwater County Community Juvenile Services Board

From: BI Incorporated

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

Includes:

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

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

EXHIBIT A

TO THE  
EXACUTRACK™ SERVICE AGREEMENT  
AGREEMENT NO. 021312VG1 ("Agreement")

BETWEEN  
BI INCORPORATED ("BI")  
AND

SWEETWATER COUNTY JUVENILE PROBATION ("Agency")

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

**EXACUTRACK SERVICE CHARGES:**

**EXACUTRACK ONE CHARGES:**

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

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

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

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

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

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

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

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

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

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



## FREUDENTHAL & BONDS, P.C.

ATTORNEYS AT LAW  
129 EAST CARLSON STREET (82009)  
P.O. BOX 387  
CHEYENNE, WYOMING 82003

STEVEN F. FREUDENTHAL  
BARBARA E. BONDS

TELEPHONE (307) 634-2240  
TELECOPY (307) 634-0336  
EMAIL: [FIRM@WYOLAW.COM](mailto:FIRM@WYOLAW.COM)

May 30, 2012

Sweetwater County Commissioners  
Sweetwater County Courthouse  
Green River, WY 82935

Re: Industrial Development Revenue Bonds/Ur-Energy Inc. Project

Dear Commissioners:

The purpose of this letter is to provide a general introduction to a discussion to be held at your meeting on June 5, 2012, with representatives from Ur-Energy Inc. (the "Applicant"), a mining company that is focusing on exploration and development of uranium properties in the United States and Canada. Ur-Energy Inc. is a corporation continued under the Canada Business Corporations Act on August 8, 2006. The registered office of the Corporation is located at 55 Metcalfe Street, Suite 1300, Ottawa, Ontario K1P 6L5. The Corporation's United States headquarters are located at 10758 West Centennial Road, Suite 200, Littleton, Colorado 80127. The Corporation also has an office at 5880 Enterprise Drive, Suite 200, Casper, Wyoming 82609. Common Shares of the Applicant are listed on the Toronto Stock Exchange (TSX) under the symbol "URE" and on the NYSE Amex under the symbol "URG."

Representatives of the Applicant attending your meeting will be Wayne Heili, President and CEO, and Roger Smith, CFO and CAO. Robert DeMonbrun, Senior VP, Gates Capital, who is acting as Financial Advisor to the Applicant, and I will also be there.

The Applicant is working on property located in Sweetwater County (the "County"), at an area commonly known as Lost Creek. The property, which is located approximately 40 miles northeast of Rock Springs and 20 miles west of Bairoil, consists of approximately 43,500 acres and the Applicant controls 2,184 unpatented mining claims. The Applicant has obtained all the required permits to begin mine operations with the exception of the BLM approval of the Lost Creek Plan of Operations. This permit is expected to be granted in late summer 2012. To date the Applicant has invested a considerable amount of capital in the Lost Creek Project and is interested in obtaining additional financing through the Wyoming State Treasurer's Industrial Development Bond Program (the "Guidelines," a copy of which is included with this submission).

Pursuant to Wyo. Stat. § 9-4-715(m), the Wyoming State Treasurer can promote economic development in the state through the investment of permanent funds through the purchase of industrial development bonds issued by counties under the provisions of Wyo. Stat. §§ 15-1-701 through 15-1-709 (the "Industrial Development Bond Act"), under the following conditions

(i) No investment shall be made without the recommendation of the Wyoming Business Council (the "Business Council") and written approval of the Governor;

(ii) No investment shall be made unless:

(A) The bonds are to finance the cost of acquisition of land or rights-of-way and the purchase, construction, and installation of buildings, appurtenant personal property and equipment which will add economic value to goods, services or

resources within or outside this state. Any right-of-way acquired under the provisions of this paragraph shall follow an existing utility corridor whenever practical. The buildings, appurtenant personal property and equipment shall be used:

(I) As part of the construction of a facility or infrastructure for manufacturing or processing or generating power, transporting oil or gas, transmitting electricity, providing telecommunications or utility services; (II) for commercial or business enterprises or their infrastructure; or (III) for reconstructing, remodeling, modernizing or expanding an existing facility or infrastructure;

(B) The Business Council shall establish guidelines dependent upon the type of business concerned in each project considered and shall set the maximum amount of the investment to be made by the state of Wyoming in each project. In setting the maximum amount of investment the Business Council shall consider the number of jobs created or preserved by the facility and the economic impact to the state which may result from the facility;

(C) The bonds bear interest at a fixed or adjustable rate, indexed to the prime or ten (10) year treasury bill rate as determined by the State Treasurer, which is reasonably commensurate with the risk, as recommended by the Business Council; and

(D) At least twenty-five percent (25%) of the total cost of the project is provided by the owner of the facility;

(iii) No investment shall be made unless the bonds provide:

(A) The state of Wyoming shall not acquire an ownership interest in the facility being financed except to realize a security interest;

(B) The proceeds of the bonds shall not be made available to the facility owner until construction of the facility is ready to commence;

(C) The principal and interest are secured by a pledge of revenues from the operation of the facility or infrastructure and by a mortgage on the facility or other facilities or infrastructures with a loan-to-value ratio not exceeding seventy-five percent (75%) of the appraised value of the collateral;

(D) The principal and interest may be secured by additional security as required by the State Treasurer or Governor, upon recommendation of the Business Council and with the approval as to form of the Attorney General;

(iv) As bonds are redeemed and the principal paid, that amount may be recommended by the Business Council to purchase the bonds of other projects;

(v) The Business Council shall assess fees adequate to cover all reasonable direct and indirect costs for the services and application of state funds to be paid by the applicant. Payment of the fees assessed shall be secured by additional security as required by the State Treasurer or Governor, upon recommendation of the Business Council and with the approval as to form of the Attorney General. Fees collected shall be deposited with the State Treasurer and credited to a separate account and are

continuously appropriated to the Business Council to be expended for the actual direct and indirect costs of providing the services generating the fees.

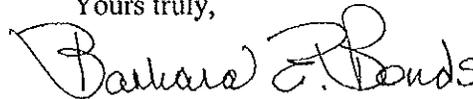
Representatives of the Applicant have met with Mike Martin, the Loan Program Manager for the Business Council and have discussed the eligibility of the Applicant's proposed project. They are also preparing a Business Plan for submission to Mr. Martin, along with the other items set forth in the Guidelines, which include the name and address of the issuing authority for the bonds and the primary contact person, a description of any action or consideration undertaken by the issuing authority and a letter of support from the issuing authority.

The Applicant realizes that the Commission's schedule is full and would like to use its time on the agenda to describe its proposed project and the purposes for which financing is being sought. The Applicant further realizes that all the provisions of the Industrial Development Bond Act and the "Policy of Sweetwater County for Issuing Industrial Development Revenue Bonds" will need to be met prior to the County's actual issuance of bonds on behalf of the project.

Given the need to get an application before the Business Council, the Applicant will only be requesting at this time that the County provide a letter of support showing its willingness, provided all the statutory requirements can be met, to issue bonds for the project. I have taken the liberty of including with this submission a draft of a letter that would be acceptable to the Business Council for this purpose. At such time as a positive recommendation is made to the Governor, we will be back to you and start the legal process for the issuance of the bonds.

We look forward to visiting with you on June 5th. In the interim, if you have any questions or if I might be of further assistance in this matter, please let me know.

Yours truly,

A handwritten signature in cursive script that reads "Barbara E. Bonds". The signature is written in dark ink and is positioned above the printed name.

Barbara E. Bonds

/s  
Enclosures

June \_\_, 2012

Mr. Mike Martin  
Wyoming Business Council  
Loan Program Manager  
214 West 15<sup>th</sup> Street  
Cheyenne, WY 82002-0240

Re: IRDB Issue – Ur-Energy Inc.

Dear Mr. Martin:

On behalf of Sweetwater County, Wyoming (the “County”), please accept this letter in support of an application from Ur-Energy Inc. (the “Applicant”) for participation in the Wyoming State Treasurer’s Industrial Development Bond Program (the “Program”), in an amount not to exceed \$34 million. We have met with representatives of the Applicant to discuss the proposed project, have been advised that the bond funds would be used to fund the initial disposal well and the purchase and installation of processing equipment, along with the well field development costs and related equipment, which will enable the Applicant to begin the extraction of uranium, and understand that this letter will be part of the required submission to the Wyoming Business Council.

The Applicant has advised the County that it is a mining company that is focusing on exploration and development of uranium properties in the United States and Canada. The Applicant is working on property located in the County, at an area commonly known as Lost Creek. The property, which is located approximately 40 miles northeast of Rock Springs and 20 miles west of Bairoil, consists of approximately 43,500 acres and the Applicant controls 2,184 unpatented mining claims.

The Applicant has further advised that the Lost Creek Project will use an in-situ mining process, which removes the ore while leaving the rock “in place.” A series of EPA Class III wells will be used to inject native groundwater, fortified with oxygen and baking soda into the ore zone. This solution is commonly referred to as lixiviant. The lixiviant dissolves uranium as it is drawn through the ore zone by a pump in a nearby production well. The pump in the production well collects the uranium laden water and sends it to the processing plant where the uranium is removed by ion exchange. The water is then refortified with oxygen and baking soda and sent back to the ore zone to recover more uranium. The native groundwater continues in this cycle until uranium extraction is complete.

It has been represented to the County Commissioners that the Applicant has invested approximately \$50 million in the Lost Creek Project to date and has obtained all the required permits to begin mine operations with the exception of the BLM approval of the Lost Creek Plan of Operations. This permit is expected to be granted in late summer 2012.

It is our understanding that, while the County would technically be the “issuer of the bonds” under the Program, the bonds do not constitute a charge against the general credit or taxing power of the County nor do they grant to the State of Wyoming any right to have the County levy any taxes or appropriate any funds for the payment of the principal thereof or interest hereon, nor will the bonds constitute general obligations of the County or the individual officers or agents thereof.

Letter to Mike Martin

Mr. Mike Martin  
June \_\_, 2012  
Page 2

The County has a policy for the issuance of industrial development revenue bonds, a copy of which is attached hereto as Exhibit A and made a part of this letter (the "Policy"). Due to the need of the Applicant to submit its application on an accelerated timetable in order for a determination to be made as to eligibility of the proposed project, the County has not received any of the required documentation under the Policy, nor has the County held a public hearing on the Project, or made the necessary findings of eligibility, as required by state law. These matters will all need to be attended to, in addition to the drafting and approval of all of the required documentation, and the payment of the County's fee at Closing on the issue.

Please be advised that as the County Commissioners vote independently, I cannot, as Chairman of the Commissioners, guarantee approval of the bond issue. However, we have had preliminary discussions on the proposed project and are willing to provide the County's support to act as issuer and assist the Applicant in putting the financing together, subject to the necessary statutory approvals by the State of Wyoming.

Thank you for your consideration of this matter. Please feel free to contact me if you have any questions.

Sincerely,

Wally Johnson  
Chairman, Board of County Commissioners

## Exhibit A

### Policy of Sweetwater County for Issuing Industrial Development Revenue Bonds

1. Purpose: The purpose of this policy is to establish a Sweetwater County, Wyoming policy on the issuance of industrial development revenue bonds.
2. Demonstration of Benefit: Sweetwater County (hereafter "County") shall issue industrial development revenue bonds only upon a clear factual demonstration of economic benefit to Sweetwater County, such as the creation of additional employment opportunities; expansion of the tax base; increasing sales, property or other tax revenues to the County; maintenance and promotion of a stable, balanced and diversified economy among agriculture, natural resources, business, commerce and trade; and promotion or development of the use of agricultural, manufactured, commercial or natural resource products within or without the State of Wyoming. Consideration shall also be given to any adverse effect upon the County if the proposed project is accomplished. The following guidelines apply:
  - (A) No particular type of business or enterprise shall be excluded from consideration; however, every applicant shall be prepared to demonstrate the proposed improvement will promote the general economic development of the County, and will comply with the regulations and laws of the County, State of Wyoming and the Federal government.
  - (B) All proposals for the issuance of industrial development revenue bonds will be carefully considered to determine if the proposed improvement will substantially benefit the people of Sweetwater County.
  - (C) Each project or improvement for which industrial development revenue bonds are proposed must support the following public purposes.
    - (1) Creation of new or additional employment opportunities in the County.
    - (2) Expansion of the tax base, and increase of sale, property or other tax revenues in the County.
    - (3) Maintenance and promotion of a stable, balanced and diversified economy among agriculture, natural resource development, business, commerce and trade.
    - (4) Promotion or development of the use of agricultural, manufactured, commercial or natural resource products within or without the State of Wyoming.
    - (5) Preservation and protection of existing employment positions.

3. Applicant Financial Information: The County, in evaluating proposals for industrial development revenue bonds, shall protect the County's fiscal condition, and therefore shall require sufficient documentation and proof from the applicant to establish the feasibility of the project and the financial responsibility and capacity of the applicant. The following information shall be provided to county officials for their evaluation of the project at least thirty (30) days prior to any scheduled meeting with the county officials.

(A) A project description which includes a complete list of assets to be purchased or constructed and the estimated life of such assets, the estimated cost of constructing and acquiring the project, and the cost of issuing the industrial development revenue bonds.

(B) A descriptive statement of how the proposed project will benefit the County and satisfy the requirements of Section 2 (c) herein.

(C) description of any alternative forms of financing that were considered by the applicant and the applicant's reasons for pursuing industrial development revenue bond financing.

(D) Applicant's background and history in the County, and a description of its present operations.

(E) A resume from each of the principals and key employees of applicant, including directors and officers if the applicant is a corporation, and all partners if the applicant is a partnership.

(F) Historical financial information for the applicant for the previous five (5) years, or for the entire time the applicant has conducted business if the applicant has not been in business for five (5) years, including:

- (1) Sales
- (2) Gross profits
- (3) Net Income
- (4) Cash flow
- (5) Net worth
- (6) Earnings available for debt service
- (7) Net fixed assets
- (8) Working capital
- (9) Ratio of assets and liabilities

If a new business enterprise is involved, the County may require personal financial information from the principals of such enterprise.

(G) Balance sheets and income statements for the most recent fiscal year, and cash flow projections for the next five (5) years reflecting the proposed industrial development revenue bond issue.

(H) Copies of financial statements, either audited or otherwise satisfactory to the County, dated within sixty (60) days of the application date.

(I) Copies of financial statements, either audited or otherwise satisfactory to the County for the preceding five (5) years, or the entire time the applicant has conducted business if the applicant has not been in business for five (5) years.

(J) A report of any litigation pending against the applicant.

(K) A proposed bond redemption schedule including the estimated debt service for the proposed industrial revenue development bonds.

(L) Any other information specifically desired by the County that is not otherwise set forth herein. In addition, the County may upon written request of the applicant, modify the requirements of paragraphs A through K of this section to accommodate individual situations.

4. Application and Financing Fees, Reimbursement For All Expenses: Upon submission of the information required by Section 3, or when a refund or refinancing is requested, the Applicant may be required to deposit with the County Treasurer a nonrefundable application fee of \$1,000.00. The applicant shall also execute an agreement for reimbursement of all expenses incurred by the County in evaluating the project proposal, and in connection with the issuance of the bonds, if bonds are issued. In addition to the application fee, in order to cover any nonitemized County expenses incurred by the County in fulfilling the requirements associated with the issuance of the bonds, the applicant may be required to execute an agreement, prior to issuance of the bonds, obligating applicant to pay to the County, at the time of delivery of the bonds, an amount, which together with the application fee shall be referred to as the "financing fee," not to exceed 0.5% of the face amount of the bonds to be issued, provided that such fee shall not exceed any amount which would result in an increase in the financing yield of more than .125%. The County Commission may waive all or part of any of the above fees; however, all applicants must reimburse the County for all actual, itemized expenses incurred by the County in evaluating the proposal and in connection with the issuance of the bonds, as provided herein.

5. Marketing the Bonds: Applicant must demonstrate by acceptable evidence the proposed industrial development revenue bonds can be sold without violating federal or state securities law through a qualified underwriter or to an experienced investor or group of investors. Where bonds are proposed to be marketed through negotiation with a bond underwriter, such underwriter shall submit to the County an analysis of current market conditions which indicate the bonds are marketable. The marketability condition of the bonds will be based on the financial soundness of the applicant to meet the debt obligation incurred by the issuance of the bonds whether or not a

market exists for the bonds. If the industrial development revenue bonds are not to be marketed through negotiations with the bond underwriter, applicant must submit documentation as to how the bonds will be marketed.

6. Commissioners' Determination Conclusive: At such time as the applicant has provided all requested information, the County's Board of County Commissioners (hereafter "Board") shall review the material and information submitted, considering the findings and recommendations of such officers or employees of the County who have been requested by the Board to examine the information and to report their findings and recommendations. In preparing their final findings and recommendations, the officers and employees of the County shall take into consideration any other matter which the Board, in its sole discretion, determines to be significant in deciding whether to proceed with the proposed bond issue. The Board's decision to issue industrial development revenue bonds shall be at the full and complete discretion of the Board which reserves the right, for good cause, to modify, delete or add to any of the requirements stated herein. The Board further expressly declares that fulfillment of the requirements set forth in this policy does not assure approval of the proposed industrial development revenue bonds.

7. Liability of County and Bond Purchaser. Acceptance of the financial information and agreement by the Board to issue industrial development revenue bonds shall not constitute approval by the Board of the applicant's financial condition or soundness. In case of a private placement of the bonds, the ultimate purchaser shall be required to certify to all parties it has independently reviewed the credit worthiness of the applicant.

Regardless of whether the bonds are to be sold publicly or privately, no purchaser or underwriter shall in any way represent in an official statement, offering circular, or other offering material or otherwise, the County or its Board has in any way certified or approved the financial condition or soundness of the applicant, or has in any way evaluated whether or not the bonds are marketable.

8. Inducement Resolution: Upon a determination to proceed with the issuance of industrial development revenue bonds, the Board shall consider a Resolution of Inducement, which, if passed, shall be effective for the period stated therein.

9. Severability: If any paragraph, clause or provision of this policy is determined by a court of competent jurisdiction to be invalid or unenforceable, such judgment shall not affect, impair or invalidate the remaining paragraphs, clauses or provisions herein.

10. Amendments: This resolution may be amended by the Board at any regular or special meeting, provided however, while such modifications are not favored, the Board may modify the application of the provisions in this policy to facilitate a particular transaction when such modification is deemed to be in the best interest of the County.

**WYOMING  
STATE TREASURER'S  
INDUSTRIAL DEVELOPMENT BOND GUIDELINES**

- The authorizing statutes are W.S. 9-4-715(m) and W.S. 15-1-701 thru 15-1-710 (a copy of these are included for the applicant's information)
  
- The applicant will provide to the Wyoming Business Council (WBC):
  - A complete business plan including at a minimum actual and projected financial information, source and use of funds (**specify clearly the applicant's required 25 % contribution to the project**), legal structure of the applicant, bios of the owners and key management people and documentation of job creation
  - Name and address of the Issuing Authority (governmental entity) and the primary contact person. Identify any action or consideration undertaken by the issuing authority
  - Name and address of the Bond Counsel including Bond Counsel's recommended structure for the bond. Bond Counsel is responsible for advising the applicant that the project will comply with statutes
  - Letter of support from the Issuing Authority
  - There will have to be a trustee if the bonds are completed. The applicant will pay the set-up and annual trustee fees
  - Other items as may be requested by the WBC specific to the project  
*Note: The WBC will not begin an analysis until all requirements are met*
  
- The Wyoming Business Council will:
  - Be the initial contact for all applicants
  - Notify the Governor, Treasurer and Attorney General of any application
  - Complete a financial and business review of the applicant's business plan to verify the required 25% contribution by the applicant to the project, begin analysis of the financial information, investigate the background of the principals and determine overall feasibility of the plan
  - Inform the applicant, bond counsel and local governmental entity of the bond requirements (including copies of the authorizing statute)
  - Meet with the governmental entity, bond counsel and applicant
  - Send a final recommendation letter including all paperwork to the Treasurer and Attorney General (*A decision as to whether or not to make any recommendation is subject to the complete and sole discretion of the Business Council Board and shall depend primarily upon the information and cooperation provided by the applicant*)

▪ **ESTIMATED TIME FRAME – 6 TO 9 MONTHS**

- The Attorney General will:
  - Review the entire request and recommendations to verify compliance with statutes
  - Advise the State Treasurer and WBC that the request is in compliance with statutes or not
    - **ESTIMATED TIME FRAME 1 TO 2 MONTHS**
  
- The State Treasurer will:
  - Not begin a review until the WBC's recommendation and the Attorney General's review is received
  - Complete additional due diligence after receiving a recommendation from the WBC
  - Set aside funds for potential future investment
  - Determine anticipated rate of interest on the bond issue per W.S. 39-14-108c(iv)
  - Provide a recommendation/denial to the Governor and Attorney General *(A decision as to whether or not to make any recommendation is subject to the complete and sole discretion of the State Treasurer)*
    - **ESTIMATED TIME FRAME 3 TO 4 MONTHS**
  
- The Attorney General will:
  - Draft a recommendation letter to the Governor with a copy sent to the Treasurer and WBC
    - **ESTIMATED TIME FRAME – 1 TO 2 MONTHS**
  
- The Governor will send a letter of approval/disapproval to the Treasurer and Attorney General
  - *The Governor shall, in his or her sole discretion, approve or deny the application*

- The State Treasurer will:
  - Send notification letter to Bond Counsel, Governmental Entity and the Company to proceed with bond issuance or denial of the bonds
  
- Bond Counsel, Governmental Entity and Company will proceed with bond issuance if instructed by the Treasurer and will:
  - Provide all documents required by the Treasurer and Attorney General
  - Provide the Attorney General with all legal documents for prior approval as to form
  
- **ESTIMATED TIME FRAME – 4 TO 6 MONTHS**

The process of Industrial Development Bond review, approval and closing involves many entities, none of which has individual approval authority. It is the responsibility of the applicant to provide complete detail in the business plan and any subsequent requested documents for all parties to perform their part of the review and recommendation process in a timely manner. The estimated time frame from application to closing may take from **14 to 20 months**. The applicant understands that W.S. 9-4-715(m) ii (D) states “**At least twenty-five percent (25%) of the total cost of the project is provided by the owner of the facility**”.

The undersigned acknowledge that they have received a copy of these guidelines and a copy of the enabling statutes.

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Governmental Entity

\_\_\_\_\_  
Date

\_\_\_\_\_  
Bond Counsel

\_\_\_\_\_  
Date

## Sally Shoemaker

---

**From:** Barbara Bonds [barbara@wyolaw.com]  
**Sent:** Friday, May 18, 2012 11:14 AM  
**To:** Dale Davis - County Clerk  
**Cc:** Cliff Boevers - County Attorneys; Erick Stowe; denvergates@prodigy.net; Sally Shoemaker  
**Subject:** RE: Commissioners' Meeting - June 5, 2012

10:30 would work great for us – we need about 45 min.

Thanks for all your help - see you on the 5<sup>th</sup>.

Barb

---

**From:** Dale Davis - County Clerk [mailto:david@sweet.wy.us]  
**Sent:** Friday, May 18, 2012 8:17 AM  
**To:** Barbara Bonds  
**Cc:** Cliff Boevers - County Attorneys; Erick Stowe; denvergates@prodigy.net; Sally Shoemaker  
**Subject:** RE: Commissioners' Meeting - June 5, 2012

Barbara,

How much time will you need? What time would be best for you from 10:15 to 12:00?

Thanks.

***Dale Davis, County Clerk  
Sweetwater County Clerk's Office  
80 West Flaming Gorge Way, Suite 150  
Green River, WY 82935***

***Green River Land Line 307-872-3732***

***Rock Springs Land Line 307-922-5208***

***FAX 307-872-3994 or 307-872-3993***

***Direct Line 307-872-3765***

---

**From:** Barbara Bonds [mailto:barbara@wyolaw.com]  
**Sent:** Thursday, May 17, 2012 3:28 PM  
**To:** Dale Davis - County Clerk  
**Cc:** Cliff Boevers - County Attorneys; Erick Stowe; denvergates@prodigy.net  
**Subject:** Commissioners' Meeting - June 5, 2012

Dale – I am working with a company (Ur-Energy) that is making an application to the Wyoming Business Council (WBC) for a loan from the Wyoming Permanent Trust Fund. The loan would be evidenced by an industrial development revenue bond (IDB) that would be purchased by the Wyoming State Treasurer. The project is in Sweetwater County – so the issuer of the IDB would be the Sweetwater County Commissioners.

One of the WBC requirements for submission prior to any review of the WBC staff is a letter of support from the issuing authority. This letter is not a guarantee of the payment of the IDB, but rather is acknowledgment that the issuer has met with the company and supports the issuance of the IDB for purposes of the project. I will provide a draft of a letter to you and Cliff for review.

Could I get an appointment on the agenda for the June 5<sup>th</sup> Commissioners' meeting? I will have with me the Chief Financial and Chief Administrative Officer of the Company (Roger Smith) and a representative of Gates Capital Corporation (Robert Demonbrun – Senior Vice President).

This is the project for which I requested a copy of the County's resolution, which I received from Cliff today.

Once a place is secured on the agenda, I will call Mr. Johnson and let him know what is going on.

Thanks - Barb

**Barbara Bonds**  
**Freudenthal & Bonds, P.C.**  
**129 East Carlson Street, P.O. Box 387**  
**Cheyenne, WY 82003**  
**tel: (307) 634-2240**  
**fax: (307) 634-0336**  
**email: [barbara@wyolaw.com](mailto:barbara@wyolaw.com)**

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## Sally Shoemaker

---

**From:** Sally Shoemaker  
**ent:** Friday, May 18, 2012 8:08 AM  
**fo:** Dale Davis - County Clerk  
**Subject:** RE: Commissioners' Meeting - June 5, 2012

<b>Tracking:</b>	<b>Recipient</b>	<b>Read</b>
	Dale Davis - County Clerk	Read: 5/18/2012 8:16 AM

Dale,

We can certainly get the item placed on the June 5<sup>th</sup> agenda. Typically I don't have time allocations until the Wednesday prior to the meeting (which is also the deadline to be added to the agenda as well as to receive any handouts for the commissioner's packet). However, if there is a time after 10:00 that she is requesting, I will do my very best to block off the time.

I will await for your reply to verify placement on the agenda.

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:** Dale Davis - County Clerk  
**Sent:** Thursday, May 17, 2012 4:55 PM  
**To:** Sally Shoemaker  
**Subject:** FW: Commissioners' Meeting - June 5, 2012

Hi Sally,

Can you give me a time for the June 5 agenda?

Thanks.

***Dale Davis, County Clerk***  
***Sweetwater County Clerk's Office***  
***80 West Flaming Gorge Way, Suite 150***  
***Green River, WY 82935***

***Green River Land Line 307-872-3732***

**Rock Springs Land Line 307-922-5208**

**FAX 307-872-3994 or 307-872-3993**

**Direct Line 307-872-3765**

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**From:** Barbara Bonds [<mailto:barbara@wyolaw.com>]  
**Sent:** Thursday, May 17, 2012 3:28 PM  
**To:** Dale Davis - County Clerk  
**Cc:** Cliff Boevers - County Attorneys; Erick Stowe; [denvergates@prodigy.net](mailto:denvergates@prodigy.net)  
**Subject:** Commissioners' Meeting - June 5, 2012

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**Cc:** Cliff Boevers - County Attorneys; Erick Stowe; denvergates@prodigy.net; Sally Shoemaker  
**Subject:** RE: Commissioners' Meeting - June 5, 2012

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Sweetwater County Clerk's Office  
80 West Flaming Gorge Way, Suite 150  
Green River, WY 82935***

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**tel: (307) 634-2240**  
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**email: [barbara@wyolaw.com](mailto:barbara@wyolaw.com)**

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June 5, 2012

County Commissioners;

On November 8, 2011 there was a special election for Carbon County School District #1, since Bairoil is included in this school district Sweetwater County had to participate in this election as well. When I budgeted for the 2011-2012 fiscal year I was not aware that any elections were going to take place. After the election was completed I billed Carbon County School District #1 in the amount of \$2,341 and this amount was paid to Sweetwater County at which time it was put in the General Fund. I am requesting permission to do a budget amendment in the amount of \$2,341 to return funds back to the election budget.

Dale Davis  
County Clerk

AREA CODE 307  
872-3732, GREEN RIVER  
922-5208, ROCK SPRINGS  
872-3994, Fax

Office Of  
**Sweetwater County Clerk**

80 West Flaming Gorge Way, Suite 150  
Sweetwater County, Wyoming  
GREEN RIVER, WYOMING 82935

TO: Carbon County School District #1  
615 Rodeo  
PO box 160  
Ralwins WY 82301

DATE: January 13, 2012

ELECTION BILLED: Carbon County Bond Election  
Held November 11/8/2011

BILLING CATEGORY	TOTAL COST	% CHARGED	AMOUNT DUE
Salaries and Benefits	\$886	100%	\$886
Meals	\$110	100%	\$110
Rent	\$0	100%	\$0
Postage	\$0	100%	\$0
Poll Lists (Prepared by Clerk)	\$0	100%	\$0
Canvassing Board	\$0	100%	\$0
Voting Machines (Testing, Delivery Pickup & Cleaning)	\$0	100%	\$0
Supplies (Ballots)	\$33	100%	\$33
Publishing and Advertisement	\$985	100%	\$985
Travel	\$327	100%	\$327
Filing Fee	\$0	100%	\$0
			\$0
<b>TOTALS</b>	<b>\$2,341</b>	<b>100%</b>	<b>\$2,341</b>

I certify under penalty of perjury that the bill is just and correct and has not been paid by  
Carbon County School District #1

Signed



County Clerk

INVOICE NUMBER	INVOICE DATE	PURCHASE ORDER NUMBER	BUDGET CODE	NET AMOUNT
050152	SWEETWATER COUNTY CLERK	Cust #	01/26/2012	93861
Invoice	Invoice Date	PO Number	Amount	
Account Number				
CC BOND ELECTIO	01/13/2012		2,341.00	
01 000 3310 319 048				
Check Total:			\$2,341.00	

CARBON COUNTY SCHOOL DISTRICT #1. WARRANT POST OFFICE BOX 160 RAWLINS, WYOMING 82301		GENERAL FUND	NO. 093861	99-317 1623					
I HEREBY CERTIFY THAT THIS WARRANT IS WITHIN THE LEGAL DEBT LIMIT OF THE DISTRICT, AND ISSUED ACCORDING TO LAW.									
VENDOR NUMBER	DATE	CHECK NUMBER	NET AMOUNT						
	01/26/2012		\$2,341.00						
<table border="0"> <tr> <td rowspan="2">PAY TO THE ORDER OF</td> <td><b>EXACTLY</b>  <b>2,341 dols 00 cts</b></td> <td rowspan="2">                       CHAIRMAN                 </td> </tr> <tr> <td>                     SWEETWATER COUNTY CLERK                      80 WEST FLAMING GEORGE WAY                      SUITE 150                      GREEN RIVER WY 82935                 </td> <td>                       TREASURER                 </td> </tr> </table>					PAY TO THE ORDER OF	<b>EXACTLY</b>  <b>2,341 dols 00 cts</b>	 CHAIRMAN	SWEETWATER COUNTY CLERK 80 WEST FLAMING GEORGE WAY SUITE 150 GREEN RIVER WY 82935	 TREASURER
PAY TO THE ORDER OF	<b>EXACTLY</b>  <b>2,341 dols 00 cts</b>	 CHAIRMAN							
	SWEETWATER COUNTY CLERK 80 WEST FLAMING GEORGE WAY SUITE 150 GREEN RIVER WY 82935		 TREASURER						
BANK OF COMMERCE Rawlins, Wyoming									
⑆093861⑆ ⑆102303171⑆ ⑆08761⑆									

Sweetwater County  
\*\*\* CUSTOMER RECEIPT \*\*\*

Batch ID: LORENE                    1/31/12 00                    Receipt no: 25119

Type	SvcCd	Description	Amount
EL		ELECTIONS	
	Qty	1.00	\$2341.00
GENERAL GOVERNMENT	00100003410600		
CARBON COUNTY SD #1			
ELECTION EXPENSE			
RECEIVED FROM COUNTY CLERK			

Tender detail

CK Ref#:	93861	\$2341.00
Total tendered:		\$2341.00
Total payment:		\$2341.00

Trans date: 1/31/12                    Time: 10:16:23



**RESOLUTION 12-06-CL-03**  
**SWEETWATER COUNTY**  
**COMPENSATION FOR ELECTION JUDGES AND**  
**COUNTY COUNTING BOARDS**

WHEREAS, Wyoming State Statute 22-8-116 provides Judges of election and members of counting boards shall be compensated for services at a rate to be determined by the board of county commissioners. The rate shall be not less than the state minimum wage. Compensation shall begin one (1) hour before a member assumes his duties. If a flat rate is paid, said sum shall not be less than the state hourly minimum wage multiplied by the number of hours the polls are open plus one (1) hour,

**BE IT THEREFORE RESOLVED:** that the following rates of compensation shall be established:

Chief Election Judge	\$165 Flat Rate per Election
Election Judge	\$140 Flat Rate per Election
County Board Official	\$ 25 Flat Rate per Election
Attending Training School(s)	\$ 25
Mileage Reimbursement over 5 miles travel	Current County Mileage Reimbursement Rate

Dated at Green River, Wyoming this 5th of June, 2012.

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

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

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

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

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

ATTEST:

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

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



## Sweetwater County Board Appointments

### Predatory Animal Board

3 Year Term

1 Vacancy

#### Current Member(s) Eligible for Reappointment

Eric Adams- did not receive a renewal application.

However, William Taliaferro indicated Eric was interested

Yes	No

#### New Applicant(s)

Dan McCarron- Application on file from 5-26-11

I sent an email asking if he was still interested and also left a voice message (applications are active for 2 years)

Yes	No

5.30-12- sent em asking if he is still interested.

May. 26. 2011 8:17AM

No. 8305 P. 1

# SWEETWATER C.O.U.N.T.Y Application For Appointment To A County Board

- ★ Professional
- ★ Resourceful
- ★ Innovative
- ★ Dedicated
- ★ Efficient

I wish to volunteer to serve on the following County Board (s) (Select two (2) only):

### Joint Powers Boards

- Airport Board
- Upper Green River Joint Powers Water Board
- Joint Powers Water Board

### District Boards

- Solid Waste Disposal District No. 1 (Rock Springs)
- Eden Valley Solid Waste Disposal District
- Solid Waste Disposal District No. 2 (Bairoil-Wamsutter)
- District Board of Health

### County Agency Boards

- Events Complex (Fair Board)
- Library Board
- Museum Board
- Memorial Hospital Board
- Recreation Board
- Mental Health Board (Southwest Counseling)
- Other \_\_\_\_\_
- Other \_\_\_\_\_

### Other County Appointed Boards

- Planning and Zoning Commission
- Sweetwater Transit Authority Resources (STAR)
- Community Fine Arts Center
- Joint Travel and Tourism Board
- Predatory Animal Board
- Miners Hospital Board

The specific skills, knowledge and experience I bring to this Board are: M.S. Biology - University of Wyoming, 8 years on the Wyoming Animal Damage Mgmt. Board under two governors. Extensive experience with eagle and other predator depredation issues and livestock

- I am willing to attend any required orientation and training sessions. YES  NO
- I have a family member (s) working in this organization. YES  NO
- I am willing to sign the Conflict of Interest Disclosure Statement. YES  NO
- I understand this is a volunteer role, with no salary or other considerations. YES  NO

### APPLICANT CONTACT INFORMATION

Name: Dan McCarron

Address: 708 Chestnut St. Rock Springs

Phone: 307-389-2651

E-mail: eagle@fascination.com

### APPLICANT SIGNATURE:

Dan McCarron Date: 5-21-11

Please Return Application To:  
 Dale Davis, Sweetwater County Clerk  
 80 West Flaming Gorge Way, Suite 150  
 Green River, WY 82935  
 Fax: 307-872-3994  
 E-mail: davisd@sweet.wy.us

Message From the County Commissioners: The Sweetwater County Board of County Commissioners believes that all citizens have the right to participate in making Sweetwater County a better place. By being appointed to County Boards, citizens are able to make valuable decisions that positively impact the quality of life in Sweetwater County. The County Commissioners may make appointments at any time. By submitting this application you are expressing your interest in being part of the solutions for Sweetwater County. Your application will remain active for two (2) years. Below is a list of County Boards appointed by the Commission. Please indicate in which board you are interested in serving. All board positions are unpaid, volunteer positions.



**RESOLUTION 12-06-CC-01**  
**PERMITTING OF PARI-MUTUEL RACING IN SWEETWATER COUNTY**

WHEREAS Wyoming Horse Racing, LLC has come before the Board of Sweetwater County Commissioners this 5<sup>th</sup> day of June, 2012; and

WHEREAS after consultation with the Sweetwater County Clerk and upon the advice presented by the Sweetwater County Attorney's Office, it was determined that the citizens of Sweetwater County approved pari-mutuel wagering during the general election of November 1980 as is required by W.S. §11-25-110; and

WHEREAS the Sweetwater County Commission recognizes the potential economic benefit that may be achieved by permitting pari-mutuel wagering live, and from a satellite location within Sweetwater County;

IT IS THEREFORE RESOLVED by a majority vote of the Sweetwater County Commission to permit; pursuant to W.S. §11-25-105(a), the operation of live pari-mutuel wagering by Wyoming Horse Racing, LLC at the Sweetwater County Events Complex pursuant to agreement entered into between Wyoming Horse Racing LLC and the Sweetwater County Events Complex, and to permit pari-mutuel wagering from a satellite facility located at Bomber's Sports Bar, Rock Springs, Sweetwater County, Wyoming (also known as off track betting or OTB).

IT IS FURTHER RESOLVED that permission to engage in such racing and wagering will not exceed one year from the date a pari-mutuel permit is issued to Wyoming Horse Racing, LLC, by the Wyoming Pari-Mutuel Commission.

Dated this 5<sup>th</sup> day of June, 2012

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

Attest:

\_\_\_\_\_  
Dale Davis, Sweetwater County Clerk



*Governor*  
Matthew H. Mead

**Wyoming Pari-Mutuel Commission**

Energy II Building, 951 Werner Court, Suite 335  
Casper, WY 82601  
Phone: (307) 265-4015 Fax: (307) 265-4279

*Executive Director*  
Charles E. Moore

**COMMISSIONERS**

*Donald Murphy, President Robert Atherton, Vice President*  
*Bill Dobbs Joe Tully Jacqueline Crow Patti Bergstrom Mantha Phillips*

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May 31, 2012

To: Sweetwater County  
80 W. Flaming Gorge Way  
Green River, WY 82935

Re: Wyoming Horse Racing LLC  
PO Box 3210  
Evanston, WY 82931

County Commissioners,

State of Wyoming Pari-Mutuel Commission permit numbers 12-1203-01 "Live Event" and 12-1203-02 "Simulcast Event" held by Wyoming Horse Racing LLC are current and in good standing with our agency.

If you have further questions or concerns please feel free to contact me personally.

Sincerely,

A handwritten signature in cursive script that reads "Charles E. Moore".

Charles E. Moore  
Executive Director Wyoming Pari-Mutuel Commission

## Sally Shoemaker

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**From:** Eugene Joyce [etjoyce13@yahoo.com]  
**Sent:** Wednesday, May 30, 2012 10:46 AM  
**To:** Sally Shoemaker  
**Cc:** John Prokos - County Attorneys  
**Subject:** Meeting Request for June 5 2012  
**Attachments:** Meeting Request Sweetwater Cty 6512.pdf

Dear Sally,

Attached please find a request from Wyoming Horse Racing LLC to be on the Board of County Commissioner's meeting agenda of June 5th, 2012. We are seeking a resolution similar to the one granted last year that expires on June 30th, 2012 and without which we could not continue to operate as a business here in Wyoming. I have copied John Prokos on this request as he was instrumental in drafting the previous resolution. Please contact me if you have any questions. Also, could you reply that you have received this request.

Thank you for your time and consideration in this matter.

Eugene T. Joyce  
Managing Partner  
Wyoming Horse Racing LLC.  
PO Box 3210  
Evanston, WY 82931  
email: [etjoyce13@yahoo.com](mailto:etjoyce13@yahoo.com)  
Phone: 307-708-2331



**Resolution 11-06-CC-02  
Permitting of Pari-Mutuel Racing in Sweetwater County**

WHEREAS Wyoming Horse Racing, LLC has come before the Board of Sweetwater County Commissioners this 7<sup>th</sup> day of June, 2011; and

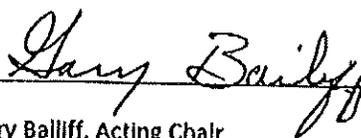
WHEREAS after consultation with the Sweetwater County Clerk and upon the advice presented by the Sweetwater County Attorney's Office, it was determined that the citizens of Sweetwater County approved pari-mutuel wagering during the general election of November 1980 as is required by W.S. §11-25-110; and

WHEREAS the Sweetwater County Commission recognizes the potential economic benefit that may be achieved by permitting pari-mutuel wagering live, and from a satellite location within Sweetwater County;

IT IS THEREFORE RESOLVED by a majority vote of the Sweetwater County Commission to permit; pursuant to W.S. §11-25-105(a), the operation of live pari-mutuel wagering by Wyoming Horse Racing, LLC at the Sweetwater County Events Complex pursuant to agreement entered into between Wyoming Horse Racing LLC and the Sweetwater County Events Complex, and to permit pari-mutuel wagering from a satellite facility located at Bomber's Sports Bar, Rock Springs, Sweetwater County, Wyoming (also known as off track betting or OTB).

IT IS FURTHER RESOLVED that permission to engage in such racing and wagering will not exceed one year from the date a pari-mutuel permit is issued to Wyoming Horse Racing, LLC, by the Wyoming Pari-Mutuel Commission.

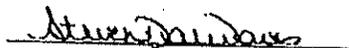
Dated this 7 day of June, 2011



Gary Balliff, Acting Chair

Sweetwater Commission

Attest:



Dale Davis, Sweetwater County Clerk

# State of Wyoming

Matthew H. Mead, Governor

## Pari-Mutuel Commission

2012

This is to certify that **Wyoming Horse Racing LLC**, of Evanston, Wyoming is hereby licensed to conduct a Pari-Mutuel event at Sweetwater Events Complex "Sweetwater Downs" Sweetwater County, Wyoming under the Pari-Mutuel system in accordance with the Laws of Wyoming on the following dates:

August 18<sup>th</sup>, 19<sup>th</sup> & September 1<sup>st</sup>, 2nd 2012

Dated this 3rd day of December, 2011  
WYOMING PARI-MUTUEL COMMISSION, By



Charles E. Moore, Executive Director

**COPY**

*License Number 12-1203-02*

# State of Wyoming Pari-Mutuel Commission

Matthew H. Mead, Governor

2012

This is to certify that **Wyoming Horse Racing LLC**, of Evanston, Wyoming, is hereby licensed to conduct a Simulcast Pari-Mutuel Event under the Pari-Mutuel system in accordance with the Laws of Wyoming, and The State of Wyoming Rules of Pari-Mutuel Events

At the following locations:

Best Western Dunbar Inn  
1601 Harrison Drive  
Evanston, WY 82930

The Bereton Club  
4110 W. Yellowstone Hwy.  
Mills, WY 82644

Bomber's Sports Bar  
502 East Main Street  
Riverton, WY 82501

Bomber's Sports Bar  
1549 Elk Street  
Rock Springs, WY 82901

AMA ET Post 10  
3830 East Lincolnway  
Glaeyenne, WY 82001

The Cowboy Saloon  
177 US Hwy. 16 East  
Buffalo, WY 82804



Charles E. Moore Executive Director

Dated this 23rd day of December, 2011  
WYOMING PARI-MUTUEL COMMISSION, BY

*(Faint, illegible text)*

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

**June 5, 2012**

**Land Use  
Agenda and Staff Report**

**Prepared by:**

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

# **Board of County Commissioners Agenda**

**County Commissioner's Meeting Room**

**June 5, 2012 - 1:30 pm**

**80 West Flaming Gorge Way**

**Green River, Wyoming**

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## **PUBLIC HEARINGS:**

1. Ramona Allen - Home Occupation Permit, Type III - Packing Night Crawlers

# **PUBLIC HEARING ITEM # 1**

**RAMONA ALLEN  
(APPLICANT)**

**HOME OCCUPATION TYPE III  
PACKING NIGHT CRAWLERS – WALKER’S WHOLESALE**

**Board of County Commissioners Meeting  
June 5, 2012**

Prepared by:

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

**STAFF REPORT  
RAMONA ALLEN – PACKING NIGHT CRAWLERS  
HOME OCCUPATION TYPE III**

**APPLICANT**

Ramona Allen  
1372 Alpine St  
Rock Springs, WY 82901

**OWNER:**

Larry & Winona Hobbs  
559 Charles Avenue  
Green River, WY 82935

**PID:** 04-1807-08-4-06-013-00

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

The applicant is requesting a Type III Home Occupation Permit for the purpose of packing night crawlers located at 559 Charles Avenue in Jamestown.

The property consists of two lots and a portion of a third lot. There are two manufactured homes on the property, a double-wide and a single-wide. The double-wide is to be used as the residence, and the single-wide for the worm packing operation. The residence (double-wide) is 24 x 60, or 1,440 square feet. There is a detached garage on the property measuring 768 square feet in size. The application indicates the Home Occupation will be conducted on the property. Access to the residence is from Charles Avenue.

The application states the home occupation will be conducted as follows:

- The Home Occupation will be conducted in the small single-wide mobile home located on the property. Worms will be placed in containers and the containers will be stored in a cooler on the property.
- The Home Occupation will consist of packing night crawlers for fishing into containers.
- One (1) family member will be employed full time and two (2) family members will be employed part time.
- The home occupation is proposed to be operated 8am to 8pm, 7 days a week
- The applicant is requesting an indefinite time period for this Home Occupation.
- No signs will be placed on the property
- There will be no retail sale from the property.

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

Residential (R-2)

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

This application is regarding a parcel legally described as Rio Vista 2<sup>nd</sup>, Block 2 Lots 6-8, also known as 559 Charles Avenue, Green River, Wyoming.

**PUBLIC NOTICE:**

Adjacent Property Owner Notice Sent: April 6, 2012  
Public Hearing Notice Advertised: April 6, 2012  
Sign Posted on Property: April 20, 2012

**PUBLIC COMMENTS:**

At the time of this report, there have been no comments received for this request.

**AGENCY COMMENTS:**

**SWC SURVEYOR:** 1) A Record of Survey, along with a Lot Tie Affidavit, is required if the proposed business is going to span the North 15 feet of platted lots 7 and 8; 2) A zoning violation exists with the pink house straddling the property line of the North 15 feet of platted lot 6.

**PLANNING AND ZONING COMMISSION AND BOARD OF COUNTY COMMISSIONERS CONSIDERATIONS IN REGARDS TO A HOME OCCUPATION TYPE III:**

**Zoning Resolution Section 10.A. regarding Home Occupation Permits**

**Intent:** In order to provide peace, quiet, and domestic tranquility and to preserve property values within residential neighborhoods and in order to provide for orderly growth and development within the unincorporated areas of Sweetwater County, and in order to guarantee all residents freedom from excessive noise, excessive odor, excessive traffic, nuisance, fire hazard, and other possible effects of commercial or business uses being conducted in residential areas, the following regulations shall apply to the establishment and the operation of the home occupation.

**Zoning Resolution Section 10.C.3 Regarding Home Occupation Type III permits.**

Conditional Home Occupation III Permits may be issued only after a public hearing. For permits to be issued for home occupations that do not meet all of the Typical Conditions for Option II, an application to the entire Planning and Zoning Commission and the Sweetwater County Board of Commissioners must be submitted. In its discretion, the Sweetwater County Board of Commissioners can issue permits provided:

- a. All reasonable objections of the neighborhood must be resolved prior to issuing the permit.
- b. No home occupation will be allowed which materially changes the character of the neighborhood.

### **PLANNING & ZONING COMMISSION RECOMMENDATION**

The Planning & Zoning Commission met on May 9, 2012, and voted 4-0 to recommend approval of this request with the following conditions:

1. The mobile home to be used for packing night crawlers must be inspected by the Sweetwater County Code Enforcement Specialist.
2. The Home Occupation Permit is valid for a period of 2 years.

**RECOMMENDATION 12-05-ZO-01  
LARRY & WINONA HOBBS AND RAMONA ALLEN  
HOME OCCUPATION PERMIT  
PACKING OF NIGHT CRAWLERS**

WHEREAS, Larry & Winona Hobbs and Ramona Allen have requested a Home Occupation Permit, in accordance with Section 10 of the Sweetwater County Zoning Resolution, to allow a home occupation for the packing of night crawlers. This application is to be located on a parcel described as:

*Rio Vista Subdivision, 2<sup>nd</sup> Section, North 15' of Lot 6, Lot 7 and Lot 8, Sweetwater County, Wyoming.*

WHEREAS, the Sweetwater County Planning and Zoning Commission held a public hearing in accordance with the procedural requirements of the County's Zoning Resolution on May 9, 2012 to consider the applicant's request; and,

WHEREAS, after due consideration and discussion, the Planning and Zoning Commission voted 4-0 to recommend approval of this request with the following conditions:

1. The mobile home to be used for packing night crawlers must be inspected by the Sweetwater County Code Enforcement Specialist.
2. The Home Occupation Permit is valid for a period of 2 years.

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

Dated this 9<sup>th</sup> day of May, 2012.

Attest:

Sweetwater County  
Planning and Zoning Commission

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

\_\_\_\_\_  
Dan Scheer, Chairman

**RESOLUTION 12-06-ZO-01  
LARRY & WINONA HOBBS AND RAMONA ALLEN  
HOME OCCUPATION PERMIT  
PACKING OF NIGHT CRAWLERS**

WHEREAS, Larry & Winona Hobbs and Ramona Allen have requested a Home Occupation Permit, in accordance with Section 10 of the Sweetwater County Zoning Resolution, to allow a home occupation for the packing of night crawlers. This application is to be located on a parcel described as:

*Rio Vista Subdivision, 2<sup>nd</sup> Section, North 15' of Lot 6, Lot 7 and Lot 8, Sweetwater County, Wyoming.*

WHEREAS, the Sweetwater County Board of County Commissioners held a public hearing in regards to this matter on June 5, 2012 and has given due consideration to the recommendation of the Planning and Zoning Commission and to all the evidence and testimony presented at the hearing.

NOW THEREFORE BE IT RESOLVED, that the applicant's request be APPROVED with the following conditions:

1. The mobile home to be used for packing night crawlers must be inspected by the Sweetwater County Code Enforcement Specialist.
2. The Home Occupation Permit is valid for a period of 2 years.

Dated this 5<sup>th</sup> day of June, 2012.

Sweetwater County  
Board of County Commissioners

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

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

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

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

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

Attest:

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



# Sweetwater County, Wyoming Home Occupation Permit Application

Sweetwater County Community Development  
80 West Flaming Gorge Way, Suite 23  
Green River, WY 82935  
p: (307) 872-3914 / 922-5430 f: 872-3991  
Application Fee: \$75.00

Date of Submittal: 3-28-12  
Permit Number: 212-010  
Present Zoning: R-2  
Percent of Dwelling Used for HOP: \_\_\_\_\_  
Type: I      II      III

<b>Applicant Name, Address &amp; Phone Number:</b> <u>Ramona Allen</u> <u>1372 Alpine St</u> <u>Rock Springs WY 82901</u> <u>307-871-9971</u>	<b>Land Owner of Record's Name, Address &amp; Phone Number:</b> <u>LARRY &amp; WINONA HOBBS</u> <u>RAMONA ALLEN</u> <u>559 CHARLES AVE</u> <u>GREEN RIVER 82935</u>
<b>Legal Description of Property:</b> <u>RIO VISTA 2ND</u> <u>BLOCK 2, LOTS 6-8</u> <u>PID: 04-1807-02-4-06-013-00</u>	<b>Present Zoning/Use of Property:</b> <u>R-2</u>
<b>Description of Business:</b> <u>Home occupation for packing night crawlers</u>	
<b>Name of Business:</b> <u>Walkers Wholesale, Inc</u>	

**Home Occupation Agreement**

I, the Undersigned, agree to develop my proposed Home Occupation described above according to the ATTACHED SITE PLAN and the FOLLOWING CONDITIONS:

**A) Area Occupied by Home Occupation:**

Total square feet of first floor dwelling unit: 24x60 ft  
 Total square feet of dwelling unit including basement: 1440 sq ft  
 Total square feet of garage: 384 sq ft 708 Check one:  Attached  Detached  
 Total square feet used for home occupation: 1440 sq ft  
 Describe area of dwelling unit to be used for Home Occupation (e.g., garage, basement, etc): mobile home  
12x56 feet

**B) Additions to Home and New Structures:** Manufactured Home (existing) and Cooler used for worm storage and packing

**C) Hours of Operation:** 8AM - 8pm **Days of Operation:** 7 days per week

**D) Retailing (describe):** N/A

**E) Number of Employees for Home Occupation:**

**Family:**  
 Number of Full-time: @ 1  
 Number of Part-time: 2

**Non-Family:**  
 Number of Full-time: \_\_\_\_\_  
 Number of Part-time: \_\_\_\_\_

- F) Signage: None
- G) Number of Parking Spaces: 3
- H) Number and Size of Loading Area(s): N/A
- I) Name of Water and Sewer District or Permit Numbers for Private Systems: Rio Vista Water
- J) Describe Outside Work: None
- K) Describe Outside Storage: None
- L) Hazardous Materials: None
- M) Noise, Lights, Odors, etc., Associated with Home Occupation: None
- N) Requested Duration of Home Occupation Permit: Indefinite
- O) Type and Number of Vehicles Associated with Home Occupation: 3 vans
- P) Number of Trips Per Vehicle / Per Day Associated with Home Occupation: 1 van
- Q) Other: \_\_\_\_\_
- R) ATTACH A SITE PLAN. For Type I and Type II Permits, Staff may require a site plan. For a Type III, a site plan shall be submitted that shows the site plan elements required for a Sweetwater County Construction/Use Permit.

Ramona Allen 3/28/12  
 Signature of Applicant Date

Winona B Hobbs 3-29-12  
 Signature of Land Owner of Record Date

Staff Approval/Denial – I certify that all applicable provisions of the Zoning Resolution have/have not been addressed to the best of my knowledge:

Approved/Conditions: \_\_\_\_\_

Denied/Reasons: \_\_\_\_\_

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

Community Development Official Signature & Date: \_\_\_\_\_

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Renewal #1

Approved/Conditions: \_\_\_\_\_

Denied/Reasons: \_\_\_\_\_

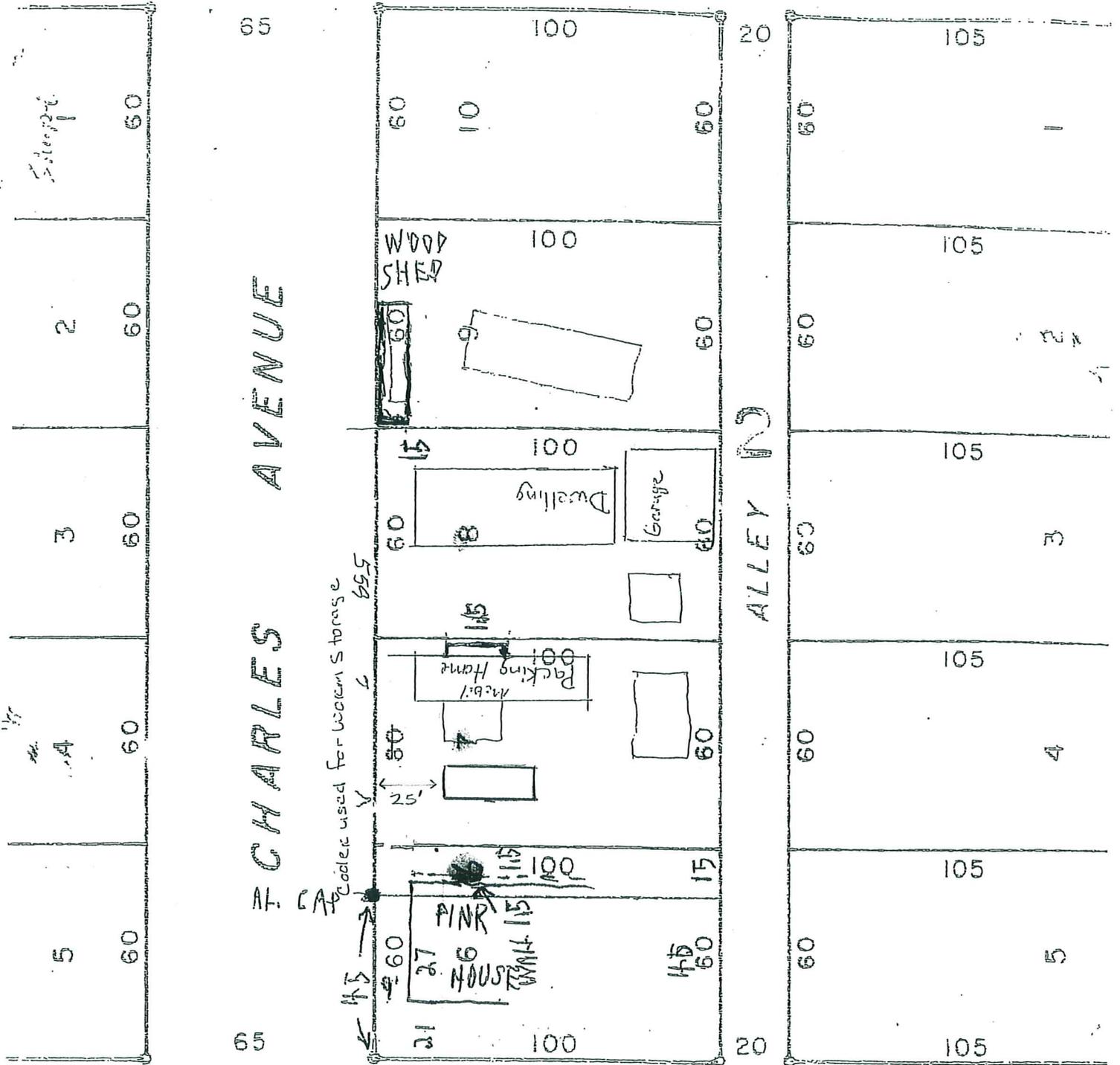
Expiration Date: \_\_\_\_\_

Applicant Signature & Date: \_\_\_\_\_

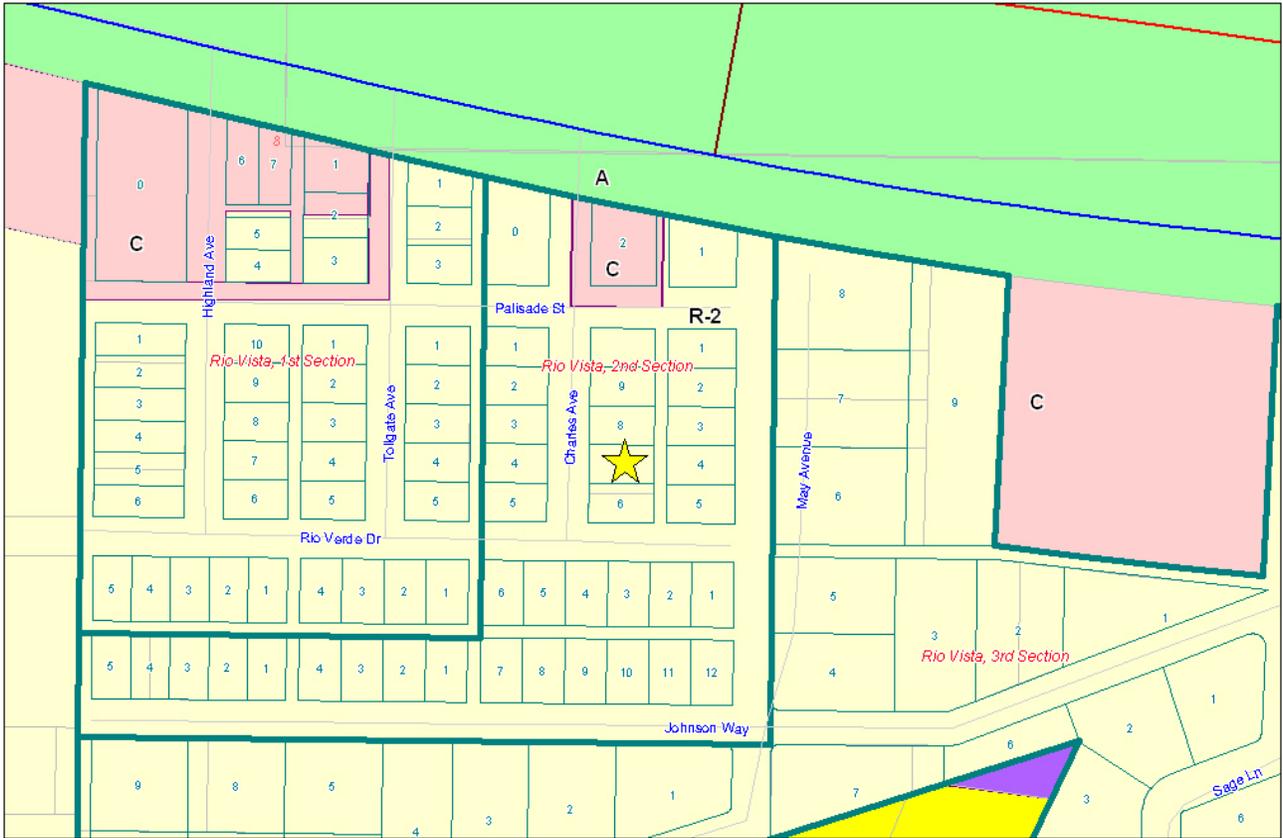
Community Development Official Signature & Date: \_\_\_\_\_

WILSON STREET

**\* REVISED \***

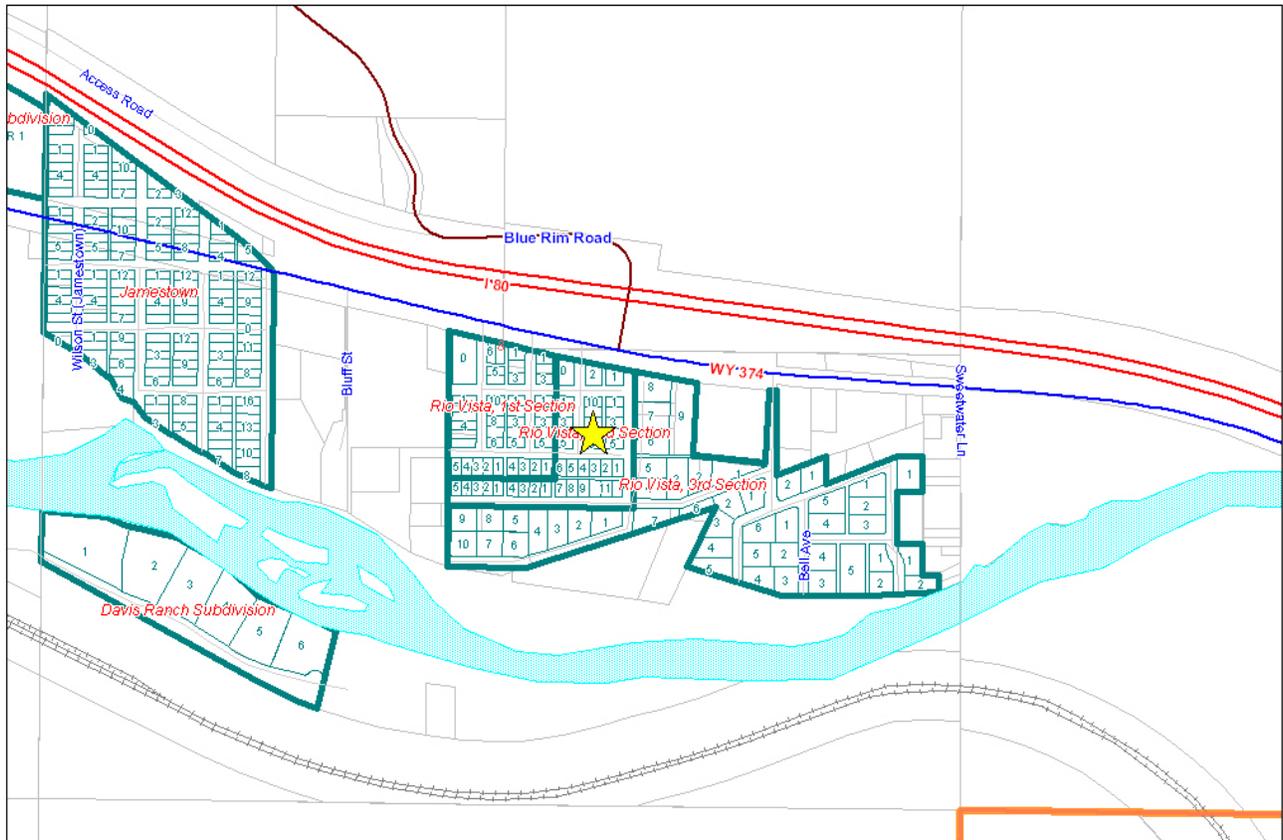


**RECEIVED**  
**MAY 08 2012**  
**SWC LAND USE**



**Larry & Winona Hobbs and Ramona Allen**  
**Home Occupation Permit - Packing Night Crawlers**

**Exhibit B**  
**Zoning Map**



**Larry & Winona Hobbs and Ramona Allen**  
**Home Occupation Permit - Packing Night Crawlers**

**Exhibit C**  
**Vicinity Map**















WYOMING DEPARTMENT *of*  
**Family Services**

122 W. 25<sup>th</sup> Street  
Herschler Bldg., 1E  
Cheyenne, WY 82002-0490  
Tel: 307.777.6948  
Fax: 307.777.5588  
dfsweb.state.wy.us

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**MEMORANDUM**

**DATE:** May 10, 2012  
**TO:** Sweetwater County Clerk of the District Court  
**FROM:** Kathy Torguson, Administrative Assistant  
**RE:** CDC Contracts

10/15/12/13/14/15/16/17/18/19/20/21/22/23/24/25/26/27/28/29/30/31  
MAY 21 2012  
DIVISION OF SOCIAL SERVICES  
SWEETWATER COUNTY CLERK OF DISTRICT COURT

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Please see the attached Contract. Please have the County Attorney and County Commissioner sign as well as yourself and then send back ASAP.

If you have any questions or concerns, please contact me at 307-777-6948.

Thank you!

**State of Wyoming  
Cooperative Agreement for Responsibilities  
Between  
Wyoming Department of Family Services,  
Child Support Enforcement Unit And  
Sweetwater County Clerk of the District Court**



**Cooperative Agreement for Responsibilities Between  
The Wyoming Department of Family Services  
Child Support Enforcement Unit  
and  
Sweetwater County Clerk of District Court**

1. **Parties.** The parties to this Cooperative Agreement (hereinafter referred to as Agreement) are the Wyoming Department of Family Services, whose address is 122 West 25<sup>th</sup> Street, Herschler Building, 1301 1<sup>st</sup> Floor East, Cheyenne, Wyoming 82002-0490 (hereinafter referred to as DFS), and Sweetwater County Clerk of the District Court, whose address is 80 West Flaming Gorge, Green River, Wyoming 82935 (hereinafter referred to as CDC).

2. **Purpose of Agreement.** The purpose of this Agreement is to delineate the consensual responsibilities between DFS and CDC, for all responsibilities except receipt and distribution of payments, according to federal law, rules, and policies regarding Title IV-D of the Social Security Act as amended.

3. **Term of Agreement and Required Approvals**

A. The term of the Agreement is from July 1, 2012 through June 30, 2014. All services shall be completed during this term. This Agreement becomes effective on the date the last required signature is affixed hereto.

B. By law, agreements for professional or other services must be approved as to form by the Attorney General and approved by Administration and Information Procurement, Wyo Stat § 9-1-403(b)(v), and all agreements for services costing over One Thousand Five Hundred Dollars (\$1,500.00) must be approved by the Governor or his designee as well, Wyo Stat § 9-2-1016(b)(iv).

4. **Payment.** DFS agrees to pay individual CDCs for the services described herein. The total payment under this Agreement shall not exceed the amount listed as the "Contract for Service" amount on Attachment A, attached hereto and incorporated herein by reference. Payments under this Agreement will cease when the "Contract for Service" amount on Attachment A has been expended. Payment will be made monthly, upon invoice. Payment shall be made from the Child Support Enforcement Unit budget 5040. An average of sixty-six percent (66%) of funding for services through this Agreement is provided by the federal government. The federal grant identification is CFDA Number 93.563. No payment shall be made for services performed prior to the date upon which the last required signature is affixed to this Agreement.

**INTENTIONALLY LEFT BLANK**

A. If the CDC's yearly total of agreed dollars exceeds Five Hundred Thousand Dollars (\$500,000.00) of federal funds, regardless of the source, the CDC is required to have a single or program-specific audit conducted in accordance with the Office of Management and Budget (OMB) Circular A-133. The CDC shall furnish DFS a copy of the final audit, along with the CDC's responses to the audit.

B. The State will maintain computer hardware and Parental Obligation System for Support Enforcement (POSSE) within each CDC office to afford the court ready access to child support enforcement data. CDC's may retain these resources as long as the Agreement remains in force.

## **5. Responsibilities of CDC**

A. CDC will waive payment of filing fees, for any Title IV-D case filed with the CDC, except for the Ten Dollar (\$10.00) court automation fee and the Ten Dollar (\$10.00) indigent civil legal services fee.

B. Use the automated statewide child support computer system, known as POSSE, as the exclusive system to:

(i) Enter all child support orders and/or divorce decrees which specify payment of child or medical support whether the case is IV-D or non-IV-D.

(ii) Enter all modifications to child support orders and/or divorce decrees which specify payment of medical or child support whether the case is IV-D or non-IV-D.

(iii) Enter all abatements concerning child support orders and/or divorce decrees which specify payment of medical or child support whether the case is IV-D or non-IV-D.

(iv) Enter all necessary information, including social security number, residential and mailing addresses, telephone numbers, and driver's license number, as well as the name, address and telephone number of any employers, for each party to any paternity or child support proceedings upon entry of an order and to update this information when informed of changes.

(v) Enter all voluntary paternity acknowledgments and all adjudications of paternity by judicial processes, including non-IV-D cases.

C. Provide customer service and furnish information to any custodial parent involved in a child support case, in a timely manner, when requests are made regarding the status of child support payments and/or child support arrearages.

**INTENTIONALLY LEFT BLANK**

D. All questions regarding IV-D child support payments or non IV-D wage withholding payments on orders entered after January 1, 1994 may be referred to the State Single Address Location. Enforcement questions may be referred to the appropriate enforcement district.

E. Provide up-to-date reporting of child support data to the Court, as required by the Court.

F. Cooperate with state and state enforcement districts to meet federal child support enforcement requirements.

G. Provide assurance of confidentiality through an individually signed confidentiality statement provided as Attachment B to this Agreement, incorporated herein by reference.

H. Provide assurance of agreements for individual employees to disclose cases where they have or appear to have a conflict of interest by signing a Disclosure Statement as provided in Attachment C to this Agreement, incorporated herein by reference.

I. CDC shall ensure that all program personnel handling money are covered by fidelity bonding insurance.

## 6. Responsibilities of DFS

A. Provide computer hardware and software for CDC use, in support of POSSE, as long as the Agreement is in effect.

B. Cooperate responsively with CDC regarding all elements of this Agreement.

C. Respond as soon as practicable to CDC reports of POSSE system problems.

D. Provide POSSE computer hardware and software upgrades as needed.

E. Provide training on POSSE or computer hardware applications as needed.

F. Ensure equipment provided to CDCs by DFS is maintained on DFS inventory system.

## 7. General Provisions

**A. Amendments.** Any changes, modifications, revisions or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed and signed by all parties to this Agreement.

**B. Americans with Disabilities Act.** The CDC shall not discriminate against a qualified individual with a disability and the parties shall comply with the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. 12101, *et seq.*, and/or any properly promulgated rules and regulations related thereto.

**C. Applicable Law/Venue.** 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 First Judicial District Court, Laramie County, Wyoming. The parties intend and agree that the State of Wyoming and DFS do not waive sovereign immunity by entering into this Agreement, and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other state or federal law.

**D. Assignment/Agreement 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. The CDC shall not use this Agreement, or any portion thereof, for collateral for any financial obligation, without the prior written permission of DFS.

**E. Assumption of Risk.** The CDC shall be responsible for any loss of state or federal funding, either administrative or program dollars, due to CDC's failure to comply with state or federal requirements. The CDC's responsibility pursuant to this paragraph is limited to the amount of this Agreement. DFS shall notify the CDC of any state or federal determination of noncompliance.

**F. Audit.** DFS and any of its representatives shall have access to any books, documents, papers, and records of the CDC which are pertinent to this Agreement. The CDC shall, immediately upon receiving written instruction from DFS, provide to any independent auditor, accountant, or accounting firm, all books, documents, papers and records of the CDC which are pertinent to this Agreement. The CDC shall cooperate fully with any such independent auditor, accountant, or accounting firm, during the entire course of any audit authorized by DFS. If the audit discloses an improper use of funds, pursuant to federal or state laws, rules, or regulations, the CDC must remit those funds to DFS.

**G. Availability of Funds.** The obligations of the parties herein are conditioned upon the availability of funds appropriated or allocated for use under this Agreement from any governmental source. If funds are not allocated and available as needed for the parties to perform this Agreement, the Agreement may be terminated at the end of the period for which funds, if any, are available. Each party shall notify the

other party at the earliest possible time if the Agreement will or may be affected by a shortage of funds. No penalty shall accrue to either party in the event this provision is exercised, and neither party shall be obligated or liable for any future payments due or damages as a result of termination under this section. This provision shall not be construed to permit either party to terminate this Agreement in order to engage in a similar agreement with another party.

**H. Award of Related Agreements.** DFS may undertake or award supplemental or successor Agreements for work related to this Agreement. The CDC shall cooperate fully with other contractors and DFS in all such cases.

**I. Certificate of Good Standing.** The CDC shall provide Certificate of Good Standing verifying compliance with the unemployment insurance and workers' compensation programs prior to performing work under this Agreement.

**J. Compliance with Law.** The CDC shall keep informed of and comply with all applicable federal, state and local laws and regulations in the performance of this Agreement.

**K. Confidentiality of Information.** All documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by the CDC in the performance of this Agreement shall be kept confidential by the CDC unless written permission is granted by DFS for its release or it is a non-confidential public record. If it becomes part of a court file, it is public record.

**L. Disputes/Remedies.** In seeking to resolve any dispute relating to this Agreement, neither party waives its sovereign immunity. Any dispute or claim arising out of or relating to this Agreement may be assigned to non-binding mediation upon mutual agreement of the parties, in accordance with the Wyoming Supreme Court's rules for alternative dispute resolution. The parties to the dispute shall bear their respective costs for the mediation. The rights and remedies of the parties provided for in these clauses are in addition to any other rights and remedies provided by law or under this Agreement.

**M. Entirety of Agreement.** This Agreement, consisting of nine (9) pages, Attachment A consisting of one (1) page, Attachment B consisting of one (1) page, and Attachment C consisting of one (1) page, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

**N. 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 nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other

party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

**O. Indemnification.** Each party to this Agreement shall be responsible for any liability arising from its own conduct. Neither party agrees to insure or indemnify the other.

**P. Independent Contractor.** The CDC 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. The CDC shall be free from direction over details of performance, shall assume sole responsibility for any debts or liabilities that may be incurred by the CDC 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 the CDC or its agents and/or employees to act as an agent or representative for or on behalf of the State of Wyoming or DFS, or to incur any obligation of any kind on the behalf of the State of Wyoming or DFS. The CDC agrees that no health/hospitalization benefits, workers' compensation, unemployment insurance and/or similar benefits available to State of Wyoming employees will inure to the benefit of the CDC or the CDC's agents and/or employees as a result of this Agreement.

**Q. Monitor Activities.** DFS shall have the right to monitor all Agreement related activities of the CDC and all subcontractors. This shall include, but not be limited to the right to make site inspections at any time, to bring experts and consultants on site to examine or evaluate completed work or work in progress, and to observe all CDC personnel in every phase of performance of Agreement related work.

**R. Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing and given to the parties at the address provided under this Agreement, either by regular mail or delivery in person.

**S. Nondiscrimination.** The CDC shall comply with Presidential Executive Order 11246 entitled, "Equal Employment Opportunity," as amended by Presidential Executive Order 11375, and as supplemented in the Department of Labor Regulations (41 CFR Part 60), the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105 *et seq.*), and the Americans With Disabilities Act (ADA), 42 U.S.C. 12101, *et seq.* The CDC shall assure that no person is discriminated against based on the grounds of sex, race, religion, national origin or disability in connection with the performance of this Agreement.

**T. Prior Approval.** This Agreement shall not be binding upon either party, no services shall be performed under the terms of this Agreement, and the Wyoming State Auditor shall not draw warrants for payment on this Agreement, until this Agreement has been reduced to writing, approved as to form by the Office of the Attorney

General, filed with and approved by the Department of Administration and Information, and approved by the Governor of the State of Wyoming if required by Wyo. Stat. § 9-2-1016(b)(iv)(D).

**U. Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

**V. Sovereign Immunity**

(i) The State of Wyoming and DFS do not waive sovereign immunity by entering into this Agreement and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other state or federal law.

(ii) The parties intend and agree that the CDC does not waive governmental immunity by entering into this Agreement, and specifically retains immunity and all defenses available to them as a local governmental entity pursuant to Wyo. Stat. § 1-39-104 *et seq.*, and all other state law.

**W. Suspension and Debarment.** By signing this Agreement, the CDC certifies that it is not suspended, debarred, or voluntarily excluded from federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Agreement suspended, debarred, or voluntarily excluded. Further, the CDC agrees to notify DFS by certified mail should the CDC or any of its agents become debarred, suspended, or voluntarily excluded during the term of this Agreement.

**X. Taxes.** The County shall pay all taxes and other such amounts required by federal, state and local law, including but not limited to federal and social security taxes, workers' compensation, unemployment insurance and sales taxes.

**Y. Termination of Agreement.** This Agreement may be terminated:

(i) By either party at any time for failure of another party to comply with the terms and conditions of this Agreement;

(ii) By either party, upon thirty (30) days prior written notice to the other party; or

(iii) Upon mutual written agreement of the parties.

In the event of termination, the CDC shall be entitled to compensation for any satisfactory work completed prior to termination.

**Z. 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.

**AA. Time is of the Essence.** Time is of the essence in all provisions of the Agreement.

**BB. Titles Not Controlling.** Titles of paragraphs are for reference only, and shall not be used to construe the language in this Agreement.

**CC. Waiver.** The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

**INTENTIONALLY LEFT BLANK**

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

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

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

**Department of Family Services**

\_\_\_\_\_  
Steve Corsi, Director

\_\_\_\_\_  
Date

**Sweetwater County Board of County Commissioners**

\_\_\_\_\_  
Wally Johnson

\_\_\_\_\_  
Date

**Sweetwater County Attorney**

*Clifford Boeven, Deputy County Attorney pro* 5/22/12  
\_\_\_\_\_  
Brett Johnson Date

**Sweetwater County Clerk of the District Court**

*[Signature]* 5/15/12  
\_\_\_\_\_  
Donna Lee Bobak Date

**Attorney General's Office Approval as to Form**

*Marion Yoder #87032* May 7, 2012  
\_\_\_\_\_  
Marion Yoder, Senior Assistant Attorney General Date

Attachment A

<b>Clerk of District Court Payment</b>	
County CDC	Contract for Service
Sweetwater	\$70,411.20



Attachment C

DISCLOSURE STATEMENT

I, \_\_\_\_\_ the undersigned, am employed  
(please print name)

by \_\_\_\_\_.

I understand that certain material which I may handle, or create during the course of my employment may personally affect me, a member of my immediate or extended family or my significant other(s).

I acknowledge that access to such personal data could cause temptation and conflict between my personal and professional responsibilities.

To avoid any possibility of difficulty, I shall IMMEDIATELY cease all activity on a case and IMMEDIATELY advise my superior of my conflict which may result in my inability to objectively perform my professional responsibilities or that have even the appearance of impropriety.

I further understand failure to disclose and/or notify my immediate supervisor of the conflict and/or failure to immediately terminate activity on the case, as provided above, may result in my IMMEDIATE TERMINATION.

\_\_\_\_\_ Date \_\_\_\_\_  
(please sign name)



**To: Sweetwater County Commissioners**

**From: Krisena Marchal**

**Subject: BOCC Meeting 6/5/12**

**Request the Approval of the 2012 Mineral Royalty Grant Application Review  
for the Eden Valley Solid Waste Disposal District**

**Executive Summary:**

The Eden Valley Solid Waste Disposal District (EVSWDD) is being mandated by the Wyoming Department of Environmental Quality, Solid and Hazardous Waste Division to close its existing unlined landfill due to a threat to groundwater and to construct a municipal solid waste transfer station. The transfer station will provide essential solid waste management services to the local residents and businesses in the northwest corner of Sweetwater County.

Originally, the Solid Waste District was awarded a Mineral Royalty Grant (MRG) for 50% of the estimated costs in 2010. Due to delays associated with land transfer issues with the federal government, and a change of location and design of the transfer station, the costs have significantly increased. The Solid Waste District is now applying for additional MRG funding to cover 50% of the increased costs (See budget below).

According to W.S. 9-4-604(h), the County must review and submit a written letter regarding the MRG application to the Office of State Lands and Investments which is the purpose of this agenda item.

**Solid Waste Transfer Station Funding Sources & Budget**

Current Request	<ul style="list-style-type: none"> <li>• MRG Application</li> <li>• Grant match @ 50% from EVSWDD Reserves</li> </ul>	123,844.50
		123,844.50
Prior Award 6/30/10	<ul style="list-style-type: none"> <li>• MRG award #09567</li> <li>• Grant match for MRG award #09567 @ 50% from EVSWDD Reserves</li> </ul>	141,720.00
		141,720.00
<b>TOTAL BUDGET</b>		<b>\$531,129.00</b>

**Recommendation:**

Staff recommends approval of the request so that grant funding can be procured to comply with the state mandate.

**Attachments:**

1. Review letter
2. Resolution 12-04-ZO-03 Conditional Use Permit for Eden Valley Solid Waste Disposal District
3. W.S. 9-4-604(h)

**Action Requested:**

**Motion to approve, and have the Chairman sign, the 2012 Mineral Royalty Grant Application Review for the Eden Valley Solid Waste Disposal District**

**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.*

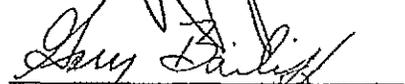
WHEREAS, the Sweetwater County Board of County Commissioners held a public hearing in regards to this matter on April 3, 2012 and has given due consideration to the recommendation of the Planning and Zoning Commission and to all the evidence and testimony presented at the hearing.

NOW THEREFORE BE IT RESOLVED, that the applicant's request be APPROVED.

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

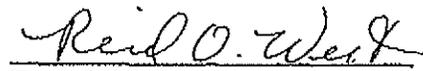
Sweetwater County  
Board of County Commissioners

  
Wally J. Johnson, Chairman

  
Gary Bailiff, Member

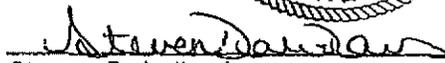
  
John K. Kolb, Member

  
Don Van Matre, Member

  
Reid O. West, Member

Attest:



  
Steven Dale Davis, County Clerk

## BOARD OF COUNTY COMMISSIONERS

**SWEETWATER**  
C·O·U·N·T·Y **R**

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

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

June 5, 2012

Ms. Debby Dickson  
Grants & Loans Manager  
Office of State Lands & Investments  
122 West 25<sup>th</sup> Street  
Herschler Building, 3 West  
Cheyenne, WY 82002-0600

**Re: 2012 Mineral Royalty Application for Eden Valley Solid Waste Disposal District  
W.S. 9-4-604(h) Review**

Dear Ms. Dickson,

The Sweetwater County Commission is in receipt of a copy of the Mineral Royalty Grant (MRG) application that the Eden Valley Solid Waste Disposal District (EVSWDD) submitted to your office in the amount of \$123,844.50, or 50 percent of the estimated project costs of \$247,689.

The purpose of the grant application is to supplement project costs for the construction of a new transfer station because the existing landfill must be closed in order to comply with a state mandate from the Wyoming Department of Environmental Quality (WDEQ) Solid Hazardous Waste Division (SHWD). The Sweetwater County Solid Waste Disposal District #1 has provided written confirmation that it will accept waste from the EVSWDD for disposal at the Rock Springs Landfill upon completion of the transfer station.

Pursuant to W.S. 9-4-604(h), Sweetwater County has conducted a review of the application with input from several County offices including Assessor, Land Use, Health, Emergency Management, Attorney, Public Works and Grants. After consideration, the review resulted in the following conclusions:

1. The Eden Valley Solid Waste Disposal District has the ability to be funded through bonds as described within W.S. 9-4-604; and



2. Sweetwater County held two public hearings in regards to the transfer station for a Conditional Use Permit (Attached) and no adverse concerns related to the needs, plans or general welfare of the county were identified; and
3. The Eden Valley Solid Waste Disposal District has fully utilized the maximum local funding resources (i.e. Total Mills Levied for Tax Year 2011 was 3.00); and
4. The new transfer station will comply with standards set by Sweetwater County, WDEQ/SHWD, and the Wyoming Department of Fire Prevention and Electrical Safety.

Should you need any additional information, please do not hesitate to contact me. We appreciate very much your consideration of this grant application.

Sincerely,

Wally J. Johnson  
Chairman  
Sweetwater County Commission

Attachment

cc: James Burnett, Chairman, Eden Valley Solid Waste Disposal District  
Ken Schreuder, Trihydro Corporation



is imposing the optional tax permitted by W.S. 39-15-204(a)(i) or (iii) at the time of the application and is utilizing all other local revenue sources reasonably and legally available to finance the project and:

(A) If the project is for water facilities, that the city or town, either individually or as a member of a joint powers board, has installed or during the project will install, or require the installation of water meters if required by the state loan and investment board, will require the owners of all new additions of land to the city or town to pay all costs of expanding the water system within and to the boundaries of the addition, is enforcing an appropriate water tap fee as determined by the state loan and investment board and has or will adopt water rates which will be adequate to finance the operation and maintenance of the system;

(B) If the project is for sewer facilities, that the city or town, either individually or as a member of a joint powers board, has or will require the owners of all new additions of land to the city or town to pay all costs of expanding the sewer system within and to the boundaries of the addition, is enforcing an appropriate sewer tap fee as determined by the state loan and investment board and has or will adopt sewer rates which will be adequate to finance the operation and maintenance of the system;

(C) The fifty percent (50%) limitation on grants does not apply to improvements to county or state highways within city or town boundaries unless otherwise required by the state loan and investment board.

(iii) Repayments of loans under paragraph (i) of this subsection shall be credited to a capital reserve account which shall be available for loans or grants for municipal purposes under paragraph (i) or (ii) of this subsection;

(iv) No loans shall be made without the written opinion of the attorney general certifying the legality of the transaction and all documents connected therewith.

9-4-604 X (h) Not to exceed twenty million dollars (\$20,000,000.00) of the total proceeds of all bonds issued under subsection (b) of this section may be loaned or granted to counties or special districts. As used in this subsection "special districts" means hospital districts, fire protection districts, sanitary and improvement districts, solid waste disposal districts, service

and improvement districts and water and sewer districts. Notwithstanding any other provision of law, no special district, either standing alone or as a member of a joint powers board, shall receive any grant or loan under this section until the special district's grant or loan application has received a written review from the board of county commissioners in any county in which the special district is located. The board of county commissioners shall review: (1) the ability of the special district to fund the project through bonds, (2) whether the project is adverse to the needs, plans or general welfare of the county, (3) whether the special district has utilized local funding resources, and (4) whether the special district has met county standards. If any part of the special district lies within five (5) miles of the corporate limits of any city or town, the special district's grant or loan application shall also receive a written review from the governing body of the city or town. The written review shall be submitted to the state loan and investment board by the special district with its grant or loan application. Loans or grants shall be made only under the following conditions:

(i) Loans, with or without interest, may only be made for county or special district purposes which are permitted by law. If the state loan and investment board deems it necessary to secure the loan, no security other than pledges of specified revenue to repay a loan shall be required. Before a loan application is approved the board shall determine by proper investigation that:

(A) The applicant will fully utilize all local revenue sources reasonably and legally available for repaying the loan excluding the local optional sales tax under W.S. 39-15-204(a)(i) or (iii) and 39-16-204(a)(i) or (ii);

(B) The project is necessary for the health, safety and welfare of the inhabitants of the applicant;

(C) The project has been approved by the qualified electors of the applicant.

(ii) Grants may be made for county or special district purposes either standing alone or in conjunction with a loan under paragraph (i) of this subsection. Grants may be applied for by a joint powers board with the approval of the county or special district which is a member of the board or by one (1) or more counties or special districts and shall not be pledged by the board to be payable over a term of years but shall be

# BOARD OF COUNTY COMMISSIONERS

## MEETING REQUEST FORM

Meeting Date Requested:  6/5/12	Presenters Name:  Krisena Marchal
Department or Organization:  Grants	Contact Phone and E-mail: 872-6470 marchalk@sweet.wy.us
Exact Wording for Agenda: Request the Approval of the FY 2011 Juvenile Accountability Block Grant Memorandums of Understanding	Preference of Placement on Agenda & Amount of Time Requested for Presentation:  Action Item - 10 minutes
Will there be Handouts? (If yes, include with meeting request form)  Yes	Will handouts require SIGNATURES:  Yes (by the Chairman)
<b>Additional Information:</b>	
2 Requested actions:	
(1) Motion to approve	
the FY 2011 Juvenile Accountability Block Grant MOU between	
Sweetwater County and	
Sweetwater County School District 1	
(2) Motion to approve	
the FY 2011 Juvenile Accountability Block Grant MOU between	
Sweetwater County	
Sweetwater County School District 2	

**To:** Sweetwater County Commissioners  
**From:** Krisena Marchal  
**Subject:** BOCC Meeting 6/5/12  
 Request the Approval of the FY 2011 Juvenile Accountability Block Grant Memorandums of Understanding

**Executive Summary:**

Sweetwater County, in partnership with the Cities of Rock Springs and Green River, and School District 1 and 2, applied for federal JABG grant funding to be used for a Truancy Program.

The project focuses on the early intervention of youths who are habitual in Sweetwater County and was previously approved by the Commission on April 13, 2012

The proposed Memorandums of Understanding were developed in order to obtain more ownership from the school districts for the project. They are also necessary to demonstrate to the grant funder that the project has secured supplemental funding (detailed below).

	Grant Request	Grant Match @ 10%	Additional Cash Contribution	TOTAL
Green River	2,711	301		3,012
Rock Springs	5,465	607		6,072
Sweetwater County	9,211			9,211
School District #1			9,800	9,800
School District #2			3,500	3,500
DFS Grant			8,152	8,152
	<b>\$17,387</b>	<b>\$908</b>	<b>\$21,452</b>	<b>\$39,747</b>

**Recommendation:**

Staff recommends approval of the MOU's to clarify the responsibilities of the school districts in this project and to be able to invoice the required cash contributions should the grant application be approved.

**Attachments:**

1. Memorandums of Understanding

<b><u>Action Requested:</u></b>	<ol style="list-style-type: none"> <li>1. Motion to approve the FY 2011 Juvenile Accountability Block Grant MOU between Sweetwater County and Sweetwater County School District 1</li>   <li>2. Motion to approve the FY 2011 Juvenile Accountability Block Grant MOU between Sweetwater County and Sweetwater County School District 2</li> </ol>
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**FY 2011 JUVENILE ACCOUNTABILITY BLOCK GRANT**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
SWEETWATER COUNTY SCHOOL DISTRICT NO. 1,  
AND  
SWEETWATER COUNTY**

*WHEREAS*, Sweetwater County, Rock Springs and Green River have received funding through the "FY 2011 Juvenile Accountability Block Grant," (hereafter JABG), which can be applied to partially fund the Truancy Program; and

*WHEREAS*, a goal of the Truancy Program is to increase juvenile accountability by reducing the truancy rate in Sweetwater County; and

*WHEREAS*, the present JABG funding amount is reduced from prior awards to the degree that the Truancy Program must rely on other sources of funding; and

*WHEREAS*, Green River and Rock Springs have waived their respective rights to their allocations from the JABG in favor of the Truancy Program proposed by Sweetwater County; and

*WHEREAS*, Sweetwater County has committed its allocation under the JABG to the truancy program. Moreover, Sweetwater County, Rock Springs and Green River have paid a cash match to assist in funding the Truancy Program; and

*WHEREAS*, School District No. 1 and School District No. 2 have been asked to contribute proportionately to an in-kind contribution to jointly assist in funding the Truancy Program;

*NOW THEREFORE*, School District No. 1 and Sweetwater County agree to the following terms:

1. Sweetwater County, through the Sweetwater County Department of Juvenile Probation, shall provide services pursuant to the Truancy Program to School District No. 1, as described in the attached pages from the FY 2011 JABG Grant Application, which by this reference, is incorporated herein.
2. School District No. 1 agrees to pay a total of \$9,800 to Sweetwater County in the form of an "in-kind contribution" to be used for the benefit of the Truancy Program.
3. This Memorandum of Understanding shall become effective beginning on the date the last party executes this Memorandum of Understanding, through December 31, 2013.

Made and Approved by the Sweetwater County Commissioners on this \_\_\_<sup>th</sup> day of \_\_\_\_\_, 2012.

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

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

\_\_\_\_\_

*Gary Balliff, Member*

\_\_\_\_\_

*John K. Kolb, Member*

\_\_\_\_\_

*Don Van Matre, Member*

\_\_\_\_\_

*Reid O. West, Member*

ATTEST:

\_\_\_\_\_

*Stephen Dale Davis, County Clerk*

COUNTY ATTORNEY'S OFFICE APPROVAL:

\_\_\_\_\_

*Cliff Boevers, Deputy County Attorney*

**SWEETWATER COUNTY SCHOOL DISTRICT No. 1**

*Paul E Grube*

\_\_\_\_\_

*Paul Grube*  
Superintendent

*4/9/12*

\_\_\_\_\_

Date

**FY 2011 JUVENILE ACCOUNTABILITY BLOCK GRANT**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
SWEETWATER COUNTY SCHOOL DISTRICT NO. 2,  
AND  
SWEETWATER COUNTY**

*WHEREAS*, Sweetwater County, Rock Springs and Green River have received funding through the "FY 2011 Juvenile Accountability Block Grant," (hereafter JABG), which can be applied to partially fund the Truancy Program; and

*WHEREAS*, a goal of the Truancy Program is to increase juvenile accountability by reducing the truancy rate in Sweetwater County; and

*WHEREAS*, the present JABG funding amount is reduced from prior awards to the degree that the Truancy Program must rely on other sources of funding; and

*WHEREAS*, Green River and Rock Springs have waived their respective rights to their allocations from the JABG in favor of the Truancy Program proposed by Sweetwater County; and

*WHEREAS*, Sweetwater County has committed its allocation under the JABG to the truancy program. Moreover, Sweetwater County, Rock Springs and Green River have paid a cash match to assist in funding the Truancy Program; and

*WHEREAS*, School District No. 1 and School District No. 2 have been asked to contribute proportionately to an in-kind contribution to jointly assist in funding the Truancy Program;

*NOW THEREFORE*, School District No. 2 and Sweetwater County agree to the following terms:

1. Sweetwater County, through the Sweetwater County Department of Juvenile Probation, shall provide services pursuant to the Truancy Program to School District No. 2, as described in the attached pages from the FY 2011 JABG Grant Application, which by this reference, is incorporated herein.
2. School District No. 2 agrees to pay a total of \$3,500 to Sweetwater County in the form of an "in-kind contribution" to be used for the benefit of the Truancy Program.
3. This Memorandum of Understanding shall become effective beginning on the date the last party executes this Memorandum of Understanding, through December 31, 2013.

Made and Approved by the Sweetwater County Commissioners on this \_\_\_<sup>th</sup> day of \_\_\_\_\_, 2012.

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

BY:

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

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

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

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

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

ATTEST:

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

COUNTY ATTORNEY'S OFFICE APPROVAL:

\_\_\_\_\_  
*Cliff Boevers, Deputy County Attorney*

**SWEETWATER COUNTY SCHOOL DISTRICT No. 2**

  
\_\_\_\_\_  
*Donna Little-Kaumo*  
Superintendent

*5/8/12*  
\_\_\_\_\_  
Date



# Veteran Service Office – Budget Reallocation Request

	FY 2012 Adjusted Budget	FY 2013 Department Requests	Increase/ (Decrease) FY 12 To FY 13
Revenue	99,356	152,529	53,173
Salary and Benefits	204,688	217,112	12,424
Operating	32,628	45,095	12,467
Equipment	1,700	525	(1,175)
Program and Others	75	0	(75)
<b>TOTAL</b>	<b>239,091</b>	<b>262,732</b>	<b>23,641</b>
<b>Net funding needed from SW County</b>	<b>139,735</b>	<b>110,203</b>	<b>(29,532)</b>

	Total	Sweetwater County	Sublette County	Lincoln County
Salary and Benefits for Part-time Administrative Assistant	28,754	12,940	12,940	2,875

FY2013 Program Savings	(29,532)		
SW County Cost for Part-time Position	12,940		
<b>Overall Program Savings to SW County</b>	<b>(16, 592)</b>		

**Action requested: Authorize Sweetwater County Human Resources Office to advertise for a part-time administrative assistant for the Veteran Service Office.**



## Petition for Formation of the High Desert Rural Healthcare District

Purpose of Meeting – to file the petition with the Board of County Commissioners.

Establish a Public Hearing Date – Earliest July 20, 2012 (45 Days) or Latest September 4, 2012 (90 Days)

### Further Information:

The County Assessor and Department of Revenue have reviewed the proposed district boundaries and no conflict was found.

On March 20, 2012 - Members from the proposed Healthcare District came before the Board of County Commissioners and spoke of the mission, vision and strategy.

### Excerpt from the minutes:

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

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

Certification of Signatures

I, Steven Dale Davis, Sweetwater County Clerk have verified the attached petition for qualification of the signers with the appropriate records. Therefore, I have ascertained therefrom the number of qualified signers appearing on the petition, and that the petition is signed by the requisite number of qualified signers.

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

**PETITION FOR FORMATION  
HIGH DESERT RURAL HEALTHCARE DISTRICT**

This special district is to be formed under the authority granted by Wyoming Statutes §35-2-701 through 35-2-709, entitled Rural Health Care Districts, and under the Special Districts Elections Act of 1994, Wyoming Statutes § 22-29-101 through 601.

1. That the signature of not less than twenty-five percent (25%) of the landowners owning at least twenty-five percent (25%) of the assessed value of property within the proposed district are attached to this petition of formation.

2. That the name of the proposed district is the High Desert Rural Healthcare District.

3. That the boundaries of the proposed district and the lands situate therein are with particularity, to wit:

See Map attached

4. That a map of the proposed district with its boundaries highlighted is attached.

5. That the sponsors and persons signing this petition request that a district be formed under Wyoming Statutes §35-2-701 through 35-2-709, entitled Rural Health Care Districts, and under the Special Districts Elections Act of 1994, Wyoming Statutes § 22-29-101 through 601.

6. The general purposed of the proposed district is as described:  
To provide and maintain healthcare, health promotion and other related services which improve the region's health status and quality of life.

7. The initial services/equipment to be provided by the district are:

- a. Provide financial support for the Wamsutter Community Health Center in Wamsutter, Wyoming;
- b. Provide financial support for the Emergency Medical Services/Ambulance Service, based in Wamsutter, Wyoming;
- c. Provide financial support to other healthcare or health promotion related services and/or equipment for the residents, businesses and industries in the region

8. Describe what services and/or equipment will be acquired, supported, constructed or operated:

Healthcare or health promotion services and/or equipment that will be acquired, supported, constructed or operated will support the purpose statement and be consistent with the statutes.

9. Describe in detail the proposed method of financing improvements or services to be provided within the first year of operation after formation.

All services/improvements in the first year of operation will be provided by existing methods of funding (grants, fees for service)

10. The following persons are willing to serve as candidates for election to the initial board of directors:

Name	Address	Resident?	Landowner?	Term
1. Kerry McIver	296 Bugas #29, Wamsutter	x		1
2. Michael Roehas	PO Box 22, Bairoil, WY	x	x	1
3. Linda Proberts	541 Tierney St., Wamsutter	x	x	1
4. Craig Staker,	PO Box 44, Wamsutter, WY	x	x	1
5. Sheri Lyon,	333 Bucho, Wamsutter, WY	x	x	

11. *Costs associated with the formation of the district including but not limited to publication, ballot preparation, polling and canvassing shall be the responsibility of and paid by the sponsors of the proposed district. W.S. 22-29-105(a)(vii) and W.S. 22-29-111(b).*

12. The chief petitioners who shall be responsible for costs associated with formation and who shall represent all petitioners and subscribers on matters relating to this petition of formation are the following:

Name: High Desert Health Initiative  
Address: PO Box 338  
City/State/Zip Wamsutter, WY 82336

**PETITION FOR FORMATION OF THE  
HIGH DESERT RURAL HEALTHCARE DISTRICT**

The persons signing this petition request that a district be formed under Wyoming Statutes §35-2-701 through 35-2-709, entitled Rural Health Care Districts, and under the Special Districts Elections Act of 1994, Wyoming Statutes § 22-29-101 through 601.

The general purpose of the proposed district is to provide and maintain healthcare, health promotion and other related services which improve the region's health status and quality of life.

Printed Legal Name	Date of Birth	Physical Address, City, Zipcode (no P.O. Box numbers)	# acres	Date Signed	Signature
Ronette Gail McDowell	7-9-62	691 Lathram Wamsutter <sup>Wyo</sup> 82336	7 1/2	1-31-12	Ronette G. McDowell
Three Star Rentals LLC	1-18-64	547 Ring Rd Wamsutter WY 82336	2 1/2	1-31-12	Emma D. Waldner
DELVIN GOFF	2-10-48	403 GLEASON DR. WAMSUTTER WY 82336	3	1-31-12	Delvin Goff
Carol Goff	8-30-41	403 Gleason Dr. Wamsutter	3	1-31-12	Carol Goff
Chifton Coley	7-23-47	320 Bonnie Ave Wamsutter WY 82336	.75	2-7-12	Chifton Coley
ENRIQUE MENDIEZ	9-9-57	373 BUJAS ST WAMSUTTER WY 82336	.7091	9-7-12	Enrique Mendez
POUCE WINN	9-13-59	411 Gleason St Wamsutter WY 82336	2	2-7-2012	Vernon Winn
P4 Pussback Co. Niels Hevosen	6-15-55	Rawlins WY 80801 1952 Happy Hollow Cir.	40K	2-8-2012	Niel Hevosen
Sandstone Ranches Colleen Stratton	4-1-51	528 W. Stratton CT Rawlins WY 80801	28,991.14	2-8-2012	Colleen Stratton

Verification by Circulator  
Name Emma D. Waldner  
Emma D. Waldner





**PETITION FOR FORMATION OF THE  
HIGH DESERT RURAL HEALTHCARE DISTRICT**

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Printed Legal Name	Date of Birth	Physical Address, City, Zipcode (no P.O. Box numbers)	# acres	Date Signed	Signature
James F. Gould III	3/1/46	212 Indian Paintbrush Bairoil, 82322	1/2	2/6/12	James F. Gould III
Adene L. Wertley	6-22-51	108 Elk Court Bairoil, 82322	1/2	2-6-12	Adene L. Wertley
Source E. Gould	1-8-47	212 Indian Paintbrush Bairoil, 82322	1/2	2-6-12	Source E. Gould
Frank Atwill	11/20/75	203 Indian Paintbrush Bairoil, 82322	1/2	2/6/12	Frank A. Atwill
F L Johnson	8/7/46	806 Bluebell, Bairoil, 82322	3/4	2/7/12	F L Johnson
A. L. Wertley	<del>11/20/75</del>	108 Elk Ct, Bairoil, 82322	1.33	2/7/12	A. L. Wertley
W. H. Smith	<del>11/20/75</del>	403 Indian Paintbrush Bairoil, 82322	.5253	2/7/12	W. H. Smith
Debra Moran	<del>11/20/75</del>	307 Indian Paintbrush Bairoil, 82322	1/2	2/4/12	Debra Moran
Maura E. Julian	11-14-47	304 Indian Paintbrush Bairoil, 82322	2.493	2-7-12	Maura E. Julian
Au Ann Rigane		406 Indian Paintbrush Bairoil, 82322	1.23	2-8-12	Au Ann Rigane
Linda Eastman		308 Indian Paintbrush Bairoil, 82322	1.465	2-8-12	Linda Eastman

Verification by Circulator  
Name Lisa Colson

Lisa Colson

**PETITION FOR FORMATION OF THE  
HIGH DESERT RURAL HEALTHCARE DISTRICT**

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Printed Legal Name	Date of Birth	Physical Address, City, Zipcode (no P.O. Box numbers)	# acres	Date Signed	Signature
Kenneth E. Pichmaier	4/13/51	310 Indian Land, Barroil, WY 82522	.2156	2/1/12	Kenneth E. Pichmaier
Sandra L. Pichmaier	4/18/47	310 Indian Land, Barroil, WY 82522		2/1/12	Sandra L. Pichmaier
Sylvia McCain	7/13	808 Birchbell Ave, Barroil, WY 82522	.2519	2/2/12	Sylvia McCain
Stacy Weller	5/70	502 Antelope St, Barroil, WY 82522		2/2/12	Stacy Weller
Jennifer Evans	3/5/78	209 Indian Land, Barroil, WY 82522	.86	2/2/12	Jennifer Evans
Shane A. Mason	1/30/80	810 Blue Bell Ave, Barroil, WY 82522		2/2/12	Shane A. Mason
Lee Sulz on	10/11/39	1112 Purple Sage, Barroil, WY 82522	1.24	2-2-12	Lee Sulz on
Sandra K. Nibla H M.P. DESERT	10/29/51	506 Indian Land, Barroil, WY 82522	.2452	2/2/12	Sandra K. Nibla H
M.R. Pearson	9/19/34	205 Indian Land, Barroil, WY 82522	.2665	2/2/12	M.R. Pearson
Kathy J. Clapp	8/10/70	301 Iris Ave, Barroil, WY 82522	1.13	"	Kathy J. Clapp
Arthur F. Clapp	12/4/34	301 Iris Ave, Barroil, WY 82522	" "	"	Arthur F. Clapp

Verification by Circulator  
Name: Lisa Colson

LISA COLSON





**PETITION FOR FORMATION OF THE  
HIGH DESERT RURAL HEALTHCARE DISTRICT**

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The general purpose of the proposed district is to provide and maintain healthcare, health promotion and other related services which improve the region's health status and quality of life.

Printed Legal Name	Date of Birth	Physical Address, City, Zipcode (no P.O. Box numbers)	# acres	Date Signed	Signature
Judd F. Eifealdt	5/14/51	784 River Ave. Wamsutter WY 82336	10	1/30/12	Judd F. Eifealdt
Colleen M. Eifealdt	5/30/53	784 River Ave Wamsutter WY 82336	10	1/30/12	Colleen Eifealdt
Dustin Davis	4/20/77	324 Burgess Ave Wamsutter WY 82336	5	1/30/12	Dustin Davis
Joe Detmer	1/7/86	555 Tierney St. Wamsutter WY 82336	2358	1/31/12	Joe Detmer
Leroy Williams	4-10-45	357 Becho Wamsutter, WY 82336	6.93	1-31-12	Leroy Williams
Nada Mathis	7-16-55	401 Gleason Wamsutter, WY 82336	2399	1-31-12	Nada Mathis

Verification by Circulator  
Name Colleen Eifealdt



AFFIDAVIT OF AUTHORITY TO ACT AS  
LEGAL REPRESENTATIVE

STATE OF WYOMING            )  
  ) SS  
COUNTY OF Sweetwater )

Maria L. Madden, being first duly sworn and upon his/her oath states  
as follows:

1. That Affiant is the Owner (Title) for the owner of the  
following real property in Sweetwater County, Wyoming:

399 McCarmick St  
Legal Address, City, Zip

2. That Affiant is authorized to execute this Affidavit and to sign the Petition  
for Formation for Formation of the High Desert Healthcare District as legal  
representative of the landowner.

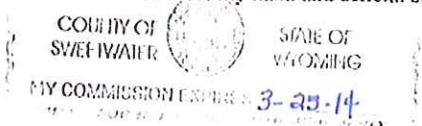
3. That this Affidavit is made and tendered pursuant to the provisions of  
Wyo. Stat. Ann., 2011, §22-29-108 et seq.

FURTHER AFFIANT SAYETH NOT.

Maria L. Madden  
AFFIANT

Subscribed and sworn to before me this 6th day of January, 2012 by  
Maria Madden, Owner of M.L.P. (Maddena) Lutton  
(Title) (Company/Landowner)

Witness my hand and official seal.



Bonnie R. Ames  
Notary Public

My Commission Expires:  
3/25/14

**PETITION FOR FORMATION OF THE  
HIGH DESERT RURAL HEALTHCARE DISTRICT**

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Printed Legal Name	Date of Birth	Physical Address, City, Zipcode (no P.O. Box numbers)	# acres	Date Signed	Signature
<i>[Handwritten Name]</i>	<i>[Handwritten Date]</i>	<i>[Handwritten Address]</i>	<i>[Handwritten Acres]</i>	<i>[Handwritten Date]</i>	<i>[Handwritten Signature]</i>
<i>[Handwritten Name]</i>	<i>[Handwritten Date]</i>	<i>[Handwritten Address]</i>			
<i>[Handwritten Name]</i>	<i>[Handwritten Date]</i>	<i>[Handwritten Address]</i>			
Gregg M Waldner	1/18/64	416 Gleason St Wamsutter WY 82336		12/29/11	<i>[Handwritten Signature]</i>

Verification by Circulator  
Name *[Handwritten Name]*  
Lisa Colson







**PETITION FOR FORMATION OF THE  
HIGH DESERT RURAL HEALTHCARE DISTRICT**

The persons signing this petition request that a district be formed under Wyoming Statutes §35-2-701 through 35-2-709, entitled Rural Health Care Districts, and under the Special Districts Elections Act of 1994, Wyoming Statutes § 22-29-101 through 501.

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Printed Legal Name	Date of Birth	Physical Address, City, Zipcode (no P.O. Box numbers)	# acres	Date Signed	Signature
William S. Ellis	8-05-37	73 Desert Flat	240	1-18-12	William S. Ellis
Leo J. Ellis	12-16-37	73 Desert Flats	240	1-18-12	Leo J. Ellis
Russell Stapleton	11/08/58	303 Teaney #23, Wamsutter	147	1/24/12	[Signature]
Wendi R. Phillips	9/15/76	402 Gleason, Wamsutter		1/24/12	Wendi R. Phillips
Robert R. Phillips	5/25/63	402 Gleason, Wamsutter		1/24/12	[Signature]

Verification by Circulator  
Name Emma D. Waldner  
Emma D. Waldner



**PETITION FOR FORMATION OF THE  
HIGH DESERT RURAL HEALTHCARE DISTRICT**

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The general purpose of the proposed district is to provide and maintain healthcare, health promotion and other related services which improve the region's health status and quality of life.

Printed Legal Name	Date of Birth	Physical Address, City, Zipcode (no P.O. Box numbers)	# acres	Date Signed	Signature
Gary Waldner	9-29-70	303 TIERNAY ST #7 W. CONSUMMER, CO. 82336		1-24-12	<i>[Signature]</i>
Wamsutter Tractor Co	12-23-64	Wamsutter	1963	1-24-12	<i>[Signature]</i>
Roy-hyn LLC	12-23-64	350 McCormick 587 Rural	6	1-24-12	<i>[Signature]</i>
Roy-Lyn LLC	8-08-78	350 McCormick 587 Rural	6	1-24-12	<i>[Signature]</i>
Wamsutter Tractor Co	9-29-70	303 TIERNAY ST, P.O. BOX 7 W. CONSUMMER, CO. 82336		1-25-12	<i>[Signature]</i>
Dupree's Livestock Gary D. Dupree	6-19-51	713 Louisiana Way	4	2-3-12	<i>[Signature]</i>
Sally Cardwell	4-8-55	712 A Mc Cormick St	4.5	2-3-12	<i>[Signature]</i>
Eric Cardwell	2-3-44	112 A. Mc Cormick St	4.5	2-3-12	<i>[Signature]</i>
Greg Englehart	11-30-57	767 River Avenue	8	2-7-12	<i>[Signature]</i>
Vivian A. Waldner	9-12-36	385 Murray Avenue		2-9-12	<i>[Signature]</i>

Verification by Circulator

Name Emmet D. Waldner



On behalf of the Sweetwater County Commissioners and all the residents, we would like to welcome the National High School Rodeo members, families and volunteers to Sweetwater County. During your stay, we hope that you are able to enjoy many of the local attractions and recreational activities our county has to offer.

Sightseeing in Sweetwater County is nothing short of spectacular. Many areas of interest include the Flaming Gorge, White Mountain Petroglyphs, Killpecker Sand Dunes, Boar's Tusk, Pilot Butte Wild Horse Scenic Loop, Seedskafee Wildlife Refuge, Expedition Island and the Green Belt.

The 91 mile Flaming Gorge Loop will allow you to experience the scenic wonders and wildlife as well as the Flaming Gorge Dam Reservoir. The Flaming Gorge provides wonderful lake trout fishing and many areas to camp.

While you are touring the area, Sweetwater County has miles of pioneer trails to explore including the Oregon Trail, Pony Express Route, Cherokee Trail, Overland Trail, Parting of Ways, Old Emigrant Trail and the Mormon Trail. Sweetwater County also hosts three museums with exhibits showcasing the history and geography of the area.

The diversity and abundance of Wyoming big game animals bring local and non residents to hunt. During the off season, many practice their skill at the the archery or shooting ranges.

Sweetwater County offers two golf courses. The White Mountain Golf Course offers 27 holes, whereas Rolling Green Country Club offers 18 holes. Both have a driving range, pro-shop, clubhouse, and golf carts.

Sweetwater County has hundreds of miles of single-track and dirt trails for mountain bike enthusiasts.

To cool down during the hot summer days, the community enjoys boating, swimming and fishing at the Flaming Gorge, kayaking or tubing down the Green River or going to the local pools and splash parks as well the recreation centers.

For more information on attractions, please contact the Green River or Rock Springs Chamber of Commerce.

Sincerely,

Wally J. Johnson, Chairman  
Board of Sweetwater County Commissioners