

NOTICE:

THE SWEETWATER COUNTY BOARD OF COUNTY COMMISSIONERS WILL MEET ON TUESDAY, NOVEMBER 16, 2021 AT 8:30 A.M. - TENTATIVE AND SUBJECT TO CHANGE

The meeting will be held at the Green River County Courthouse located at 80 W Flaming Gorge Way, Green River, Wyoming.

For the convenience of the public, efficiency, and COVID-19 restrictions, the Board of County Commissioners' meeting will be held in person and using video conferencing technology. The County Courthouse will have limited seating so as to practice social distancing and to be consistent with State guidelines.

Those presenting may appear in person or via zoom using the meeting invite received by email.

As always, the public is invited to watch the proceedings on the County YouTube channel https://www.youtube.com/channel/UCPe1fuV_mrPq8dVoZ3FttNA/live where the meeting will be broadcast.

The public will be able to comment immediately following the public hearing presentation and also during the public comment section of the agenda or by sending comments ahead of time via email to:

publiccomments@sweet.wy.us

or by mail to:

Public Comments:

**C/O Sweetwater County Clerk
80 W Flaming Gorge Way, Suite 150
Green River, WY 82935**

If you are in need of accommodations beyond the above identified process, please call in advance to discuss other options. If you have any questions about how to participate in a public Board of County Commissioner meeting, please contact Sally Shoemaker at 307-872-3897 or via email at shoemakers@sweet.wy.us

PRELIMINARY

**Tab A 8:30 CALL TO ORDER
QUORUM PRESENT
PLEDGE OF ALLEGIANCE
MOMENT OF SILENCE
APPROVAL OF AGENDA
APPROVAL OF MINUTES: 11-3-21**

11:15 Break

Tab M 11:30 Update from Castle Rock Ambulance Service B. Dockter, D. Stanton

Tab N 11:45 Southwest Counseling Contract L. Acker

OTHER

EXECUTIVE SESSION AS NEEDED

1. Pre-Decisional
2. Contracts:
 - a). Sweetwater Medics
 - b). Other
3. Personnel

Break

COMMISSIONER COMMENTS/REPORTS

Commissioner Lloyd
Chairman Wendling
Commissioner Smith
Commissioner Schoenfeld
Commissioner Thoman

ADJOURN

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

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

November 3, 2021
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 and a moment of silence.

Approval of Agenda

Chairman Wendling entertained a motion to approve the agenda as presented. *Commissioner Schoenfeld moved to approve as presented. Commissioner Lloyd seconded the motion.* The motion carried.

Approval of Minutes: October 18, 2021, Intergovernmental Joint Leadership Meeting

Chairman Wendling entertained a motion to approve the October 18, 2021 minutes. *Commissioner Thoman moved to approve as presented. Commissioner Lloyd seconded the motion.* The motion carried.

Approval of Minutes: October 19, 2021, Regular Meeting

Chairman Wendling entertained a motion to approve the October 19, 2021 minutes. *Commissioner Smith moved to approve the regular meeting minutes as presented. Commissioner Thoman seconded the motion.* The motion carried.

Acceptance of Bills

Approval of County Vouchers/Warrants (EAL's), Bonds, and Abates/Rebates

Commissioner Lloyd moved to approve the EAL's, bonds, and the abates/rebates as presented. Commissioner Schoenfeld seconded the motion. The motion carried.

3-Nov-21

WARRANT NO.s	PAYEE	DESCRIPTION	AMOUNT
112739 & ADVICES	EMPLOYEES AND PAYROLL VENDORS	PAYROLL RUN	6,089.82
35366	WEX BANK	FUEL	16,861.17
35367	YWCA OF SWEETWATER COUNTY	GRANT EXPENSES	2,081.50
35371	SWCO CONSERVATION DISTRICT	BUDGET ALLOCATION	7,119.13
35372	WEX BANK	FUEL	11,494.27
112615	APPARATUS EQUIPMENT & SERVICE INC	BOOTS/PARTS	1,024.63
112616	ARNELL JR. P.C., GARY B	FEES	4,000.00
112617	BATTERY SYSTEMS INC	BATTERIES	455.95
112618	BLUE 360 MEDIA, LLC	BOOKS	320.45
112619	BOB BARKER COMPANY INC	COMMISSARY	1,330.93
112620	BRIDGER VALLEY ELECTRIC ASSN	UTILITIES	269.95
112621	CENTURYLINK	PHONE BILL	1,344.78
112622	CINTAS	SERVICES	238.73
112623	CITY OF ROCK SPRINGS	RENT	2,890.02
112624	CLEARVIEW IMPROVEMENT & SERVICE DISTRICT	UTILITIES	162.65
112625	COMMUNICATION TECHNOLOGIES INC	RENT	175.00
112626	COPIER & SUPPLY CO INC	CONTRACT	3,105.04
112627	DELTA DENTAL	FEES/CLAIMS	34,176.10
112628	DIAMOND PEAK CATTLE CO #2 LLC	WATER	847.50
112629	DIVERSIFIED INSURANCE BEN SERV LLC	FEES	1,037.90
112630	DIVERSIFIED INSURANCE BEN SERV LLC	FEES	6,000.00
112631	DJ'S GLASS PLUS INC.	WINDSHIELDS	300.00
112632	DOMINION ENERGY	UTILITIES	2,980.61
112633	F B MCFADDEN WHOLESALE COMPANY	SUPPLIES	2,790.50
112634	F B MCFADDEN WHOLESALE COMPANY	COMMISSARY/INMATE FOOD	7,547.60
112635	FIRST CHOICE FORD	PARTS	212.14
112636	FLEETPRIDE	PARTS	40.82
112637	FLOYD'S TRUCK CENTER	PARTS	583.31
112638	FORCE AMERICA DISTRIBUTING LLC	PARTS	125.93
112639	GOLDEN HOUR SENIOR CENTER INC	BUDGET ALLOCATION	12,500.00
112640	GREEN RIVER STAR	AD	25.00
112641	HARRIS LAW OFFICE P.C.	SERVICES	144.00
112642	HCC LIFE INSURANCE COMPANY	FEES	50,951.11
112643	HIGH SECURITY LOCK & ALARM	DOOR WRAP	34.95
112644	HITCHING POST RESTAURANT AND SALOON	JUROR MEAL	228.27
112645	HOMAX OIL SALES INC	FUEL/DEF/OIL	24,886.57
112646	IAAO	DUES	225.00
112647	ISI WATER CHEMISTRIES	FEES	801.00
112648	JENNY SERVICE COMPANY	COMMISSARY	870.98

112649	KEEFE SUPPLY COMPANY	COMMISSARY	501.04
112650	LEWIS & LEWIS	ROAD BASE	313.32
112651	LOVELESS, JANET	TRANSCRIPTION	117.00
112652	MCKEE FOODS CORPORATION	INMATE FOOD	1,040.60
112653	MEADOW GOLD DAIRIES SLC	INMATE FOOD	1,778.79
112654	MOBIL SATELLITE TECHNOLOGIES	BROADBAND	720.00
112655	MOUNTAINLAND SUPPLY COMPANY	PARTS	66.85
112656	NICHOLAS & COMPANY	INMATE FOOD	2,301.41
112657	NORTH SWEETWATER WATER AND SEWER DISTRICT	UTILITIES	60.00
112658	NUTECH SPECIALTIES INC	SUPPLIES	101.62
112659	ONE-CALL OF WYOMING	TICKETS	0.75
112660	QUEST SOFTWARE INC	LICENSES	1,917.33
112661	QUILL CORPORATION	BATTERIES	84.10
112662	ROCK SPRINGS CHAMBER OF COMMERCE	DUES	225.00
112663	ROCK SPRINGS MUNICIPAL UTILITY	UTILITIES	3,126.26
112664	ROCKET-MINER	AD'S	330.00
112665	ROCKY MTN POWER	UTILITIES	10,426.68
112666	S & L INDUSTRIAL	CONTRACT	147,230.28
112667	SHADOW MOUNTAIN WATER OF WYOMING INC	WATER	45.00
112668	SKAGGS COMPANIES INC	UNIFORMS/BOOTS/HAT	883.98
112669	SOURCE OFFICE & TECHNOLOGY	OFFICE SUPPLIES	13.44
112670	STOTZ EQUIPMENT	PARTS	235.52
112671	SWEETWATER CO SCHOOL DISTRICT #1	GRANT EXPENSES	3,161.39
112672	SWEETWATER COUNTY INSURANCE	PREMIUMS	410,986.42
112673	SWEETWATER FAMILY RESOURCE CENTER	GRANT EXPENSES	199.00
112674	SWEETWATER TRANSIT AUTHORITY	BUDGET ALLOCATION	7,500.00
112675	SWEETWATER TROPHIES	SHIPPING	54.19
112676	TEAM LABORATORY CHEMICAL CORP	ROAD PATCH	3,470.00
112677	THE TIRE DEN INC	TIRE/LABOR	147.14
112678	THOMSON REUTERS-WEST PAYMENT CENTER	SUBSCRIPTIONS	3,791.41
112679	TOWN OF WAMSUTTER	UTILITIES	31.00
112680	U S FOODS INC	INMATE FOOD	2,151.41
112681	UMR INC	FEES	16,811.11
112682	UNION TELEPHONE COMPANY INC	PHONES/LATE FEE	465.16
112683	UNION TELEPHONE COMPANY INC	PHONES/AIRCARDS	955.48
112684	UNITED SITE SERVICES	RESTROOMS	1,135.70
112685	UNUM LIFE INSURANCE COMPANY OF AMERICA	PREMIUMS	19,699.27
112686	VISION SERVICE PLAN	PREMIUMS	8,577.84
112687	WESTERN ENGINEERS & GEOLOGISTS INC	SERVICES	2,335.00
112688	WESTERN WYOMING COLLEGE	OFFICE SUPPLIES	37.37
112689	WYOMING MACHINERY COMPANY	PARTS/LABOR/MILEAGE	296.00
112690	WYOMING SECRETARY OF STATE	FEE	60.00
112691	WYOMING STATE 4-H FOUNDATION	DUES	100.00
112692	WYOMING STATE BAR	FEES	3,437.50
112693	WYOMING WASTE SERVICES	UTILITIES	2,369.01
112694	WYOMING WASTE SERVICES	TRASH SERVICES	876.36
112695	YOUNG AT HEART CENTER	GRANT EXPENSES/BUDGET ALLOCATION	15,792.24
112696	ONE TIME VENDOR	JUROR FEE	150.00
112697	ONE TIME VENDOR	JUROR FEE/MILEAGE	234.00
112698	ONE TIME VENDOR	WITNESS FEE	90.00
112699	ONE TIME VENDOR	JUROR FEE/MILEAGE	234.00
112700	ONE TIME VENDOR	JUROR FEE	30.00
112701	ONE TIME VENDOR	JUROR FEE/MILEAGE	46.80
112702	ONE TIME VENDOR	JUROR FEE/MILEAGE	74.80
112703	ONE TIME VENDOR	JUROR FEE/MILEAGE	234.00
112704	ONE TIME VENDOR	JUROR FEE/MILEAGE	234.00
112705	ONE TIME VENDOR	JUROR FEE/MILEAGE	234.00
112706	ONE TIME VENDOR	JUROR FEE/MILEAGE	46.80
112707	ONE TIME VENDOR	JUROR FEE/MILEAGE	46.80
112708	ONE TIME VENDOR	JUROR FEE/MILEAGE	234.00
112709	ONE TIME VENDOR	JUROR FEE/MILEAGE	46.80
112710	ONE TIME VENDOR	JUROR FEE	30.00
112711	ONE TIME VENDOR	JUROR FEE	30.00
112712	ONE TIME VENDOR	JUROR FEE	150.00
112713	ONE TIME VENDOR	JUROR FEE	30.00

112714	ONE TIME VENDOR	JUROR FEE/MILEAGE	46.80
112715	ONE TIME VENDOR	JUROR FEE	30.00
112716	ONE TIME VENDOR	WITNESS FEE	90.00
112717	ONE TIME VENDOR	JUROR FEE	150.00
112718	ONE TIME VENDOR	JUROR FEE/MILEAGE	234.00
112719	ONE TIME VENDOR	JUROR FEE/MILEAGE	86.00
112720	ONE TIME VENDOR	JUROR FEE	30.00
112721	ONE TIME VENDOR	JUROR FEE	150.00
112722	ONE TIME VENDOR	JUROR FEE/MILEAGE	234.00
112723	ONE TIME VENDOR	JUROR FEE/MILEAGE	46.80
112724	ONE TIME VENDOR	JUROR FEE	30.00
112725	ONE TIME VENDOR	JUROR FEE/MILEAGE	46.80
112726	ONE TIME VENDOR	JUROR FEE/MILEAGE	46.80
112727	ONE TIME VENDOR	JUROR FEE	150.00
112728	ONE TIME VENDOR	JUROR FEE	150.00
112729	ONE TIME VENDOR	JUROR FEE	30.00
112730	ONE TIME VENDOR	JUROR FEE	30.00
112731	ONE TIME VENDOR	WITNESS FEE	266.52
112732	ONE TIME VENDOR	JUROR FEE	30.00
112733	ONE TIME VENDOR	JUROR FEE/MILEAGE	46.80
112734	ONE TIME VENDOR	JUROR FEE/MILEAGE	46.80
112735	ONE TIME VENDOR	WITNESS FEE/MILEAGE	214.32
112736	ONE TIME VENDOR	JUROR FEE/MILEAGE	46.80
112737	ONE TIME VENDOR	JUROR FEE	30.00
112738	ONE TIME VENDOR	JUROR FEE/MILEAGE	46.80
112740	ONE TIME VENDOR	JUROR FEE/MILEAGE	46.80
112741	ONE TIME VENDOR	JUROR FEE/MILEAGE	46.80
112742	ONE TIME VENDOR	JUROR FEE/MILEAGE	46.80
112743	ONE TIME VENDOR	JUROR FEE/MILEAGE	187.20
112744	ONE TIME VENDOR	JUROR FEE/MILEAGE	46.80
112745	ONE TIME VENDOR	JUROR FEE	30.00
112746	ONE TIME VENDOR	JUROR FEE/MILEAGE	187.20
112747	ONE TIME VENDOR	JUROR FEE	30.00
112748	ONE TIME VENDOR	WITNESS FEE	45.00
112749	ONE TIME VENDOR	JUROR FEE/MILEAGE	187.20
112750	ONE TIME VENDOR	JUROR FEE/MILEAGE	46.80
112751	ONE TIME VENDOR	JUROR FEE/MILEAGE	46.80
112752	ONE TIME VENDOR	JUROR FEE/MILEAGE	46.80
112753	ONE TIME VENDOR	JUROR FEE	30.00
112754	ONE TIME VENDOR	JUROR FEE/MILEAGE	46.80
112755	ONE TIME VENDOR	JUROR FEE/MILEAGE	46.80
112756	ONE TIME VENDOR	JUROR FEE/MILEAGE	187.20
112757	ONE TIME VENDOR	JUROR FEE/MILEAGE	46.80
112758	ONE TIME VENDOR	JUROR FEE/MILEAGE	46.80
112759	ONE TIME VENDOR	JUROR FEE/MILEAGE	187.20
112760	ONE TIME VENDOR	JUROR FEE/MILEAGE	46.80
112761	ONE TIME VENDOR	JUROR FEE	120.00
112762	ONE TIME VENDOR	JUROR FEE/MILEAGE	187.20
112763	ONE TIME VENDOR	JUROR FEE	30.00
112764	ONE TIME VENDOR	JUROR FEE/MILEAGE	46.80
112765	ONE TIME VENDOR	WITNESS FEE/MILEAGE	92.61
112766	ONE TIME VENDOR	JUROR FEE/MILEAGE	187.20
112767	ONE TIME VENDOR	JUROR FEE/MILEAGE	187.20
112768	ONE TIME VENDOR	JUROR FEE	30.00
112769	ONE TIME VENDOR	JUROR FEE/MILEAGE	187.20
112770	ONE TIME VENDOR	JUROR FEE/MILEAGE	187.20
112771	ONE TIME VENDOR	JUROR FEE/MILEAGE	46.80
112772	ONE TIME VENDOR	JUROR FEE/MILEAGE	187.20
112773	ONE TIME VENDOR	JUROR FEE	30.00
112774	ONE TIME VENDOR	JUROR FEE	120.00
112775	ONE TIME VENDOR	JUROR FEE	30.00
112776	ONE TIME VENDOR	JUROR FEE/MILEAGE	46.80
112777	ONE TIME VENDOR	JUROR FEE/MILEAGE	187.20
112778	ONE TIME VENDOR	JUROR FEE/MILEAGE	46.80
112779	AARMS	SERVICE	530.00
112780	AIRGAS USA LLC	SUPPLIES	34.94
112781	ALPINE PURE WATER	RENTAL/WATER	113.00
112782	AMERIGAS PROPANE LP	PROPANE	259.95
112783	AUTOSPA	WASH	19.05

112784	BOB BARKER COMPANY INC	COMMISSARY	995.95
112785	CARDMEMBER SERVICE	TRAVEL/DOG SUPPLIES/SUPPLIES/PLANTS/FOOD TRAY/TV/PHARMACY/ CONFERENCES/OFFICE SUPPLIES	8,316.19
112786	CHETTERBOCK, AMANDA	MEAL	32.09
112787	CINTAS	SERVICES	238.73
112788	CITY OF GREEN RIVER	RENT	265.00
112789	COMMUNICATION TECHNOLOGIES INC	RADIO'S/INSTALLATION	992.46
112790	D & L EXCAVATION INC	SERVICES	2,530.00
112791	EMPLOYERS COUNCIL SERVICES INC	PRE-EMPLOYMENT/INVESTIGATION	1,366.25
112792	ERRAMOUSPE, DANIEL E	TRAVEL	574.80
112793	GREEN RIVER STAR	SUBSCRIPTION	42.00
112794	GUDINO'S CAFE	MEAL	213.03
112795	HIGH SECURITY LOCK & ALARM	KEYS/LOCK	52.00
112796	HOMAX OIL SALES INC	DEF	197.95
112797	JME FIRE & HOIST PROTECTION INC	PARTS	278.90
112798	K-PACK PHARMACY	INMATE MEDICAL	8,014.78
112799	LEGERSKI, GENE	TRAVEL	426.81
112800	LEWIS & LEWIS	COLD MIX ASPHALT	129,689.99
112801	LSQ FUNDING GROUP L.C.	EXTRADITION	3,201.73
112802	MEMORIAL HOSPITAL OF SWEETWATER CO	LEGAL DRAWS	261.00
112803	MEMORIAL HOSPITAL OF SWEETWATER CO	TITLE 25	46,738.87
112804	MI CASITA	MEAL	13.64
112805	NICHOLAS & COMPANY	INMATE FOOD	1,060.24
112806	NOWLAND, TESLA	MEALS	23.71
112807	PACIFIC STEEL & RECYCLING	BANDS	105.00
112808	PERSONNEL EVALUATION INC	JV PEP	40.00
112809	PRAXAIR DISTRIBUTION INC	SUPPLIES	40.94
112810	R & D SWEEPING & ASPHALT	PATCHING	20,890.00
112811	REAL KLEEN JANITORIAL	CLEANERS	437.25
112812	ROCKET-MINER	AD	23.22
112813	ROCKY MTN POWER	UTILITIES	4,466.50
112814	SAFETY-KLEEN SYSTEMS INC	SOLVENT/SUPPLY	260.58
112815	SAGE HILSTAD LAW PC - ASSIGNOR	FEES	2,760.00
112816	SHADOW MOUNTAIN WATER OF WYOMING INC	RENTAL/WATER	28.50
112817	SKAGGS COMPANIES INC	HATS	538.69
112818	SWEETWATER CO TREASURER	CANCELED WARRANTS	5,318.38
112819	SWEETWATER COUNTY WEED & PEST DISTRICT	SPRAYING	4,303.39
112820	SWEETWATER FAMILY RESOURCE CENTER	CARES ACT GRANT EXPENSES	738.32
112821	THE PARTRIDGE PSYCHOLOGICAL GROUP	MEDICAL	560.00
112822	THE TIRE DEN INC	TIRES/LABOR	694.06
112823	THOMSON REUTERS-WEST PAYMENT CENTER	SUBSCRIPTION	1,818.78
112824	TOWN OF WAMSUTTER	WATER	1,445.42
112825	TRAPP, SADIE	FOOD	61.14
112826	U S FOODS INC	INMATE FOOD	2,172.88
112827	UNITED SITE SERVICES	RESTROOMS	340.40
112828	VERIZON WIRELESS	PHONES/BROADBAND/EQUIPMENT	6,138.95
112829	YOUNG AT HEART EARLY LEARNING CENTER	GRANT EXPENSES	8,341.06
		GRAND TOTAL:	1,158,306.85

TAXPAYER	VALUATION
HILCORP ENERGY	-20,225
C & L RENTALS	-3,235
BAO TUOI TRE	-77

County Resident Concerns

Chairman Wendling opened county residents' concerns. Green River Star Marketing Executive Jeff Homan questioned if the Commission would like to sponsor a Veteran's Day Edition in the Green River Star this year. *Commissioner Thoman moved to*

approve supporting the Veteran's Day Edition not to exceed \$200.00. Commissioner Lloyd seconded the motion. The motion carried. Hearing no further comments, county resident concerns were closed.

Action/Presentation Items

Greater Little Mountain Update

Muley Fanatic Foundation President Josh Coursey, COO Joey Faigl, Office Manager Janet Craft, and Director of Operations Chris Steffen, along with Bowhunters of Wyoming Steve Martin, and Wildlife Federation Joy Bannon, provided a PowerPoint presentation and an overview of the Greater Little Mountain Coalition. The Commission expressed their appreciation for the update.

Request Approval to Restaff Vacant Patrol Position in the Sheriff's Office

Sheriff Grossnickle and Human Resource Director Garry McLean requested to restaff a vacant Patrol Officer position in the Sheriff's Office due to a recent employee retiring. Following discussion, *Commissioner Schoenfeld moved to restaff the position as presented and authorize the Chairman to sign. Commissioner Smith seconded the motion.* The motion carried.

Request Approval to Restaff Vacant Position in the Attorney's Office

County Attorney Danny Erramouspe and Human Resource Director Garry McLean requested to restaff a vacant Deputy County Attorney due to a recent resignation. Following discussion, *Commissioner Lloyd moved to restaff the position in the County Attorney's Office as presented and authorize the Chairman to sign. Commissioner Thoman seconded the motion.* The motion carried.

Break

Chairman Wendling called for a ten-minute break.

Request Approval of Health Insurance Premiums for Calendar Year 2022

Human Resource Director Garry McLean and Diversified Representative Brian Carter presented the Health Insurance Premiums for Calendar Year 2022 and provided 5 options. Following a discussion on utilizing ARPA funds in helping employees and encouraging a COLA, *Commissioner Smith moved to adopt option 5. Commissioner Thoman seconded the motion. Commissioner Lloyd voted to amend the motion to hold off and requested to hold a special meeting on November 9, 2021. Commissioner Smith seconded the motion.* The amended motion carried. A special meeting will be held on November 9, 2021, at 5:00 p.m. for the purpose of the postponement of considering and taking action on the health insurance premiums for the calendar year 2022.

Update on the Green Belt Taskforce

Green River Parks and Recreation Director Brad Raney provided an update on the Green Belt and provided the results of the latest survey. The Commission expressed their appreciation for the update.

Southwest Wyoming Off-Road Trails

Southwest Wyoming Off-Road Trails President Mark Tesoro, Outdoor Recreation Office Manager Chris Floyd, Wyoming State Trails Program Manager Forrest Kamminga, and WYDOT Special Projects Coordinator Sandra Sanderson were present to address the State's Outdoor Recreation Office. They shared that the group is looking at existing roads and trails to tie the system together to connect communities and trails to help diversify the economy by enrolling county roads into state ORV trails. The Commission expressed their appreciation for the update and requested that SWOT work with Public Works Director Gene Legerksi, Land Use Director Eric Bingham, as well as other partners to bring forward to the Commission in order to have public input.

Request Letter of Support for the Sage Creek Wet Meadow Restoration Project

Trout Unlimited Green River Project Manager Nick Walrath requested a letter of support for the Sage Creek Wet Meadow Restoration Project. Following discussion, *Commissioner Schoenfeld moved to approve the Sage Creek Wet Meadow letter of support. Commissioner Thoman seconded the motion.* The motion carried.

Break

Chairman Wendling called for a ten-minute break.

Request Approval of Proposed Changes to Chapter 5: Employee Conduct Policy

Human Resource Director Garry McLean presented the proposed changes to Chapter 5: employee conduct policy. Following discussion, *Commissioner Smith moved to accept the changes as presented. Commissioner Schoenfeld seconded the motion.* The motion carried.

Commissioner Comments/Reports

Commissioner Thoman

Commissioner Thoman expressed appreciation to County Clerk Cindy Lane and staff for running the election and to the constituents for voting. Commissioner Thoman reported on the meetings she attended for the Coalition of Local Governments, Strategic/Budget meeting, Airport Board, Western Interstate Region Monthly Update, and the Big Horn Sheep Interactive Group. Commissioner Thoman suggested that the Commission consider writing a letter to get a Coal Initiative to export coal to China. Commissioner Thoman noted that an email was sent to think of proactive ways to enhance our resources.

Commissioner Lloyd

Commissioner Lloyd expressed appreciation to County Clerk Cindy Lane and staff for running the election and to the constituents for voting. Commissioner Lloyd reported on the meeting he attended for the Golden Hour Senior Citizen Center. Commissioner Lloyd shared that he had outreach hours and will plan on doing it again this month and will also have office hours to meet with employees. Commissioner Lloyd shared that he and Commissioner Thoman will be meeting with Deputy County Attorney John DeLeon, Accounting Manager Bonnie Berry, and Grants Manager Krisena Marchal. Commissioner Lloyd shared

that he met with various elected officials and employees. Commissioner Lloyd addressed the tax initiative and shared that he learned a lot during the process.

Chairman Wendling

Chairman Wendling addressed the wilderness study bill and questioned the commission's desire on supporting the bill. Following discussion, the commission supported the bill as presented. Chairman Wendling shared that Travel and Tourism are putting together a Master Plan Steering Committee and questioned if any of the Commissioners would like to serve on the committee and if not, he would serve. At this time, Chairman Wendling will be the Commission representative on the committee. Chairman Wendling explained that County Clerk Cindy Lane received notices for closures for Juneteenth and questioned if the County would be recognizing this date. Following discussion, the Commission requested that Human Resource Director Garry McLean bring the request for consideration during the November 16, 2021 meeting. Chairman Wendling presented the water report. Chairman Wendling explained that Young at Heart requires handicap accessible doors, at a cost of \$20,000.00, and questioned if the commission would like to approve a maintenance share cost agreement between Sweetwater County and the City of Rock Springs. Following discussion, the Commission requested that Young at Heart come before the board to make a formal request. Chairman Wendling reported on meetings he attended for the Ambulance Board and redistricting. Chairman Wendling addressed having extra holiday time off for Christmas and New Year's and requested that Human Resource Director Garry McLean bring it before the board during the November 16, 2021 meeting. Chairman Wendling shared that he was made aware that Pacific Corp's 12-hour shift workers did not have time off to vote and he has made contact with the Union to see how this can be rectified for future elections.

Commissioner Smith

Commissioner Smith apologized for how the general-purpose tax initiative was handled and the Commission has learned a lot during the process. Commissioner Smith reported on the meetings he attended for the Board of Health, Southwest Counseling, and Title 25.

Commissioner Schoenfeld

Commissioner Schoenfeld shared that many lessons were learned about the elections process. Commissioner Schoenfeld read aloud the Museum report. Commissioner Schoenfeld reported on the Broadband, AARPA funds, STAR Transit, Legislative Session, and the Specific Purpose Tax process.

Executive Session

Chairman Wendling entertained a motion to enter into an executive session for Pre-Decisional, Real Estate, and Legal. ***Commissioner Lloyd so moved. Commissioner Smith seconded the motion.*** The motion carried.

After coming out of the executive session, Chairman Wendling explained that action was required.

Commissioner Thoman moved to send a letter, as we are a Cooperator on the Ashley National Forest Plan, to send a letter of comment that has been drafted by the Coalition Attorney Danielle Bettencourt. Commissioner Schoenfeld seconded the motion. The motion carried.

Adjourn

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

This meeting is available on the Sweetwater County YouTube channel. Links for specific meetings are available on the County website. Administrative Assistant Sally Shoemaker respectfully submitted the minutes.

THE BOARD OF COUNTY COMMISSIONERS
OF SWEETWATER COUNTY, WYOMING

Randal M. Wendling, Chairman

Roy Lloyd, Member

Lauren Schoenfeld, Member

Jeffrey W. Smith, Member

ATTEST:

Cynthia L. Lane, County Clerk

Mary E. Thoman, Member

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	DATE	AMOUNT	WARRANT #'S	ADVICE #'S
EAL	10/29/2021	199,756.69	112833-112905	35377-35378
EAL	11/5/2021	1,020,346.14	112925-113004	35640-35642
EAL				
EAL				
EAL				
EAL				
			Check #	Advice #
	Payroll Run	4,544.91	Payroll: 112830-112832	35373-35376
	Payroll Run	1,546,745.45	112906-112923	35379-35638
	Payroll Run	8,719.99	112924	35639
	Payroll Run			
TOTAL AMOUNT		\$2,780,113.18		

Vouchers in the above amount are hereby approved and ordered paid this date of 11/16/2021

Randal M. Wendling, Chairman

Mary E. Thoman, County Commissioner

Roy Lloyd, County Commissioner

Lauren Schoenfeld, County Commissioner

Attest:

County Clerk

Jeffrey W. Smith, County Commissioner

Authorization for Monthly Reports
11-16-21

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

THE BOARD OF COUNTY COMMISSIONERS
FOR SWEETWATER COUNTY, WYOMING

Randal M. Wendling, Chairman

Roy Lloyd, Member

Lauren Schoenfeld, Member

Jeff Smith, Member

Attest:

Cynthia L. Lane, County Clerk

Mary E. Thoman, Member

MONTHLY STATEMENT

Statement of the Earnings of Collections of CYNTHIA L LANE COUNTY CLERK within and for the County of Sweetwater, State of Wyoming, for the month ending October 2021 and reported to the Board of County Commissioners of said County.

COUNTY CLERK		
Recording Fees	15,079.00	
Marriage Licenses	540.00	
Chattel Mortgages	9,160.00	
Motor Certificates of Title	(1244 /TITLES) 18,660.00	17,416.00
iDoc Market Subscriptions	750.00	
Miscellaneous Receipts	275.50	
Total Receipts		44,464.50
	Abandoned Vehicle	(1,244.00)
		43,220.50

STATE OF WYOMING)
) ss.
 COUNTY OF SWEETWATER)

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

Witness my hand and seal this 01 day of November 2021



/s/ Cynthia L. Lane COUNTY CLERK

Donna Wardell DEPUTY

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

 Chairman

 Commissioner

 Commissioner

Monthly Statement

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

OCTOBER, 2021

Reported to the Board of County Commissioners of said County.

<u>CIVIL FEES</u>	\$	9,123.69
Code: DC		
<u>BOND FORFIETED</u>	\$	0.00
Code: FO		
<u>CRIMINAL FINES/COSTS</u>	\$	2,767.00
Code: CF		
TOTAL EARNINGS	\$	11,890.69
TOTAL REMITTED.....	\$	11,890.69

Clerk of District Court Check # 18366

STATE OF WYOMING
COUNTY OF SWEETWATER

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

Witness, my hand and seal this 1st day of November, 2021.



Donna Lee Bobak, Clerk of District Court



MONTHLY STATEMENT

Statement of the Earnings or Collections of John M Grossnickle JR
 as Sheriff within and for the County of Sweetwater
 State of Wyoming, for the month ending October 31st, 20 21, and reported to the
 Board of County Commissioners of said County.

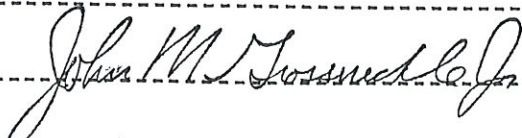
COUNTY CLERK, CLERK, DISTRICT COURT, SHERIFF, ASSESSOR, 	Recording Fees, ----- Marriage Licenses, ----- Chattel Mortgages, ----- Motor Certificates of Title, ----- Sale of County Property, ----- Miscellaneous Receipts, ----- Total Receipts, ----- Civil Fees, ----- Probate Fees, ----- Criminal fines and Costs, ----- Miscellaneous Fees, ----- Total Earnings, ----- 			
			4245	78

STATE OF WYOMING)
)ss.
 County of Sweetwater)

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

WITNESS my hand and seal this 31st day of October, 20 21.

John M Grossnickle JR



WENDLING							
ROY LLOYD, MEMBER							
LAUREN SCHOENFELD,							
MEMBER							
JEFFREY SMITH, MEMBER							
MARY E THOMAN,							
MEMBER							

Approval of Hospital Maintenance Expenditures
Memorial Hospital of Sweetwater County
Date: November 2, 2021

Name	Capital/Routine	Amount
Insulation Inc - Boiler building	Routine	7,730.00
Servco - Baldor Motor	Routine	8,691.89
TOTAL		\$ 16,421.89

The Board of County Commissioners
For Sweetwater County, Wyoming

Randal M. Wendling, Chairman

Roy Lloyd, Member

Jeffrey W. Smith, Member

Lauren Schoenfeld, Member

Attest:

Cynthia Lane, County Clerk

Mary Thoman, Member

SALES QUOTE



HOLBROOK SERVCO
 1580 SOUTH PIONEER ROAD
 SALT LAKE CITY, UTAH 84127-1842
 (801) 486-4300 FAX (801) 486-4399

Quotation Number:	MH10821-KW
Date Requested:	10/5/2021
Date Issued:	10/8/2021
Expiration Date:	11/8/2021
Lead Time:	42 Days

Company Address Memorial Hospital
 1200 College Drive

Name James Horan
Phone 307-352-8239
email jhoran@minershospital.org

Labor Description	
Labor Subtotal	\$ -

Part Number	Description	Quantity	Price	Extended Price
894-04975-000	Baldor Motor 25 Hp 208-230/460/3/60/3600 FR 256	1	\$ 8,691.89	\$ 8,691.89
Parts Subtotal				\$ 8,691.89
Sales tax				
Total Investment				\$ 8,691.89

Notes

PO is required before any materials will be ordered or work will be scheduled.
 Please feel free to contact me with any questions.

Thank you,
 Kurt Williams

Estimate Authorized By

Kurt Williams
 801-793-8597

We are happy to requote if acceptance is not given within the required time.

THIS ESTIMATE IS VALID FOR 30 DAYS FREIGHT NOT INCLUDED

SEPTEMBER 27, 2021

INSULATION INC.

P. O. BOX 2205
297 GRANITE DRIVE
ROCK SPRINGS, WY 82902
307-382-3882 OFFICE 307-362-8115 FAX
insulationinc@hotmail.com



TO: Memorial Hospital of Sweetwater Co. Job Name/Location:
ATTN: Gerry Johnston
ADDRESS:

Job Description

Material, labor, and equipment to perform work in the Rock Springs boiler/water plant building as per Gerry. Specifically, Insulation Inc. plans to:

- 1) Move insulation from an existing abandoned line to a new line and install PVC coating and new PVC fittings to the elbows.
- 2) Insulate 1" stainless lines for heaters in office spaces and the main boiler room. Boiler room and exposed pipe will get PVC coating.
- 3) Insulate and cover with PVC several sections on lines currently leaking or in the process of being repaired.

NOT TO EXCEED: \$ 7,730.00

All work will be billed time and material.

THIS ESTIMATE IS FOR COMPLETING THE JOB AS DESCRIBED ABOVE. IT IS BASED ON OUR EVALUATION AND DOES NOT INCLUDE MATERIAL PRICE INCREASES OR ADDITIONAL LABOR AND MATERIALS WHICH MAY BE REQUIRED SHOULD UNFORESEEN PROBLEMS OR ADVERSE WEATHER CONDITIONS ARISE AFTER THE WORK HAS STARTED.

ESTIMATED BY: *TOM TRAPP*



PUBLIC HEARING #1

Monali Peters

Temporary Use Permit –
Temporary Hardship
Exception

LAND USE DEPARTMENT AGENDA & STAFF REPORT

PLANNING & ZONING COMMISSION – 11/10/2021

BOARD OF COUNTY COMMISSIONERS – 11/16/2021

Property Owner: Monali Peters

Applicant: Monali Peters

Legal Description: Mountaineer Ranchettes 1st Section - Lot 53

Address: 530 Mesa Dr., Rock Springs, Wyoming, 82901

Current Zoning: Single Family Residential (R-2/SF)

Infrastructure: Mesa Drive – CR 60
Rocky Mountain Power
White Mountain Water & Sewer District
Fire District #1



MONALI PETERS

TEMPORARY USE PERMIT – TEMPORARY HARDSHIP EXCEPTION

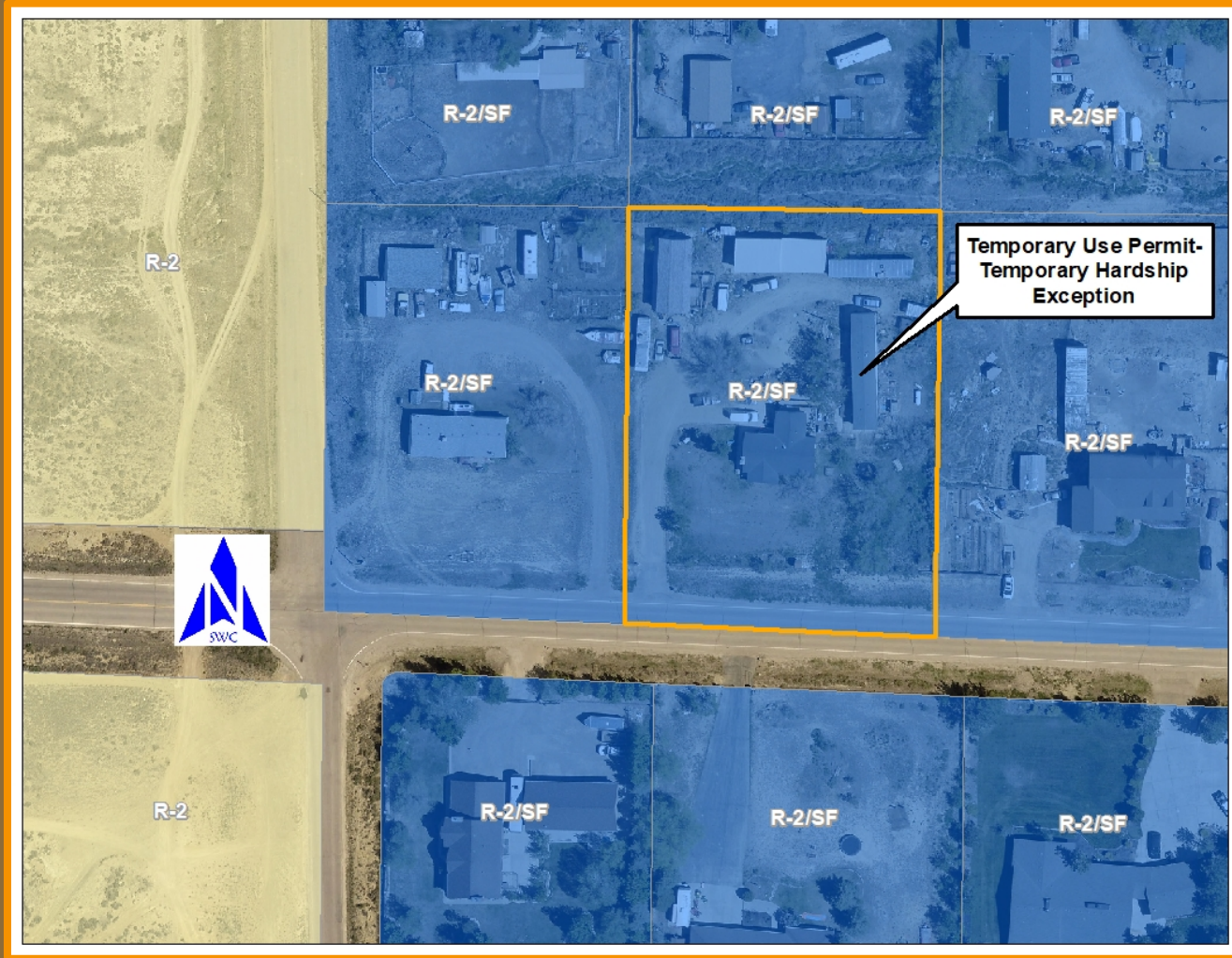
Monali Peters submitted an application for a temporary hardship exception on August 26 2021 to allow for a manufactured home to continue on her property, which was subject of a previous hardship exception for her husband.

The Sweetwater County Zoning Resolution allows for a hardship exception with staff approval after a public comment period has been completed and no adverse comments are received. After the hardship exception notification letters were sent out and received by adjacent property owners, staff received neighborhood concerns and apposition to the Hardship Exception application. In accordance with the SWC Zoning Resolution, staff is required to schedule a hearing when adverse comments are received.

Ms. Peters has submitted a letter from her medical provider, which is included with this report. The property is connected to public water and sewer and the manufactured home that is currently on the property meets setback requirements.



APPLICATION SUMMARY



ZONING MAP



View to the North



Public Notice



View to the East



View to the South



View to the West



SITE PHOTOS

1. The property and mobile home meets the Lot and Parcel standards of this Resolution.

The parcel is 1.37 acres and both the home and manufactured home are connected to public water and sewer as required by the zoning resolution. The distance between the site built home and manufactured home is over twenty feet so compliance has been met with both the International fire code and the SWC Zoning Resolution.

2. If the occupant of the mobile home is specifically engaged to assist the property owner with medical care requirements, no rent shall be charged the mobile home occupant.

A letter was submitted by the applicant with the medical provider stating "Monali Peter is a patient currently under my care. Due to her medical conditions patient needs family to be close and available to assist her as needed". Staff would like to point out that the letter does not state that the need for the exception has to be on site as previous letters have stated. Furthermore, the intent of a hardship exception is for a full time basis not as needed.



REVIEW CRITERIA FOR TEMPORARY USE PERMIT

3. The mobile home shall be located on the lot or parcel so that it will meet the setback requirements for Permitted Uses in the District in which it is located and that the mobile home shall not be closer to the permitted dwelling than 20 feet.

The structure is approximately 30 feet from the primary dwelling, the caregiver manufactured home does meet all of the district setback requirements.

4. The Temporary Hardship Exception is valid for a period of one year with compliance inspections and non-fee renewals until the Temporary Hardship Exception is no longer needed.

If approved by the Planning and Zoning and Commission and Board of County Commissioners, staff recommends compliance with this requirement.



REVIEW CRITERIA FOR TEMPORARY USE PERMIT

David & Terry Jackson: "Thank you for allowing us the chance to comment on this hardship exception. There has been a hardship exception in place for several years on the property at 530 Mesa Drive. Bob Peters was very ill over along period of time and Monali needed help with his care on an ongoing basis and likely at all hours of day or night. We were in full support of the hardship exception. Bob passed away and we assumed that the hardship exception was no longer needed.

We are confused by this new request for the hardship exception. We don't have any information that would lead us to believe there is anyone living on the property at this time who requires such an exception. As a result, we don't feel that we can endorse a hardship exception for the property until such time as we would have more information about the request.

If you would like to speak with me (Terry) you may call my cell phone at 307-371-6168."

Dwayne & Teri Witt: "Teri and I have only lived at 537 Mesa Dr. since this last April of 2021. We personally don't know the situation of concern for the hardship request. However we have not been presented with any proof or real reason for the need of two residences on the property in question. We are both against this request due to the lack of information and knowledge of the situation."



PUBLIC COMMENTS

Kevin Homer: "I have lived at my residence for over 2 years and this is the first notice I have ever seen. I believe it is supposed to be a yearly renewal. That being said, I don't feel this hardship is in order. I say no on the hardship. Ultimately what is the law and what constitutes a hardship. This info wasn't provided. In my research I have found, to my belief, that this has been going on since 2016.

A few points and concerns:

- This is a single dwelling neighborhood/lots/zoned
 - Are property taxes/utilities being paid for multiple housing units?
 - Can the infrastructure sustain multiple housing on one property? Water, Sewer, Etc. .
- I believe there are already 2-3 trailer homes on the property not including the main house. I'm not sure if all are resided in as the info wasn't provided.
- I have concern on my investment in my house and what may affect that, if numerous people/neighbors are allowed to set up trailer home's it will devalue the entire neighborhood.
 - I don't want a precedent set for the neighborhood by allowing this and trailer homes coming into single unit home dwellings.
- I believe the application should be provided with this. It would give more clarity.
- When was the last time this hardship/exception was approved? Can we get previous public comments?
- Ultimately what is the law and how long could this go on.

It is difficult for us to be sympathetic to the request. Without more info we can't fully understand the need for trailer(s) and the main home not being utilized as it is intended for. My perception as that it has space for people that can help give support. Also, I respectfully ask that we receive an e-mail or letter when the public comment/meeting is scheduled for when this is considered. Thank you for your time."



PUBLIC COMMENTS

Cecil & Shirley Woodward: "The hardship was over in October 2020 when Mr. Peters pass. The trailer should have been removed then. Monali has since replaced fence post, painted her front porch and built a school bus shed by herself."

Tanisha Floyd: "There are several trailers on property – which trailer is his for or is it for all the trailers? What are the long term plans if the hardship is passed again? Do the property owners plan to split the property and have 2 addresses? How are the property taxes divided or collected with the added trailers? How does this effect the close neighbors home values?"



PUBLIC COMMENTS



MONALI PETERS MAILED RESPONSE TO COMMENTS

9-29- 2021

Dear Jim, Eric and Folks at Land Use Office;

Enclosed Find a copy of a letter I had sent to all of the folks who objected to the permit. I didnt tell them the whole story of the reasons that I fall randomly.

I was diagnosed in 1989, with a condition called Hemoplegic migraines. They make up to half of my body go numb and I lose my balance. (usually the left side.) They happen with no warning and I can fall easily if I'm not sitting, and do fall frequently.

Bob watched over me very well and had his life-line button to call for help. He would calll the kids that live behind our house, to come help if ever I fell or he couldn't find me.

I haven't got a diagnosis on my oxegen yet but they still have one more test to do to find out if that may be why. I'm having more tests done to see if I have vertigo like my aunt had, on my dad's side . She fell frequently also.

I don't tell many people about the migranes because I have always worried about what people thought about my marriage to Bob, even tho he was already crippled. He is a wonderful person and I love him very much. He was the one who started our relationship. He has maintained his cognative abilities well up until the past two years, when he would forget what he was supposed to do. He never lost the ability to use the phone or call folks to visit.

We both watched over each other very well. But now he's gone and I need my family close.

Thank you for all you do to help us.

Sincerely;

9-15-2021

Sweetwater County
Land Use Department
10/15/2021

To all my dear neighbors;

I know that you are all probably wondering why I have requested another Hardship permit. Some of you know that my husband, Bob, had a very debilitating disease and had to have a lot of constant care. That care was not an easy thing for any one and we were very fortunate to have one of my children live with us to help me with him, at all hours, while I worked. I can no longer work as my breathing makes it a hard thing to do much at a time. This has been going on for a few years now and has really become worse the past two. I have been falling a lot the past few years, and so far we haven't found out why.

Bob kept a close eye on me and was able to call my kids out in the mobile home, whenever I fell or he couldn't find where I was. He is not here now, to do that and I am afraid that I may wind up like one of my good friends, falling and breaking her knee and not be able to get back into the house. She layed outside in the cold weather for three days in late October and had to be put into a convalescent home for the rest of her life, due to the brain damage caused by the hypothermic condition her body sustained during that episode.

My son has three children and Bob had a hard time with the noise and chaos that goes along with that, and my son's family needed a bit more room and privacy than was here in the house, so we asked for the hardship permit to get them that while they were here to help me with Bob. The house has been here for six years now and not hurt anything that I can see. And except for my son's help improving the up-keep of my property, it would be much more run down than it is currently. I haven't had the strength for several years to do enough of the constant maintenance that it takes to care for it properly. It was just a miracle that he was able to bring his family to live here with us. I didn't want Bob or I to have to live in a care facility.

I have been trying to get the things that I can do while I still can do a little, but you have no doubt noticed, that it is very little at a time. I am trying to do

that before I can't any more. You have probably also noticed that I have had some big boys helping me to do some of those things that need done, even tho its not nearly done.

The mobile home next to my house, has its own power pole and meter, and seperate city water and sewer line that were required to move it into the yard. \$19,900. it cost Bobby and I. We mortgaged our house for the kids help. We pay taxes on the whole property and all the outbuildings and seperate taxes on the mobile home. Even as it is, in this condition , It appraised at over 278,000.⁰⁰; 6 years ago.

I hope that this will shed some light on anyones questions or concerns. Thank you,

Sincerely,

Mona M. Peters

November 3, 2021

Dear County Land use dept;

I am writing this paper so that it will help in getting the hardship permit renewed for me on 530 Mesa drive in Rock Springs.

Dr. David Liu has probably discovered the reason for my dizziness and falling problem. Its called mitral regurgitation, where the blood doesn't go out when its supposed to, it just sloshes back and forth inside the heart. Its caused by my having rhumatic fever as a toddler.

One of my friends who I help do things for, has witnessed my having several dizzy spells at her home as I was helping her. She said that documentation is what I need but I can't remember all the dates of when I have fallen. She has seen the bruises on my arms and head a couple of times tho, and said she would sign a paper stating that fact, so we can keep my son and his family close enough to help me in the event that I injure myself badly.

Dr. Liu is concerned that I might break a hip and is helping me get to the bottom of the problem. He said there isn't really a medication that takes care of that either. I see a cardiologist on the 5th of December even so.

It was so much nicer when Bob could keep watch over me, I really miss him. So I will have Brigett Arista, my friend who I help, sign below my name and I have dated this letter at the top.

Thank you for all of your help, before with Bob and now.
Sincerely,

Monali M. Peters

Monali M Peters

Witnessed: *Brigett Arista* (Brigett Arista)

SWC Emergency Management: "Emergency Management has no concerns regarding this temporary use permit."

Kinder Morgan: "Upon review of the location at 530 Mesa Drive a part of the Mountaineer 1st Subdivision Lot 53 within Township 19N Range 105W Section 9 I have determined Kinder Morgan has no facilities in the area."



AGENCY COMMENTS

Land Use Staff Comments:

Staff has concerns with approving the request. In addition, neighbors are expressing concerns of the request. At the November 10, 2021 meeting, the Planning and Zoning Commission voted 3-0 to deny the request.



STAFF RECOMMENDATIONS

**RECOMMENDATION - 21-11-ZO-01 FOR APPROVAL OF
A TEMPORARY USE PERMIT
FOR A HARDSHIP EXCEPTION**

WHEREAS, Monali Peters is requesting a Temporary Use Permit for a Temporary Hardship Exception. in accordance with Section 8 of the 2015 Sweetwater County Zoning Resolution.

WHEREAS, this Temporary Hardship Exception is for a 1.37 acre parcel of land owned by Monali Peters which has a physical address of 530 Mesa Drive Rock Springs, WY., and legally described as:

Lot Numbered Fifty-Three (53) of the Mountainaire Ranchettes, first section in the North-Half (N/2) of Section 9, Township 19 North, Range 105 West of the 6th P.M., Sweetwater County, Wyoming.

WHEREAS, the Sweetwater County Planning and Zoning Commission held a public hearing in accordance with the procedural requirements of the 2015 Zoning Resolution on November 10, 2021 to consider the applicant's request; and,

WHEREAS, after due consideration and discussion, the Planning and Zoning Commission voted 3-0 to recommend denial, of the Temporary Use Permit for a Temporary Hardship Exception.

NOW THEREFORE, the Sweetwater County Planning and Zoning Commission recommends **DENIAL** of the Temporary Use Permit for a Temporary Hardship Exception. in accordance with the 2015 Zoning Resolution.

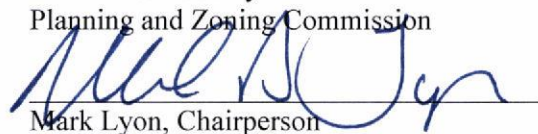
Dated this 10th day of November, 2021.

Attest:



Cynthia L. Lane, County Clerk

Sweetwater County
Planning and Zoning Commission



Mark Lyon, Chairperson

**RESOLUTION 21-11-ZO-01 FOR
A TEMPORARY USE PERMIT
FOR A HARDSHIP EXCEPTION**

WHEREAS, Monali Peters is requesting a Temporary Use Permit for a Temporary Hardship Exception. in accordance with Section 8 of the 2015 Sweetwater County Zoning Resolution.

WHEREAS, this Temporary Hardship Exception is for a 1.37 acre parcel of land owned by Monali Peters which has a physical address of 530 Mesa Drive Rock Springs, WY., and legally described as:

Lot Numbered Fifty-Three (53) of the Mountainaire Ranchettes, first section in the North-Half (N/2) of Section 9, Township 19 North, Range 105 West of the 6th P.M., Sweetwater County, Wyoming.

WHEREAS, the Sweetwater County Board of County Commissioners held a public hearing in regards to this matter on November 16, 2021 and has given due consideration to the recommendation of the Planning and Zoning Commission and to all the evidence and testimony presented at the hearing;

NOW THEREFORE BE IT RESOLVED that the Sweetwater County Board of County Commissioners **DENIES** the Temporary Use Permit for a Temporary Hardship Exception. in accordance with the 2015 Zoning Resolution.

Dated this 16th day of November, 2021.

Sweetwater County
Board of County Commissioners

Randal M. Wendling, Chairman

Roy Lloyd, Member

Lauren Schoenfeld, Member

Jeffrey W. Smith, Member

Attest:

Cynthia L. Lane, County Clerk

Mary E. Thoman, Member



SWEETWATER

C·O·U·N·T·Y



BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

Meeting Date Requested: November 16, 2021	Contact Phone and E-mail: 307-872-3925 mcdonaldk@sweet.wy.us or binghame@sweet.wy.us 307-872-3914
Presenters Name, Title and Name of Organization: Eric Bingham and Kayla McDonald SEDC and Sweetwater County Land Use 2022 Town Hall Meeting Partnership	Exact Wording for Agenda:
Preference of Placement on Agenda & Amount of Time Requested for Presentation 5-10 minutes	Will there be handouts? (If yes, include with meeting request form)
Will handouts require SIGNATURES: PLEASE CHECK THE BOX AND BRIEFLY EXPLAIN IF YOUR ITEM SHOULD BE MARKED CONFIDENTIAL: <input type="checkbox"/>	If you are submitting a Resolution or Proclamation- please email, in Word Format, to shoemakers@sweet.wy.us
Additional Information: 	

INSTRUCTIONS:

- All requests to be added to the agenda, along with handouts and original documents to be signed, must be submitted in writing on the “Meeting Request Form” by Tuesday at 10:00 a.m. prior to the scheduled meeting and returned in person or electronically to Administrative Assistant Sally Shoemaker at: shoemakers@sweet.wy.us
****If your handout is not accompanied with the request, your request may be dismissed and you may reschedule for the next meeting provided the handout(s) are received.****
- If you are presenting a **Resolution or Proclamation**, it must be submitted in Word Format and emailed to: shoemakers@sweet.wy.us
- As always, if you are unable to attend the meeting after being placed onto an agenda, please send a representative in your place or your item may be rescheduled.
- In order to determine placement on the agenda, please review the county website www.sweet.wy.us on Thursday afternoon by clicking “Commissioner’s Agenda”.
- If a request to be placed on an agenda is received **AFTER** the deadline, you will be considered for the next meeting date.



SWEETWATER

C·O·U·N·T·Y



BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

Meeting Date Requested: 11/16/21	Contact Phone and E-mail: 872-3762 berryb@sweet.wy.us
Presenters Name, Title and Name of Organization: Bonnie Berry, Accounting Manager	Exact Wording for Agenda: Approval of Audit Arrangement Letter
Preference of Placement on Agenda & Amount of Time Requested for Presentation any time 5 min	Will there be handouts? (If yes, include with meeting request form) yes
Will handouts require SIGNATURES: yes, Chairman's signature PLEASE CHECK THE BOX AND BRIEFLY EXPLAIN IF YOUR ITEM SHOULD BE MARKED CONFIDENTIAL: <input type="checkbox"/>	If you are submitting a Resolution or Proclamation- please email, in Word Format, to shoemakers@sweet.wy.us
Additional Information:	

INSTRUCTIONS:

- All requests to be added to the agenda, along with handouts and original documents to be signed, must be submitted in writing on the “Meeting Request Form” by Tuesday at 10:00 a.m. prior to the scheduled meeting and returned in person or electronically to Administrative Assistant Sally Shoemaker at: shoemakers@sweet.wy.us
If your handout is not accompanied with the request, your request may be dismissed and you may reschedule for the next meeting provided the handout(s) are received.
- If you are presenting a **Resolution or Proclamation**, it must be submitted in Word Format and emailed to: shoemakers@sweet.wy.us
- As always, if you are unable to attend the meeting after being placed onto an agenda, please send a representative in your place or your item may be rescheduled.
- In order to determine placement on the agenda, please review the county website www.sweet.wy.us on Thursday afternoon by clicking “Commissioner’s Agenda”.
- If a request to be placed on an agenda is received **AFTER** the deadline, you will be considered for the next meeting date.



August 16, 2021

Sweetwater County
80 West Flaming Gorge Way
Green River, Wyoming 82935

Attention: Mr. Randal M. Wendling
Chairman, Sweetwater County Board of Commissioners

The Objective and Scope of the Audit of the Financial Statements

You have requested that we audit Sweetwater County, Wyoming's (the County) governmental activities, aggregate discretely presented component units, each major fund, and aggregate remaining fund information as of and for the year ended June 30, 2021, which collectively comprise the basic financial statements. You acknowledge that we are the group auditor of the County's basic financial statements as of and for the year ended June 30, 2021. We will not audit the financial statements of the Memorial Hospital of Sweetwater County, a business-type discretely presented component unit. Those financial statements will be audited by component auditors. You have also requested that we report on whether the supplementary information included with the financial statements is fairly stated, in all material respects, in relation to the financial statements as a whole. The Governmental Accounting Standards Board (GASB) requires that required supplementary information (RSI) be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by GASB who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We will apply certain limited procedures to the RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). We will not express an opinion or provide any assurance on the information because the limited procedures will not provide us with sufficient evidence to express an opinion or provide any assurance. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

Our audit will be conducted with the objective of our expressing an opinion on the financial statements.

We will also perform the audit of the County as of June 30, 2021, so as to satisfy the audit requirements imposed by the Single Audit Act and Subpart F of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The Responsibilities of the Auditor

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (GAAS); *Government Auditing Standards* issued by the Comptroller General of the United States (GAS); the provisions of the Single Audit Act; Subpart F of Title 2 U.S. CFR Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*; and the U.S.

314 West 18th Street
Cheyenne, WY 82001
(307) 634-2151

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Office of Management and Budget's (OMB) Compliance Supplement. Those standards, regulations, supplements and guides require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS. Also, an audit is not designed to detect errors or fraud that are immaterial to the financial statements. The determination of waste or abuse is subjective; therefore, GAS does not expect us to provide reasonable assurance of detecting waste or abuse.

In making our risk assessments, we consider internal control relevant to the County's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the County's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

We will also communicate to the County Commissioners (a) any fraud involving senior management and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements that becomes known to us during the audit, and (b) any instances of noncompliance with laws and regulations that we become aware of during the audit (unless they are clearly inconsequential).

The funds that you have told us are maintained by the County and that are to be included as part of our audit are listed here:

Governmental Funds:

General Fund
State/County Road Fund
CDC Tax Fund
County Road Improvements Tax Fund

Proprietary Fund:

Internal Service – Insurance Fund

Fiduciary Fund:

Property Tax Fund

Governmental Discretely Presented Component Units:

Sweetwater County Events Complex
Southwest Counseling Services
Sweetwater County Library System
Sweetwater County Museum Board
Sweetwater County District Board of Health

The component units whose financial statements you have told us are to be included as part of the County's basic financial statements include the Memorial Hospital of Sweetwater County, which is being audited by other auditors, and those other entities identified above as governmental discretely presented component units, which will be audited by us.

The Federal financial assistance programs and awards (greater than approximately \$100,000) that you have told us that the County participates in and that are to be included as part of the single audit are listed here:

<u>AL#</u>	<u>Administration</u>	<u>Name of Grant</u>
93.558	District Board of Health	Temporary Assistance for Needy Families
93.069	District Board of Health	Public Health Emergency Preparedness
93.323	District Board of Health	Epidemiology and Laboratory Capacity for Infectious Diseases (ELC)
93.243	Southwest Counseling Services	Substance Abuse and Mental Health Services Projects of Regional and National Significance
93.958	Southwest Counseling Services	Block Grants – Community Mental Health Services
93.959	Southwest Counseling Services	Block Grants – Prevention and Treatment of Substance Abuse
93.788	Southwest Counseling Services Southwest Counseling Services	State Targeted Response to the Opioid Crisis Grants Emergency Grants to Address Mental and Substance Use Disorders During COVID-19
15.226	Sweetwater County	Payments in Lieu of Taxes
20.205	Sweetwater County	Highway Planning and Construction
93.569	Sweetwater County	Community Services Block Grant
97.067	Sweetwater County	Homeland Security Grant Program
95.001	Sweetwater County	High Intensity Drug Trafficking Area Program
21.019	Sweetwater County	Coronavirus Relief Fund

We are responsible for the compliance audit of major programs under the Uniform Guidance, including the determination of major programs, the consideration of internal control over compliance, and reporting responsibilities.

Our reports on internal control will include any significant deficiencies and material weaknesses in controls of which we become aware as a result of obtaining an understanding of internal control and performing tests of internal control consistent with requirements of the standards and regulations identified above. Our reports on compliance matters will address material errors, fraud, waste or abuse, violations of compliance obligations, and other responsibilities imposed by state and Federal statutes and regulations or assumed by contracts, and any state or Federal grant, entitlement or loan program questioned costs of which we become aware, consistent with requirements of the standards and regulations identified above.

The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. To evaluate subsequent events through the date the financial statements are issued or available to be issued, and to disclose the date through which subsequent events were evaluated in the financial statements. Management also agrees that they will not conclude on subsequent events earlier than the date of the management representation letter referred to below;
3. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;

4. For establishing and maintaining effective internal control over financial reporting and for informing us of all significant deficiencies and material weaknesses in the design or operation of such controls of which it has knowledge;
5. For report distribution; and
6. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audit; and
 - c. Unrestricted access to persons within the County from whom we determine it necessary to obtain audit evidence.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit, including among other items:

1. That management has fulfilled its responsibilities as set out in the terms of this letter; and
2. That management believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Management is responsible for identifying and ensuring that the County complies with the laws and regulations applicable to its activities, and for informing us about all known material violations of such laws or regulations. In addition, management is responsible for the design and implementation of programs and controls to prevent and detect fraud, waste or abuse, and for informing us about all known or suspected fraud, waste or abuse affecting the County involving management, employees who have significant roles in internal control, and others where the fraud, waste or abuse could have a material effect on the financial statements or compliance. Management is also responsible for informing us of its knowledge of any allegations of fraud, waste or abuse, or suspected fraud, waste or abuse, affecting the County received in communications from employees, former employees, analysts, regulators or others.

Management is responsible for the preparation of the RSI and supplementary information in accordance with accounting principles generally accepted in the United States of America and the Uniform Guidance. Management agrees to include the auditor's report on the RSI and supplementary information in any document that contains the supplementary information and indicates that the auditor has reported on such RSI and supplementary information. Management also agrees to present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance of the supplementary information and the auditor's report thereon.

Because the audit will be performed in accordance with the Single Audit Act and the Uniform Guidance, management is responsible for (a) identifying all Federal awards received and expended; (b) preparing the Schedule of Expenditures of Federal Awards (including notes and noncash assistance received) in accordance with Uniform Guidance requirements; (c) internal control over compliance; (d) compliance with Federal statutes, regulations, and the terms and conditions of Federal awards; (e) making us aware of significant vendor relationships where the vendor is responsible for program compliance; (f) following up and taking corrective action on audit findings, including the preparation of a summary Schedule of Prior Audit Findings and a Corrective Action Plan; and (g) submitting the reporting package and data collection form.

The County Commissioners and other elected officials are responsible for informing us of their views about the risks of fraud or abuse within the County, and their knowledge of any fraud, waste or abuse or suspected fraud, waste or abuse affecting the County.

The County agrees that it will not associate us with any public or private securities offering without first obtaining our consent. Therefore, the County agrees to contact us before it includes our reports, or otherwise makes reference to us, in any public or private securities offering. Our association with an official statement is a matter for which separate arrangements will be necessary. The County agrees to provide us with printer's proofs or masters of such offering documents for our review and approval before printing and with a copy of the final reproduced material for our approval before it is distributed. In the event our auditor/client relationship has been terminated when the County seeks such consent, we will be under no obligation to grant such consent or approval.

Records and Assistance

If circumstances arise relating to the condition of the County's records, the availability of appropriate audit evidence or indications of a significant risk of material misstatement of the financial statements because of error, fraudulent financial reporting or misappropriation of assets which, in our professional judgment, prevent us from completing the audit or forming an opinion, we retain the unilateral right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

During the course of our engagement, we may accumulate records containing data that should be reflected in the County's books and records. The County will determine that all such data, if necessary, will be so reflected. Accordingly, the County will not expect us to maintain copies of such records in our possession.

McGee, Hearne & Paiz, LLP is committed to the safe and confidential treatment of the County's proprietary information. McGee, Hearne & Paiz, LLP is required to maintain the confidential treatment of client information in accordance with relevant industry professional standards that govern the provision of services described herein. The County agrees that it will not provide McGee, Hearne & Paiz, LLP with any unencrypted electronic confidential or proprietary information, and the parties agree to utilize commercially reasonable measures to maintain the confidentiality of the County's information, including the use of collaborate sites to ensure the safe transfer of data between the parties.

The assistance to be supplied by the County personnel, including the preparation of schedules and analyses of accounts, will be discussed and coordinated with Bonnie Berry, Accounting Manager. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report.

Non-audit Services

In connection with our audit, you have requested us to perform certain non-audit services necessary for the preparation of the financial statements, including the following:

1. Drafting the data collection form
2. Computing the provision for pension expense and related disclosures
3. Computing the provision for other postemployment benefits expense and related disclosures
4. Assisting with the adoption of new accounting standards

These non-audit services do not constitute an audit under GAS and such services will not be conducted in accordance with GAS. We will perform the services in accordance with applicable professional standards.

The GAS independence standards require that the auditor maintain independence so that opinions, findings, conclusions, judgments, and recommendations will be impartial and viewed as impartial by reasonable and informed third parties. Before we agree to provide a non-audit service to the County, we determine whether providing such a service would create a significant threat to our independence for GAS audit purposes, either by itself or in aggregate with other non-audit services provided. A critical component of our determination is consideration of management's ability to effectively oversee the non-audit services to be performed. The County has agreed that Bonnie Berry, Accounting Manager, possesses suitable skill, knowledge, or experience and that the individual understands the non-audit services above to be performed sufficiently to oversee them. Accordingly, the management of the County agrees to the following:

1. The County has designated Bonnie Berry, Accounting Manager, as a senior member of management who possesses suitable skill, knowledge, and experience to oversee the services;
2. Bonnie Berry, Accounting Manager, will assume all management responsibilities for subject matter and scope of the services performed;
3. The County will evaluate the adequacy and results of the services performed;
4. The County accepts responsibility for the results and ultimate use of the services;
5. The County will establish and maintain internal controls, including monitoring ongoing activities, related to the services; and
6. The County will accept responsibility for making the significant judgments and decisions that are the proper responsibility of management.

GAS further requires that we establish an understanding with the County's management and, when appropriate, those charged with governance, of the objectives of the non-audit services, the services to be performed, the County's acceptance of its responsibilities, the auditor's responsibilities and any limitations of the non-audit services. We believe this letter documents that understanding.

Other Relevant Information

From time to time and depending upon the circumstances, we may use third-party service providers to assist us in providing professional services to you. In such circumstances, it may be necessary for us to disclose confidential client information to them. We enter into confidentiality agreements with all third-party service providers and we are satisfied that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others.

In accordance with GAS, a copy of our most recent peer review report is enclosed for your information.

If any term or provision of this Arrangement Letter is determined to be invalid or unenforceable, such term or provision will be deemed stricken, and all other terms and provisions will remain in full force and effect.

Parties' Understandings Concerning Situation Around COVID-19

McGee, Hearne & Paiz, LLP and the County acknowledge that, at the time of the execution of this Arrangement Letter, Federal, state and local governments, both domestic and foreign, may have restricted travel and/or the movement of their citizens due to the ongoing and evolving situation around COVID-19. In addition, like many organizations and companies in the United States and around the globe, McGee, Hearne & Paiz, LLP may restrict its employees from travel and onsite work, whether at a client facility or McGee, Hearne & Paiz, LLP's facility, to protect the health of both McGee, Hearne & Paiz, LLP's and its clients' employees. Accordingly, to the extent that any of the services described in this Arrangement Letter requires or relies on McGee, Hearne & Paiz, LLP or the County personnel to travel and/or perform work onsite, either at the County's or McGee, Hearne & Paiz, LLP's facilities, including, but not limited to, maintaining business operations and/or IT infrastructure, McGee, Hearne & Paiz, LLP and the County

acknowledge and agree that the performance of such work may be delayed, significantly or indefinitely, and thus certain services described herein may need to be rescheduled and/or suspended at either McGee, Hearne & Paiz, LLP's or the County's sole discretion.

McGee, Hearne & Paiz, LLP and the County agree to provide the other with prompt written notice (email will be sufficient) in the event any of the services described herein will need to be rescheduled and/or suspended. McGee, Hearne & Paiz, LLP and the County also acknowledge and agree that any delays or workarounds due to the situation surrounding COVID-19 may increase the cost of the services described herein. McGee, Hearne & Paiz, LLP will obtain the County's prior written approval (email will be sufficient) for any increase in the cost of McGee, Hearne & Paiz, LLP services that may result from the situation surrounding COVID-19.

Fees, Costs, and Access to Workpapers

Our fees for the services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement, plus directly billed expenses, including report processing, travel, meals, and fees for services from other professionals, as applicable. Our fee for rendering the services described in this letter will not exceed \$85,000.

However, the effects on the business community caused by the COVID-19 global pandemic have been unprecedented and something that we could not have predicted during the proposal process. Our initial fee assumed a consistent number of major programs required for audit each year. Should the County's Federal funding significance change as a result of the COVID-19 global pandemic such that additional Federal programs would be subject to audit in a single year, an additional fee would be assessed.

Our fees and completion of our work are based upon the following criteria:

1. Anticipated cooperation from the County personnel
2. Timely responses to our inquiries
3. Timely completion and delivery of client assistance requests
4. Timely communication of all significant accounting and financial reporting matters
5. The assumption that unexpected circumstances will not be encountered during the engagement

If any of the aforementioned criteria are not met, then fees may increase. Interim billings may be submitted as work progresses and as expenses are incurred. Billings are due upon submission.

Our professional standards require that we perform certain additional procedures, on current and previous years' engagements, whenever a partner or professional employee leaves the Firm and is subsequently employed by or associated with a client in a key position. Accordingly, the County agrees it will compensate McGee, Hearne & Paiz, LLP for any additional costs incurred as a result of the County's employment of a partner or professional employee of McGee, Hearne & Paiz, LLP.

The audit documentation for this engagement is the property of McGee, Hearne & Paiz, LLP and constitutes confidential information.

In the event we are requested or authorized by the County or are required by government regulation, subpoena or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for the County, the County will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

The documentation for this engagement is the property of McGee, Hearne & Paiz, LLP. However, you acknowledge and grant your assent that representatives of the cognizant or oversight agency or their designee, other government audit staffs, and the U.S. Government Accountability Office shall have access to the audit documentation upon their request and that we shall maintain the audit documentation for a period of at least three years after the date of the report, or for a longer period if we are requested to do so by the cognizant or oversight agency. Access to requested documentation will be provided under the supervision of McGee, Hearne & Paiz, LLP audit personnel and at a location designated by our Firm.

Matters related to the County's adoption of GASB Statement No. 87, *Leases*, may be subject to a separate fee arrangement depending on the nature and extent of applicability to the County.

Termination

Your failure to make full payment of any and all undisputed amounts invoiced in a timely manner constitutes a material breach for which we may refuse to provide deliverables and/or, upon written notice, suspend or terminate our services under this Arrangement Letter. We will not be liable to you for any resulting loss, damage or expense connected with the suspension or termination of our services due to your failure to make full payment of undisputed amounts invoiced in a timely manner.

In the event the County terminates this engagement, the County may be billed for all services rendered (including deliverables and products delivered), expenses incurred, and noncancelable commitments made by McGee, Hearne & Paiz, LLP on the County's behalf through the effective date of termination.

McGee, Hearne & Paiz, LLP will not be responsible for any delay or failure in our performance resulting from acts beyond our reasonable control or unforeseen or unexpected circumstances, such as, but not limited to, acts of God, government or war, riots or strikes, disasters, fires, floods, epidemics, pandemics or outbreaks of communicable disease, cyberattacks, and internet or other system or network outages. At your option, you may terminate this Arrangement Letter where our services are delayed more than 120 days; however, you are not excused from paying us for all amounts owed for services rendered and deliverables provided prior to the termination of this Arrangement Letter.

When an engagement has been suspended at the request of management or those charged with governance and work on that engagement has not recommenced within 120 days of the request to suspend our work, McGee, Hearne & Paiz, LLP may, at its sole discretion, terminate this Arrangement Letter without further obligation to the County. Resumption of our work following termination may be subject to our client acceptance procedures and, if resumed, will require additional procedures not contemplated in this Arrangement Letter. Accordingly, the scope, timing and fee arrangement discussed in this Arrangement Letter will no longer apply. In order for McGee, Hearne & Paiz, LLP to recommence work, the execution of a new Arrangement Letter will be required.

McGee, Hearne & Paiz, LLP may terminate this Arrangement Letter upon written notice if we determine that our continued performance would result in a violation of law, regulatory requirements, applicable professional or ethical standards, or our client acceptance or retention standards.

Indemnification and Claim Resolution

Because McGee, Hearne & Paiz, LLP will rely on the County and its management, and the County Commissioners, to discharge the foregoing responsibilities, the County holds harmless and releases McGee, Hearne & Paiz, LLP and its partners and employees from all claims, liabilities, losses and costs arising in circumstances where there has been a knowing misrepresentation by a member of the County's management that has caused, in any respect, McGee, Hearne & Paiz, LLP's breach of contract or negligence.

The County and McGee, Hearne & Paiz, LLP agree that no claim arising out of services rendered pursuant to this Arrangement Letter shall be filed more than two years after the date of the audit report issued by McGee, Hearne & Paiz, LLP or the date of this Arrangement Letter if no report has been issued. In no event shall either party be liable to the other for claims of punitive, consequential, special or indirect damages. McGee, Hearne & Paiz, LLP's liability for all claims, damages, and costs of the County arising from this engagement is limited to the amount of fees paid by the County to McGee, Hearne & Paiz, LLP for the services rendered under this Arrangement Letter.

This provision shall survive the termination of this arrangement for services.

Reporting

We will issue a written report upon completion of our audit of the County's financial statements. Our report will be addressed to the County Commissioners of the County. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In addition to our report on the County's financial statements, we will also issue the following types of reports:

1. A report on the fairness of the presentation of the County's Schedule of Expenditures of Federal Awards in relation to the financial statements as a whole for the year ended June 30, 2021;
2. Reports on internal control related to the financial statements and major programs. These reports will describe the scope of testing of internal control and the results of our tests of internal control;
3. Reports on compliance with laws, regulations, and the provisions of contracts or grant agreements. We will report on any noncompliance that could have a material effect on the financial statements and any noncompliance that could have a material effect, as defined by Subpart F of Title 2 U.S. CFR Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, on each major program; and
4. An accompanying Schedule of Findings and Questioned Costs.

Management acknowledges its responsibility for the timely and accurate completion of the data collection form and the filing of the single audit reporting package with the Federal Audit Clearinghouse.

This letter constitutes the complete and exclusive statement of agreement between McGee, Hearne & Paiz, LLP and the County, superseding all proposals, oral or written, and all other communications with respect to the terms of the engagement between the parties.

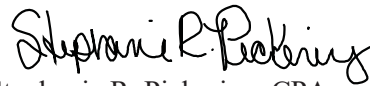
Electronic Signatures and Counterparts

Each party hereto agrees that any electronic signature of a party to this agreement or any electronic signature to a document contemplated hereby (including any representation letter) is intended to authenticate such writing and shall be as valid, and have the same force and effect, as a manual signature. Any such electronically signed document shall be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Each party hereto also agrees that electronic delivery of a signature to any such document (via email or otherwise) shall be as effective as manual delivery of a manual signature. For purposes hereof, "electronic signature" includes, but is not limited to, (i) a scanned copy (as a "pdf" (portable document format) or other replicating image) of a manual ink signature, (ii) an electronic copy of a traditional signature affixed to a document, (iii) a signature incorporated into a document utilizing touchscreen capabilities or (iv) a digital signature.

This agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement. Paper copies or "printouts," of such documents if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule.

Please sign and return a copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

McGEE, HEARNE & PAIZ, LLP



Stephanie R. Pickering, CPA
Partner

Enclosure: Peer Review Letter

Confirmed on behalf of the addressee:

_____, 2021
Bonnie Berry
Accounting Manager

_____, 2021
Cynthia Lane
County Clerk

_____, 2021
Randal M. Wendling
Chairman
Board of County Commissioners



REPORT ON THE FIRM'S SYSTEM OF QUALITY CONTROL

August 23, 2019

To the Partners of
McGee, Hearne & Paiz, LLP
and the Peer Review Committee of the Nevada Society
of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of McGee, Hearne & Paiz, LLP (the firm) in effect for the year ended March 31, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act and audits of employee benefit plans.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of McGee, Hearne & Paiz, LLP in effect for the year ended March 31, 2019, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. McGee, Hearne & Paiz, LLP has received a peer review rating of *pass*.

A handwritten signature in black ink that reads "Brady Martz". The signature is written in a cursive, flowing style.

Brady Martz and Associates, P.C.



August 16, 2021

Sweetwater County
Green River, Wyoming

Attention: Mr. Randal M. Wendling
Chairman, Sweetwater County Board of Commissioners

This letter is intended to communicate certain matters related to the planned scope and timing of our audit of Sweetwater County, Wyoming's (the County) financial statements and compliance as of and for the year ended June 30, 2021.

Communication

Effective two-way communication between our Firm and the County Commissioners is important to understanding matters related to the audit and in developing a constructive working relationship.

Your insights may assist us in understanding the County and its environment, identifying appropriate sources of audit evidence, and providing information about specific transactions or events. We will discuss with you your oversight of the effectiveness of internal control and any areas where you request additional procedures to be undertaken. We expect that you will timely communicate to us any matters you consider relevant to the audit. Such matters might include strategic decisions that may significantly affect the nature, timing, and extent of audit procedures, your suspicion or detection of fraud, waste or abuse, or any concerns you may have about the integrity or competence of senior management.

We will timely communicate to you any fraud involving senior management and other known or likely fraud, noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that are likely to have a material effect on the financial statements. We will also communicate illegal acts, instances of noncompliance, fraud, waste or abuse that come to our attention (unless they are clearly inconsequential), and disagreements with management and other serious difficulties encountered in performing the audit. We also will communicate to you and to management any significant deficiencies or material weaknesses in internal control that become known to us during the course of the audit. Other matters arising from the audit that are, in our professional judgment, significant and relevant to you in your oversight of the financial reporting process will be communicated to you in writing.

Independence

Our independence policies and procedures are designed to provide reasonable assurance that our Firm and its personnel comply with applicable professional independence standards. Our policies address financial interests, business and family relationships, and non-audit services that may be thought to bear on independence. For example, partners and professional employees of McGee, Hearne & Paiz, LLP are restricted in their ability to own a direct financial interest or a material indirect financial interest in a client

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or any affiliate of a client. Also, if an immediate family member or close relative of a partner or professional employee is employed by a client in a key position, the incident must be reported and resolved in accordance with Firm policy. In addition, our policies restrict certain non-audit services that may be provided by McGee, Hearne & Paiz, LLP and require audit clients to accept certain responsibilities in connection with the provision of permitted non-audit services.

The Audit Planning Process

Our audit approach places a strong emphasis on obtaining an understanding of how the County functions. This enables us to identify key audit components and tailor our procedures to the unique aspects of your operations. We will be responsible as group auditor for auditing all components of Sweetwater County, Wyoming, with the exception of Memorial Hospital of Sweetwater County, which is audited by a component auditor. Based on our communication with this component auditor, we will make reference to the audit of the Memorial Hospital of Sweetwater County by the component auditor in our auditor's report on the group financial statements of Sweetwater County, Wyoming. The development of a specific audit plan will begin by obtaining information from you and management to obtain an understanding of organizational objectives, strategies, risks and performance.

As part of obtaining an understanding of the County and its environment, we will obtain an understanding of internal control. We will use this understanding to identify risks of material misstatement and noncompliance, which will provide us with a basis for designing and implementing responses to the assessed risks of material misstatement and noncompliance. We will also obtain an understanding of the users of the financial statements in order to establish an overall materiality level for audit purposes. We will conduct formal discussions among engagement team members to consider how and where your financial statements might be susceptible to material misstatement due to fraud, waste or error or to instances of noncompliance, including abuse.

The Concept of Materiality in Planning and Executing the Audit

We apply the concept of materiality in both planning and performing the audit; evaluating the effect of identified misstatements or noncompliance on the audit, and the effect of uncorrected misstatements, if any, on the financial statements; forming the opinion in our report on the financial statements; and determining our reporting in accordance with *Government Auditing Standards* and other compliance reporting requirements. Our determination of materiality is a matter of professional judgment and is affected by our perception of the financial and compliance informational needs of users of the financial statements. We establish performance materiality at an amount less than materiality for the financial statements as a whole to allow for the risk of misstatements that may not be detected by the audit. We use performance materiality for purposes of assessing the risks of material misstatement and determining the nature, timing and extent of further audit procedures. Our assessment of materiality throughout the audit will be based on both quantitative and qualitative considerations. Because of the interaction of quantitative and qualitative considerations, misstatements of a relatively small amount could have a material effect on the current financial statements as well as financial statements of future periods. We will accumulate misstatements identified during the audit, other than those that are clearly trivial. At the end of the audit, we will inform you of all individual uncorrected misstatements aggregated by us in connection with our evaluation of our audit test results.

Our Approach to Internal Control and Compliance Relevant to the Audit

Our audit of the financial statements, including compliance, will include obtaining an understanding of internal control sufficient to plan the audit and determine the nature, timing, and extent of audit procedures to be performed. An audit is not designed to provide assurance on internal control or identify significant deficiencies or material weaknesses. Our review and understanding of the County's internal control is not undertaken for the purpose of expressing an opinion on the effectiveness of internal control.

We will issue reports on internal control related to the financial statements and major programs. These reports describe the scope of testing of internal control and the results of our tests of internal control. Our reports on internal control will include any significant deficiencies and material weaknesses in the system of which we become aware as a result of obtaining an understanding of internal control and performing tests of internal control consistent with the requirements of *Government Auditing Standards* issued by the Comptroller General of the United States, the Single Audit Act, and *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* at 2 CFR 200 (Uniform Guidance).

We will issue reports on compliance with laws, statutes, regulations, and the terms and conditions of Federal awards. We will report on any noncompliance that could have a material effect on the financial statements and any noncompliance that could have a direct and material effect on each major program. Our reports on compliance will address material errors, fraud, waste or abuse, violations of compliance requirements, and other responsibilities imposed by state and Federal statutes and regulations and assumed contracts, and any state or Federal grant, entitlement, or loan program questioned costs of which we become aware, consistent with the requirements of the standards identified above.

Timing of the Audit

We have scheduled preliminary audit fieldwork commencing the week of August 23, 2021. During this time, the accounting manager has committed to having the trial balances ready by Monday, August 23, 2021 for the following component units to allow us to complete this portion of the audit:

- Library System
- Southwest Counseling Services
- Museum Board
- District Board of Health

In addition to the above trial balances being provided, we would like to have a final fund listing for the County during these weeks, including any new funds that could be listed separately in the report, whether major or non-major.

Final fieldwork will commence the week of October 25, 2021. We will be working from Cheyenne that week. We will be in Green River the weeks of November 1, 2021 and November 8, 2021. The accounting manager has committed to having final trial balances completed for the following funds (and component unit):

- General Fund
- State/County Road Fund
- CDC Tax Fund
- County Road Improvement Tax Fund
- Events Complex

In addition, listed below are critical areas that need to be completed and ready for auditing the week of October 25, 2021 to ensure timely completion of the audit:

- Fixed asset rollforward for the County and component units
 - Includes roads (traded, donated, subdivisions, etc.)
- Other postemployment benefits study/rollforward and disclosures
- Budget to Actual schedule completed

The accounting manager has also committed to writing the report and, for timely completion of the audit, we would like to have this by November 8, 2021, with all final adjustments made and footnotes complete, as this is the start of our last week of final fieldwork. Management's adherence to this closing schedule and timely completion of information used by us in performance of the audit is essential to timely completion of the audit.

Closing

We will be pleased to respond to any questions you have about the foregoing. We appreciate the opportunity to continue to be of service to Sweetwater County.

This communication is intended solely for the information and use of the County Commissioners and is not intended to be, and should not be, used by anyone other than these specified parties.

McGEE, HEARNE & PAIZ, LLP

A handwritten signature in black ink that reads "Stephanie R. Pickering". The signature is written in a cursive style with a large initial 'S'.

Stephanie R. Pickering, CPA
Partner



SWEETWATER

C·O·U·N·T·Y



BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

Meeting Date Requested: November 15th, 2021	Contact Phone and E-mail: (307) 872-3921 legerskig@sweet.wy.us
Presenters Name, Title and Name of Organization: Gene Legerski, P.E. Public Works Director	Exact Wording for Agenda: Change Order #1 to the Lester-Folsom-Pyramid Reconstruction Project
Preference of Placement on Agenda & Amount of Time Requested for Presentation 5 min	Will there be handouts? (If yes, include with meeting request form) Yes
Will handouts require SIGNATURES: <input checked="" type="checkbox"/> PLEASE CHECK THE BOX AND BRIEFLY EXPLAIN IF YOUR ITEM SHOULD BE MARKED CONFIDENTIAL: <input type="checkbox"/>	If you are submitting a Resolution or Proclamation- please email, in Word Format, to shoemakers@sweet.wy.us
Additional Information:	
Motion: Approve change order number one to the Lester-Folsom-Pyramid Reconstruction Project, in the amount of \$31,932.95, and allow the Chairman to sign the change order.	

INSTRUCTIONS:

- All requests to be added to the agenda, along with handouts and original documents to be signed, must be submitted in writing on the “Meeting Request Form” by Wednesday at 12:00 p.m. prior to the scheduled meeting and returned in person or electronically to Administrative Assistant Sally Shoemaker at: shoemakers@sweet.wy.us
*****If your handout is not accompanied with the request, your request may be dismissed and you may reschedule for the next meeting provided the handout(s) are received.*****
- If you are presenting a **Resolution or Proclamation**, it must be submitted in Word Format and emailed to: shoemakers@sweet.wy.us
- As always, if you are unable to attend the meeting after being placed onto an agenda, please send a representative in your place or your item may be rescheduled.
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- If a request to be placed on an agenda is received **AFTER** the deadline, you will be considered for the next meeting date.

Change Order

No. 1

Date of Issuance: 10/28/2021 Effective Date: _____

Project: <u>County Roads</u>	Owner: <u>Sweetwater County</u>	Owner's Contract No.:
Contract: <u>CR #1104, CR #1120, CR #1121</u>		Date of Contract: <u>6/15/2021</u>
Contractor: <u>Kilgore Company dba Lewis and Lewis, Inc.</u>		Engineer's Project No.: <u>16054.007</u>

The Contract Documents are modified as follows upon execution of this Change Order:

Description: Additions and revisions to several drive approaches to adjacent land owners properties resulting in overruns in storm drain pipe, flared ends and surfacing items.

Attachments (list documents supporting change):

CHANGE IN CONTRACT PRICE:

Original Contract Price:
\$ 1,475,468.00

[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____
\$ 0

Contract Price prior to this Change Order:
\$ 1,475,468.00

Increase [Decrease] of this Change Order:
\$ 31,932.95

Contract Price incorporating this Change
\$ 1,507,400.95

CHANGE IN CONTRACT TIMES:

Original Contract Times: Working Calendar days
Substantial completion (days or date): _____
Ready for final payment (days or date): _____

[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:
Substantial completion (days): _____
Ready for final payment (days): _____

Contract Times prior to this Change Order:
Substantial completion (days or date): _____
Ready for final payment (days or date): _____

[Increase] [Decrease] of this Change Order:
Substantial completion (days or date): _____
Ready for final payment (days or date): _____

Contract Times with all approved Change Orders:
Substantial completion (days or date): _____
Ready for final payment (days or date): _____

RECOMMENDED:
By: [Signature]
Engineer (Authorized Signature)
Date: 10/28/2021
Approved by Funding Agency (if applicable):

ACCEPTED:
By: _____
Owner (Authorized Signature)
Date: _____

ACCEPTED:
By: [Signature]
Contractor (Authorized Signature)
Date: 10/28/2021

Date: _____



SWEETWATER C·O·U·N·T·Y



BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

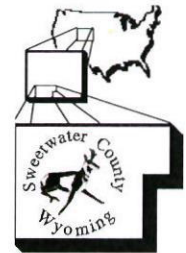
Meeting Date Requested: 11/16/2021	Contact Phone and E-mail: 307-872-3910
Presenters Name, Title and Name of Organization: Garry McLean, HR Director	Exact Wording for Agenda: Discussion of Additional Holidays for County Employees
Preference of Placement on Agenda & Amount of Time Requested for Presentation 15 mins	Will there be handouts? (If yes, include with meeting request form) yes
Will handouts require SIGNATURES: No PLEASE CHECK THE BOX AND BRIEFLY EXPLAIN IF YOUR ITEM SHOULD BE MARKED CONFIDENTIAL: <input type="checkbox"/>	If you are submitting a Resolution or Proclamation- please email, in Word Format, to shoemakers@sweet.wy.us
Additional Information: <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>	

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Sweetwater County Department of Human Resources




80 W. Flaming Gorge Way, Suite 17
Green River, WY 82935

E-MAIL: swchr@sweet.wy.us

Phone: 307-922-5429 (RS)
307-872-3910 (GR)
Fax: 307-872-3996

MEMORANDUM

To: Board of County Commissioners
From: Garry McLean 
Date: November 12, 2021
RE: Holidays and Holiday Building Closures

As the holiday season quickly approaches, it becomes necessary once again to discuss employee holidays and County building holiday closures.

Pursuant to the County's Holiday Pay policy, Sweetwater County observes 11.5 holidays. The policy allows the Board to proclaim additional holidays. See attached Ch. 7, Section 5 Holiday Pay. As both Christmas Day and New Year's Day fell on a Friday last year, the Board authorized an additional holiday for employees on Christmas Eve (Thursday) and a Floating Holiday for New Year's Eve (Thursday). The Floating Holiday had to be taken by no later than March 31, 2021, or the employee would forfeit the holiday.

This year, both Christmas Day and New Year's Day fall on Saturday. Pursuant to the Holiday Policy, if a holiday falls on a Saturday, it shall be observed on the preceding Friday. As such, County Offices will be closed on Friday, Christmas Eve and Friday, New Year's Eve, in observance of the holidays.

Attached for your review is a summary list of additional holidays, which the Board has authorized in the past few years and a copy of the FY 2022 calendar showing the approved County holidays, (highlighted in yellow). Please feel free to contact me if you have any questions or would like to discuss this matter further.

Attachments (3):
Employee Manual, Ch. 7, Section 5 Holiday Pay
List of Additional Holidays Given to Employees since 2013
FY 2022 Calendar with Approved Holidays highlighted

CHAPTER 7: BENEFITS

1. An employee is eligible to request donated leave only if he or she qualifies for leave under the provisions of the FMLA. For additional information regarding FMLA, see Chapter 8, Section 5. Family and Medical Leave Act.
2. An employee may only receive donated leave after he or she has exhausted all of his or her own accrued leave, including sick leave and vacation leave. Because the County provides a Long Term Disability (LTD) program for its full-time employees, no employee can apply for or receive donated leave beyond their twelve (12) week FMLA entitlement. That is to say, if an employee on FMLA leave has exhausted all of his or her own sick and vacation leave before the expiration of the twelve (12) week FMLA leave entitlement, he can request donated sick leave for the balance of the 12 week entitlement, but not beyond, because at that point he becomes eligible to apply for the County's LTD policy. Any full-time employee of Sweetwater County who is unable to work due to an injury or illness, consistent with the FMLA, is eligible to request donated leave. Either the employee or another person on his/her behalf may make a request for donated leave. A request for donated leave must first be made to the employee's Department Head or Elected Official.
3. After leave donated from within the employee's own department has been exhausted, the Department Head or Elected Official, at his/her discretion, may submit a written request for donated leave to the Human Resources Department to solicit donations from employees of other County departments. The Human Resources Director has the discretion to grant or deny the request to solicit donations to other departments, considering the estimated amount of donated leave already received through the employee's own department and the need for additional leave.
4. An employee receiving donated leave does not accrue vacation or sick leave for that time period.
5. Donated leave is not available for work-related injuries or illnesses that are covered by Workers' Compensation.
6. An employee may not request donated leave more than one time during a twelve month period, calculated from the first date an employee receives donated leave.
7. If an employee receives donated leave and returns to work without using all of the donated leave, he can still use the donated leave if he has an exacerbation of the **same** injury or condition, up to six (6) months after returning to work.

Section 5. Holiday Pay

- A. Sweetwater County observes the following holidays:
1. New Year's Day (January 1)
 2. Martin Luther King Day (January)

CHAPTER 7: BENEFITS

3. Presidents' Day (third Monday in February)
 4. Good Friday (1/2 day)
 5. Memorial Day (Last Monday in May)
 6. Independence Day (July 4)
 7. Labor Day (First Monday in September)
 8. Columbus Day (2nd Monday in October)
 9. Veterans' Day (November 11)
 10. Thanksgiving Day and the Friday following (Fourth Thursday and Friday in November)
 11. Christmas (December 25)
 12. Any other holidays, as proclaimed by the Board
- B. When a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. Regular full-time employees are paid eight (8) straight-time hours for each holiday, except for the ½ holiday for Good Friday, in which employees are paid four (4) straight-time hours.
- C. Regular part-time employees: Regular part-time employees are paid for holidays based upon the number of straight-time hours they are normally scheduled to work on the holiday. No part-time employee will receive holiday pay, if he is not regularly scheduled to work that day.
- D. Any nonexempt employee who works during an approved county holiday, will be compensated at a rate of 1.5 times his/her regular rate of pay, whether the employee will reach the applicable FLSA overtime hours threshold or not, in addition to the holiday pay referenced in paragraph (B.) above.

Section 6. Continuation of Medical Benefits and Cobra Insurance

- A. The federal Consolidated Budget Reconciliation Act (COBRA) is the legislation that provides employees and their covered dependents the right to continue their group health care coverage after a "qualifying event." COBRA legislation applies to Sweetwater County, as the employer.
- B. Upon termination from Sweetwater County for any reason, which is a "qualifying event" under COBRA, an employee has the right to continue group medical coverage at group rates as long as the employee pays the required monthly premium and provided the employee has not been terminated for gross misconduct.
- C. COBRA gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under Sweetwater County's health plan when a "qualifying event" would normally result in the loss of eligibility.
- D. Under COBRA, the employee will usually pay the full cost of coverage at group rates plus an administration fee. Sweetwater County, through the third party administrator for the County's health plan, will provide employees with a written notice describing rights granted

Christmas/New Year Holidays Given to Employees

Tuesday, December 24, 2013 (HALF DAY) Wednesday, December 25, 2013	Christmas
Tuesday, December 31, 2013 (HALF DAY) Wednesday, January 1, 2014	New Years
Wednesday, December 24, 2014 (HALF DAY) Thursday, December 25, 2014 Friday, December 26, 2014	Christmas
Wednesday, December 31, 2014 (HALF DAY) Thursday, January 1, 2015 Friday, January 2, 2015	New Years
Thursday, December 24, 2015 Friday, December 25, 2015	Christmas
Thursday, December 31, 2015 Friday, January 1, 2016	New Years
Friday, December 23, 2016 Monday, December 26, 2016	Christmas
Friday, December 30, 2016 Monday, January 2, 2017	New Years
Monday, December 25, 2017	Christmas
Monday, January 1, 2018	New Years
Monday, December 24, 2018 Tuesday, December 25, 2018	Christmas
Monday, December 31, 2018 Tuesday, January 1, 2019	New Years
Tuesday, December 24, 2019 Wednesday, December 25, 2019	Christmas
Wednesday, January 1, 2020* *floating holiday offered to be used on Tuesday, December 31, 2019 OR used by 3/31/2020	New Years
Thursday, December 24, 2020 Friday, December 25, 2020	Christmas
Friday, January 1, 2021* *floating holiday offered to be used on Thursday, December 31, 2020 OR used by 3/31/2021	New Years

2021

CALENDAR YEAR

JULY

CALENDAR MONTH

SUNDAY

FIRST DAY OF WEEK

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
27	28	29	30	01	02	03
04	05	06	07	08	09	10
4th of July	OFF					
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

2021

CALENDAR YEAR

AUGUST

CALENDAR MONTH

SUNDAY

FIRST DAY OF WEEK

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
01	02	03	04	05	06	07
08	09	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31	01	02	03	04

2021

SEPTEMBER

CALENDAR YEAR

CALENDAR MONTH

SUNDAY

FIRST DAY OF WEEK

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
29	30	31	01	02	03	04
05	06 Labor Day OFF	07	08	09	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	01	02

2021

OCTOBER

CALENDAR YEAR

CALENDAR MONTH

SUNDAY

FIRST DAY OF WEEK

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
26	27	28	29	30	01	02
03	04	05	06	07	08	09
10	11 Labor Day OFF	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31	01	02	03	04	05	06

2021

NOVEMBER

CALENDAR YEAR

CALENDAR MONTH

SUNDAY

FIRST DAY OF WEEK

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
31	01	02	03	04	05	06
07	08	09	10	11 Veteran's Day OFF	12	13
14	15	16	17	18	19	20
21	22	23	24	25 Thanksgiving OFF	26 Thanksgiving OFF	27
28	29	30	01	02	03	04

2021

DECEMBER

CALENDAR YEAR

CALENDAR MONTH

SUNDAY

FIRST DAY OF WEEK

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
28	29	30	01	02	03	04
05	06	07	08	09	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24 OFF	25 Christmas Day
26	27	28	29	30	31 OFF	01 New Year's Day

2022

CALENDAR YEAR

JANUARY

CALENDAR MONTH

SUNDAY

FIRST DAY OF WEEK

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
26	27	28	29	30	31 OFF	01 New Year's Day
02	03	04	05	06	07	08
09	10	11	12	13	14	15
16	17 Martin Luther King Jr. Day OFF	18	19	20	21	22
23	24	25	26	27	28	29
30	31	01	02	03	04	05

2022

CALENDAR YEAR

FEBRUARY

CALENDAR MONTH

SUNDAY

FIRST DAY OF WEEK

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
30	31	01	02	03	04	05
06	07	08	09	10	11	12
13	14	15	16	17	18	19
20	21 Presidents' Day OFF	22	23	24	25	26
27	28	01	02	03	04	05

2022

CALENDAR YEAR

MARCH

CALENDAR MONTH

SUNDAY

FIRST DAY OF WEEK

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
27	28	01	02	03	04	05
06	07	08	09	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31	01	02

2022

CALENDAR YEAR

APRIL

CALENDAR MONTH

SUNDAY

FIRST DAY OF WEEK

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
27	28	29	30	31	01	02
03	04	05	06	07	08	09
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

Good Friday
HALF DAY

2022

CALENDAR YEAR

MAY

CALENDAR MONTH

SUNDAY

FIRST DAY OF WEEK

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
01	02	03	04	05	06	07
08	09	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31 Memorial Day OFF	01	02	03	04

2022

CALENDAR YEAR

JUNE

CALENDAR MONTH

SUNDAY

FIRST DAY OF WEEK

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
29	30	31	01	02	03	04
05	06	07	08	09	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
Juneteenth	OFF					
26	27	28	29	30	01	02



SWEETWATER

C·O·U·N·T·Y

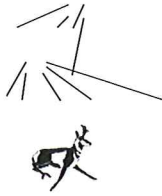


BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

Meeting Date Requested: 11/16/2021	Contact Phone and E-mail: mcleang@sweet.wy.us;
Presenters Name, Title and Name of Organization: Garry McLean, HR Director	Exact Wording for Agenda: Discussion of Juneteenth Holiday
Preference of Placement on Agenda & Amount of Time Requested for Presentation 15 mins	Will there be handouts? (If yes, include with meeting request form) yes
Will handouts require SIGNATURES: no PLEASE CHECK THE BOX AND BRIEFLY EXPLAIN IF YOUR ITEM SHOULD BE MARKED CONFIDENTIAL: <input type="checkbox"/>	If you are submitting a Resolution or Proclamation- please email, in Word Format, to shoemakers@sweet.wy.us
Additional Information:	

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Sweetwater County Department of Human Resources



80 W. Flaming Gorge Way, Suite 17
Green River, WY 82935

E-MAIL: swchr@sweet.wy.us

Phone: 307-922-5429 (RS)
307-872-3910 (GR)
Fax: 307-872-3996

To: Sweetwater County Board of County Commissioners
From: Garry A. McLean, HR Director
Date: June 29, 2021

RE: Juneteenth Day

As you are aware, President Biden recently ordered June 19th as an official federal holiday, commemorating the end of slavery in the United States. The State of Wyoming passed a bill in 2003 designating the third Saturday in June, as a state holiday.

Current County policy provides for specific policies and other holidays “proclaimed by the Board or other state or federal official. This policy leaves open to interpretation that June 19th will be a County Holiday. I would recommend amending the language of this policy and include instead,”as proclaimed by the Board.”

Also, while Juneteenth is an important part of American history, the Board should weigh carefully closures of the courthouse with impacts on public programs that interface with banks and the State of Wyoming. Many County offices are “arm of the State” functions such as the Clerk’s Office, Treasurer and Assessor’s Offices. As well, car dealers, banks and other institutions are dependent upon certain County functions being open to conduct their business.

In a recent survey of banks, I found that at least one local bank and one regional bank will be closed for June 19th beginning next year. The Governor of Wyoming is still considering the matter and, of course, the federal office will be closed on this date.

I have included some information for the Board to consider as part of this discussion. Please let me know if you have any questions.

CHAPTER 7: BENEFITS

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Section 5. Holiday Pay

- A. Sweetwater County observes the following holidays:
1. New Year's Day (January 1)
 2. Martin Luther King Day (January)

CHAPTER 7: BENEFITS

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 4. Good Friday (1/2 day)
 5. Memorial Day (Last Monday in May)
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 11. Christmas (December 25)
 12. Any other holidays, as proclaimed by the Board or other state or federal official
- B. When a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. Regular full-time employees are paid eight (8) straight-time hours for each holiday, except for the ½ holiday for Good Friday, in which employees are paid four (4) straight-time hours.
- C. Regular part-time employees: Regular part-time employees are paid for holidays based upon the number of straight-time hours they are normally scheduled to work on the holiday. No part-time employee will receive holiday pay, if he is not regularly scheduled to work that day.
- D. Any nonexempt employee who works during an approved county holiday, will be compensated at a rate of 1.5 times his/her regular rate of pay, whether the employee will reach the applicable FLSA overtime hours threshold or not, in addition to the holiday pay referenced in paragraph (B.) above.

Section 6. Continuation of Medical Benefits and Cobra Insurance

- A. The federal Consolidated Budget Reconciliation Act (COBRA) is the legislation that provides employees and their covered dependents the right to continue their group health care coverage after a "qualifying event." COBRA legislation applies to Sweetwater County, as the employer.
- B. Upon termination from Sweetwater County for any reason, which is a "qualifying event" under COBRA, an employee has the right to continue group medical coverage at group rates as long as the employee pays the required monthly premium and provided the employee has not been terminated for gross misconduct.
- C. COBRA gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under Sweetwater County's health plan when a "qualifying event" would normally result in the loss of eligibility.
- D. Under COBRA, the employee will usually pay the full cost of coverage at group rates plus an administration fee. Sweetwater County, through the third party administrator for the County's health plan, will provide employees with a written notice describing rights granted

Current County Holidays

Chapter 7, Section Benefits, Section 5 Holiday Pay

Pages 62-63

Sweetwater County observes the following holidays:

# days	# hours	Date	Holiday
1	8	January 1	New Year's Day
1	8	January (3rd Monday)	Martin Luther King Day
1	8	February (3rd Monday)	Presidents' Day
0.5	4	March or April	Good Friday (1/2 day)
1	8	Last Monday in May	Memorial Day
1	8	July 4	Independence Day
1	8	1st Monday in September	Labor Day
1	8	2nd Monday in October	Columbus Day (2nd Monday in October)
1	8	November 11	Veterans' Day
1	8	4th Thursday and Friday in November	Thanksgiving Day
1	8		Friday after Thanksgiving
1	8	December 25	Christmas
		Any other holidays, as proclaimed by the Board or other state or federal official	
Totals	11.5	92	

Board has approved the following additional holidays during the past few years:

2020	8	Christmas Eve	Offices were closed
2020	8	Floating Holiday -	Courthouse was open New Year's Eve; employees had to use the floating holiday by no later than March 30, 2021
2019	8	Christmas Eve	Offices were closed
2019	8	Floating Holiday -	Courthouse was open New Year's Eve; employees had to use the floating holiday by no later than March 30, 2021
2018	8	Christmas Eve	Offices were closed; Christmas Eve fell on a Monday
2018	8	New Year's Eve	Offices were closed; New Year's Eve fell on a Monday



#1 FACTUAL ENTERTAINMENT BRAND

Based on the 2019 Harris poll. EquiVox & EquiVox.com

HISTORY STORIES



UPDATED: JUN 17, 2021 • ORIGINAL: JUN 19, 2015

What Is Juneteenth?

ELIZABETH NIX

Bettmann Archive/Getty Images

Juneteenth commemorates the effective end of slavery in the United States.

Juneteenth (short for “June Nineteenth”) marks the day when federal troops arrived in Galveston, Texas in 1865 to take control of the state and ensure that all enslaved people be freed. The troops’ arrival came a full two and a half years after the signing of the Emancipation Proclamation. Juneteenth honors the end to slavery in the United States and is considered the longest-running African American holiday. On June 17, 2021, it officially became a federal holiday.

Confederate General Robert E. Lee had surrendered at Appomattox Court House two months earlier in Virginia, but slavery had remained relatively unaffected in Texas—until U.S. General Gordon Granger stood on Texas soil and read General Orders No. 3: “The people of Texas are informed that, in accordance with a proclamation from the Executive of the United States, all slaves are free.”



GALLERY

9 IMAGES

The Emancipation Proclamation

The Emancipation Proclamation issued by President [Abraham Lincoln](#) on January 1, 1863, had established that all enslaved people in [Confederate states](#) in rebellion against the Union “shall be then, thenceforward, and forever free.”

But in reality, the Emancipation Proclamation didn't instantly free any enslaved people. The proclamation only applied to places under Confederate control and not to slave-holding border states or rebel areas already under Union control. However, as Northern troops advanced into the Confederate South, many enslaved people fled behind Union lines.

Juneteenth and Slavery in Texas

In Texas, slavery had continued as the state experienced no large-scale fighting or significant presence of Union troops. Many enslavers from outside the Lone Star State had moved there, as they viewed it as a safe haven for slavery.

After the war came to a close in the spring of 1865, General Granger's arrival in Galveston that June signaled freedom for Texas's 250,000 enslaved people. Although emancipation didn't happen overnight for everyone—in some cases, enslavers withheld the information until after harvest season—celebrations broke out among newly freed Black people, and Juneteenth was born. That December, slavery in America was formally abolished with the adoption of the [13th Amendment](#).

READ MORE: [Does an Exception Clause in the 13th Amendment Still Permit Slavery?](#)

The year following 1865, freedmen in Texas organized the first of what became the annual celebration of "Jubilee Day" on June 19. In the ensuing decades, Juneteenth commemorations featured music, barbecues, prayer services and other activities, and as Black people migrated from Texas to other parts of the country the Juneteenth tradition spread.

In 1979, [Texas became the first state](#) to make Juneteenth an official holiday; several others followed suit over the years. In June 2021, Congress passed a resolution establishing Juneteenth as a national holiday; President Biden signed it into law on June 17, 2021.

WATCH: [Emancipation Proclamation: How Lincoln Could Abolish Slavery](#)

FACT CHECK: *We strive for accuracy and fairness. But if you see something that doesn't look right, [click here to contact us!](#) HISTORY reviews and updates its content regularly to ensure it is complete and accurate.*

RELATED CONTENT

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2010 Wyoming Statutes

Title 8 - General Provisions

Chapter 4 - Legal Time And Holidays

CHAPTER 4 - LEGAL TIME AND HOLIDAYS

8-4-101. Legal holidays; dismissal of schools.

(a) The following days are legal holidays in and for the state of Wyoming:

(i) New Year's Day, January 1;

(ii) Washington's and Lincoln's birthdays, to be observed on the third Monday in February;

(iii) Memorial Day, to be observed on the last Monday in May;

(iv) Independence Day, July 4;

(v) Labor Day, to be observed on the first Monday in September;

(vi) Repealed by Laws 1990, ch. 21, 2.

(vii) Veterans Day, November 11;

(viii) Thanksgiving Day, to be observed on the fourth Thursday in November;

(ix) Christmas Day, December 25;

(x) Repealed by Laws 1983, ch. 180, 1.

(xi) Upon declaration by the governor of this state, any date appointed or declared by the president of the United States as an occasion of national mourning, rejoicing or observance of national emergency;

(xii) Martin Luther King, Jr., Wyoming Equality Day, to be observed on the third Monday in January.

(b) If New Year's Day, Independence Day, Christmas Day or Veterans Day fall upon a Sunday, the Monday following is a legal holiday.

(c) On Washington's and Lincoln's birthdays, Veterans Day, Martin Luther King, Jr., Wyoming Equality Day and all days upon which general elections are held, the public schools of any district shall not be dismissed except by order of the board of trustees of the district, but proper exercises may be held in the schools on these days to emphasize their significance and importance.

8-4-102. Arbor Day.

(a) The state forester shall promote the following activities to commemorate Arbor Day, the last Monday in April:

(i) A tree shall be planted on state grounds in a simple ceremony;

(ii) The planting of a seedling tree or some other act may be performed in an appropriate ceremony in the schools of Wyoming.

8-4-103. Wyoming Day.

(a) In recognition of the action of the Wyoming territorial governor on December 10, 1869, in approving the first law found anywhere in legislative history which extends the right of suffrage to women, December 10 of each year is designated as "Wyoming Day." The day shall be observed in the schools, clubs and similar groups by appropriate exercises commemorating the history of the territory and state and the lives of its pioneers, and by fostering in all ways the loyalty and good citizenship of its people.

(b) The governor, not later than December 1 of each year, shall issue a proclamation requesting the proper observance of "Wyoming Day" as outlined in subsection (a) of this section.

8-4-104. Nellie Tayloe Ross's birthday.

(a) In recognition of the services to the state of Wyoming of Nellie Tayloe Ross, the first woman governor of any state in the United States, Nellie Tayloe Ross's birthday, November 29, is designated a public holiday. The day shall be appropriately observed in the public schools of the state.

(b) This section, however, shall not be construed to affect commercial paper, the making or execution of agreements in writing or judicial proceedings, or to authorize schools, businesses or public offices to close.

8-4-105. Native American Day.

(a) In recognition of the North American Indian, the second Friday in May is designated as "Native American Day". The day shall be appropriately observed in the public schools of the state, by state and local government and by organizations within the state.

(b) The governor, not later than April 15 of each year, shall issue a proclamation requesting proper observance of "Native American Day".

(c) This section shall not affect commercial paper, the making or execution of written agreements or judicial proceedings, or authorize public schools, businesses or state and local government offices to close.

8-4-106. Pearl Harbor Remembrance Day.

(a) In recognition of the members of the armed forces who lost their lives and those who survived the attack on Pearl Harbor, territory of Hawaii on December 7, 1941, December 7 of each year is designated as "Pearl Harbor Remembrance Day". The day shall be appropriately observed in the public schools of the state.

(b) The governor, not later than September 1 of each year, shall issue a proclamation requesting proper observance of "Pearl Harbor Remembrance Day".

(c) This section shall not affect commercial paper, the making or execution of written agreements or judicial proceedings, or authorize public schools, businesses or state and local government offices to close.

8-4-107. Juneteenth holiday.

(a) In celebration of the end of slavery in the United States proclaimed by Major General Gordon Granger on June 19, 1865 more than two and one-half (2) years after the Emancipation Proclamation was issued by President Abraham Lincoln, and in recognition of those who died and sacrificed to achieve the end of slavery, the Juneteenth holiday is established.

(b) The Juneteenth holiday shall be celebrated each year with appropriate activities on the third Saturday of June.

(c) This section shall not affect commercial paper, the making or execution of written agreements or judicial proceedings, or authorize public schools, business or state and local government offices to close.

8-4-108. Veterans Day.

(a) In recognition of the many Wyoming citizens who have served in the armed forces of this country, November 11 of each year is designated as "Veterans Day." The day shall be appropriately observed in the public schools of the state and by organizations within the state.

(b) The governor, not later than November 1 of each year, shall issue a proclamation requesting proper observance of Veterans Day and requesting military and veterans' organizations to work with the boards of all Wyoming school districts to conduct proper exercises in observation of the contributions and sacrifices of veterans.

Disclaimer: These codes may not be the most recent version. Wyoming may have more current or accurate information. We make no warranties or guarantees about the accuracy, completeness, or adequacy of the information contained on this site or the information linked to on the state site. Please check official sources.

ORIGINAL SENATE
FILE NO. 0098

ENROLLED ACT NO. 70, SENATE

FIFTY-SEVENTH LEGISLATURE OF THE STATE OF WYOMING
2003 GENERAL SESSION

AN ACT relating to state holidays; providing for the Juneteenth holiday as specified; and providing for an effective date.

Be It Enacted by the Legislature of the State of Wyoming:

Section 1. W.S. 8-4-107 is created to read:

8-4-107. Juneteenth holiday.

(a) In celebration of the end of slavery in the United States proclaimed by Major General Gordon Granger on June 19, 1865 more than two and one-half (2½) years after the Emancipation Proclamation was issued by President Abraham Lincoln, and in recognition of those who died and sacrificed to achieve the end of slavery, the Juneteenth holiday is established.

(b) The Juneteenth holiday shall be celebrated each year with appropriate activities on the third Saturday of June.

(c) This section shall not affect commercial paper, the making or execution of written agreements or judicial proceedings, or authorize public schools, business or state and local government offices to close.

ORIGINAL SENATE
FILE NO. 0098

ENROLLED ACT NO. 70, SENATE

FIFTY-SEVENTH LEGISLATURE OF THE STATE OF WYOMING
2003 GENERAL SESSION

Section 2. This act is effective July 1, 2003.

(END)

Speaker of the House

President of the Senate

Governor

TIME APPROVED: _____

DATE APPROVED: _____

I hereby certify that this act originated in the Senate.

Chief Clerk

Document: Wyo. Stat. § 8-4-107**Wyo. Stat. § 8-4-107****Copy Citation**

Current through 2020 Budget Session and First Special Session of the Wyoming Legislature. Subject to revisions by LSO.

[Wyoming Statutes Annotated](#) [Title 8 General Provisions](#) [Chapter 4 Legal Time and Holidays](#)

§ 8-4-107. Juneteenth holiday.

(a) In celebration of the end of slavery in the United States proclaimed by Major General Gordon Granger on June 19, 1865 more than two and one-half (2½) years after the Emancipation Proclamation was issued by President Abraham Lincoln, and in recognition of those who died and sacrificed to achieve the end of slavery, the **Juneteenth** holiday is established.

(b) The **Juneteenth** holiday shall be celebrated each year with appropriate activities on the third Saturday of June.

(c) This section shall not affect commercial paper, the making or execution of written agreements or judicial proceedings, or authorize public schools, business or state and local government offices to close.

History

Laws 2003, ch. 162, § 1.

▼ Annotations**Research References & Practice Aids****Hierarchy Notes:**

Wyo. Stat. Title 8

Wyoming Statutes Annotated

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Content Type: Statutes and Legislation

Terms: Juneteenth

Narrow By: custom: custom Sources: Wyoming Statutes Annotated

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Document: Wyo. Stat. § 8-4-101

Wyo. Stat. § 8-4-101

Copy Citation

Current through 2020 Budget Session and First Special Session of the Wyoming Legislature. Subject to revisions by LSO.

Wyoming Statutes Annotated **Title 8 General Provisions** **Chapter 4 Legal Time and Holidays**

§ 8-4-101. Legal holidays; dismissal of schools.

(a) The following days are legal holidays in and for the state of Wyoming:

- (i) New Year's Day, January 1;
 - (ii) Washington's and Lincoln's birthdays, to be observed on the third Monday in February;
 - (iii) Memorial Day, to be observed on the last Monday in May;
 - (iv) Independence Day, July 4;
 - (v) Labor Day, to be observed on the first Monday in September;
 - (vi) Repealed by Laws 1990, ch. 21, § 2.
 - (vii) Veterans Day, November 11;
 - (viii) Thanksgiving Day, to be observed on the fourth Thursday in November;
 - (ix) Christmas Day, December 25;
 - (x) Repealed by Laws 1983, ch. 180, § 1.
 - (xi) Upon declaration by the governor of this state, any date appointed or declared by the president of the United States as an occasion of national mourning, rejoicing or observance of national emergency;
 - (xii) Martin Luther King, Jr., Wyoming Equality Day, to be observed on the third Monday in January.
- (b) If New Year's Day, Independence Day, Christmas Day or Veterans Day fall upon a Sunday, the Monday following is a legal holiday.
- (c) On Washington's and Lincoln's birthdays, Veterans Day, Martin Luther King, Jr., Wyoming Equality Day and all days upon which general elections are held, the public schools of any district shall not be dismissed except by order of the board of trustees of the district, but proper exercises may be held in the schools on these days to emphasize their significance and importance.

History

Laws 1886, ch. 67, § 1; R.S. 1887, § 1430; Laws 1888, ch. 87, § 1; 1890, ch. 80, § 182; R.S. 1899, § 2696; Laws 1901, ch. 93, § 1; C.S. 1910, § 3581; C.S. 1920, § 4522; Laws 1923, ch. 6, § 1; 1925, ch. 13, § 1; 1929, ch. 4, § 1; R.S. 1931, § 53-101; C.S. 1945, § 49-101; Laws 1955, ch. 55, § 1; W.S. 1957, § 8-51; Laws 1969, ch. 119, § 1; 1971, ch. 218, § 1; 1973, ch. 13, § 1; W.S. 1977, § 8-4-101; Laws 1978, ch. 27, § 1; 1982, ch. 100, § 1; 1988, ch. 21, § 1.

▼ Annotations

Acts done on legal holiday other than Sunday. —

Armistice Day (now Veterans Day) is a legal holiday other than Sunday, and with the exception of matters concerning which the statute provides that the day shall be treated as Sunday, any act done on that day is as effective as if done on any other day. *Sterling Lumber Co. v. Thompson*, 47 Wyo. 519, 41 P.2d 264, 1935 Wyo. LEXIS 1 (Wyo. 1935).

Research References & Practice Aids

Cross references. —

As to opening day of district court in case of legal holiday, see § 5-3-104.

As to sale of intoxicating liquor on Sunday, see § 12-5-101.

For authority of banks to close on Saturdays, see § 13-1-301.

As to exclusion of Sunday if last day in computation of time, see Rule 6(a), W.R.C.P.

Hierarchy Notes:

Wyo. Stat. Title 8

Wyoming Statutes Annotated

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WYOMING

Governor Gordon To Work With Lawmakers To Observe Juneteenth As State Holiday In Future Years



📷 Governor Mark Gordon | Official FB page photo

 [Press Release](#) | [June 17, 2021](#)

CHEYENNE — Today, President Joe Biden signed a law creating a federal holiday recognizing Juneteenth. Governor Mark Gordon has also signed a proclamation recognizing the significance of the day, which commemorates the end of slavery, while encouraging self-development and respect for all cultures.

Wyoming has recognized the Juneteenth holiday since 2003, when the state legislature [passed a bill](#) establishing the holiday on the third Saturday of the month.

Because of the President's action, Friday June 18, 2021 is a holiday for most federal employees per the U.S. Office of Personnel Management. In Wyoming the Legislature has set State Holidays. While tomorrow will not be a state holiday, the Governor will work with lawmakers to consider this option for future years.

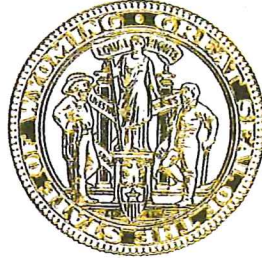
Advertisement - Story continues below...

"Freedom is always a cause for celebration and this is a momentous day in our nation's history. I encourage people to observe this commemoration of the full enactment of the Emancipation Proclamation, which embodies the values of all Americans," Governor Gordon said.

 [Governor Mark Gordon, Juneteenth](#)



Governor's Proclamation



JUNETEENTH DAY

WHEREAS, Juneteenth is the oldest known celebration commemorating the end of slavery in the United States; and

WHEREAS, it was first celebrated on June 19, 1865 when Major General Gordon Granger announced the end of the Civil War in Galveston, Texas, more than two and a half years after President Abraham Lincoln issued the Emancipation Proclamation; and

WHEREAS, the celebration has spread throughout the United States; and

WHEREAS, freedom is always and everywhere a cause for celebration; and

WHEREAS, Juneteenth celebrates African American freedom while encouraging self-development and respect for all cultures; and

WHEREAS, the Wyoming Legislature declared the third Saturday of June as the Juneteenth holiday celebration in recognition of those who died and sacrificed to end slavery; and

WHEREAS, the President of the United States signed legislation establishing Juneteenth as a federal holiday.

NOW THEREFORE, I, MARK GORDON, Governor of the State of Wyoming, do hereby proclaim June 19, 2021 as

JUNETEENTH DAY

in Wyoming, and encourage all Wyoming citizens to join observances held throughout the state and nation, and celebrate African American freedom.

IN WITNESS WHEREOF I have hereunto set my hand and caused the Executive Seal

Holidays Observed - K.8

K.8 - Holidays Observed by the Federal Reserve System 2021-2025

For holidays falling on Saturday, Federal Reserve Banks and Branches will be open the preceding Friday; however, the Board of Governors will be closed. For holidays falling on Sunday, all Federal Reserve offices will be closed the following Monday.

	2021	2022	2023	2024	2025
New Year's Day	January 1	January 1*	January 1**	January 1	January 1
Birthday of Martin Luther King, Jr.	January 18	January 17	January 16	January 15	January 20
Washington's Birthday	February 15	February 21	February 20	February 19	February 17
Memorial Day	May 31	May 30	May 29	May 27	May 26
Juneteenth National Independence Day	June 19*	June 19**	June 19	June 19	June 19
Independence Day	July 4**	July 4	July 4	July 4	July 4
Labor Day	September 6	September 5	September 4	September 2	September 1
Columbus Day	October 11	October 10	October 9	October 14	October 13
Veterans Day	November 11	November 11	November 11*	November 11	November 11
Thanksgiving Day	November 25	November 24	November 23	November 28	November 27
Christmas Day	December 25*	December 25**	December 25	December 25	December 25

* Saturday - the Board of Governors is closed on June 18, 2021, December 24, 2021, December 31, 2021, and November 10, 2023.

** Sunday - the Board of Governors is closed on July 5, 2021, June 20, 2022, December 26, 2022, and January 2, 2023.

The Board of Governors is closed in observance of Inauguration Day on January 20, 2021 and Inauguration Day on January 20, 2025.

[Return to table](#)

Last Update: June 22, 2021

Bank Holidays

RSNB Bank will be closed in observance of the following Holidays in 2021:

New Year's Day - *Friday, January 1st*

Martin Luther King Jr. Day - *Monday, January 18th*

President's Day - *Monday, February 15th*

Good Friday - *Friday, April 2nd - Bank will close at 12:00 p.m.*

Memorial Day - *Monday, May 31st*

Juneteenth - *Saturday, June 19th*

Independence Day - *Monday, July 5th*

Labor Day - *Monday, September 6th*

Columbus Day - *Monday, October 11th*

Veteran's Day - *Thursday, November 11th*

Thanksgiving Day - *Thursday, November 25th*

Christmas Eve - *Friday, December 24th - Bank will close at 12:00 p.m.*

Christmas Day - *Saturday, December 25th*

New Year's Eve - *Friday, December 31st - Bank will close at 3:00 p.m.*

Drive-up service at the West Branch will be closed on the Saturday prior to the holiday that falls on Monday.

RESOURCES

Education Center (<https://www.onlinebanktours.com/mobile/?BID=1207>)

Financial Calculators (</resources/financial-calculators/>)

Security Awareness Center (</resources/security-awareness-center/>)

Online Banking Security (</resources/security-awareness-center/online-banking-security/>)

Online Security (</resources/security-awareness-center/online-security/>)

What You Can Do to Protect Yourself (</resources/security-awareness-center/what-you-can-do-to-protect-yourself/>)

Bank of America, JPMorgan, Wells Fargo Observe Juneteenth

JUNE 18, 2021 | [BLOOMBERG NEWS](#)

Related Stories

Bank of America Corp. joined **JPMorgan Chase & Co.** and **Wells Fargo & Co.** in making Juneteenth a bank holiday starting next year after President **Joe Biden** signed the June 19 federal holiday into law to commemorate the end of slavery in the U.S.

The banking giants told U.S. employees they'll receive a floating paid holiday to mark the occasion this year, with June 19 falling on a Saturday, and the three companies will all add Juneteenth to their regular holiday schedules starting next year, they said in memos to their staffs.

“As a company that stands strong against prejudice, injustice and inequality, we are committed to putting an end to discrimination of any kind, against any group, anywhere it exists in society today,” JPMorgan chief executive officer **Jamie Dimon** and **Brian Lamb**, the bank's global head of diversity and inclusion, said in a memo Thursday. “This week's milestone serves as reminder for each of us to rededicate our actions to the pursuit of equality for every community.”

Most government workers will be granted paid time off June 18, with the holiday falling on Saturday. The Federal Reserve Board's offices in Washington will be closed Friday, while its financial services operate normally. The central bank said earlier that it will “determine how to adjust our schedule to reflect the new federal

holiday in the years to come.” The Securities and Exchange Commission also said its offices will close.

The same won’t be true for the financial markets. Before deciding whether to close, U.S. exchanges — primarily the New York Stock Exchange and Nasdaq — rely on input from several participants including banks, broker-dealers and regulators. **The Securities Industry & Financial Markets Association**, an industry trade group, said it won’t recommend that fixed-income markets close as the Fedwire settlement system will remain open.

Any decision about whether to make Juneteenth a market holiday “will be part of our annual calendar review during which we consult with stakeholders,” **Katrina Cavalli**, a **Sifma** spokeswoman, said in an emailed statement. **CME Group Inc.**, the world’s largest futures exchange, will follow Sifma’s lead, a spokeswoman said. The holiday also falls on a weekend in 2022.

Citigroup Inc. told employees last year that they could take an extra paid “Heritage Day” holiday each year on a day of their choosing, in coordination with their managers, including Juneteenth.

“The celebration of Juneteenth also serves as a reminder of the hard work that remains to address the terrible legacy of slavery,” **Sara Wechter**, Citigroup’s head of human resources, said in a memo to U.S. staff Thursday. “Today, and every day, our Citi team is working to build a more equitable society for all.”

Honoring Juneteenth at Work (Jun 19)

Juneteenth Now a National Holiday

President Joe Biden on Thursday signed a bill establishing Juneteenth, the date commemorating the end of slavery in the United States, as a federal holiday.

Biden, in what he called "one of the greatest honors" of his presidency, signed the bill two days before Juneteenth itself, which is on June 19 each year.

"We have come far, and we have far to go. But today is a day of celebration," said Vice President Kamala Harris, who spoke before the president at the signing event in the White House.

Biden signs Juneteenth bill, creating new federal holiday commemorating end of slavery in U.S.

(<https://www.cnn.com/2021/06/17/juneteenth-federal-holiday-biden-signs-bill.html>)

CNN | Jun 2021

While employers are not required to honor any federal holiday by giving employees a paid day off, the U.S. Bureau of Labor Statistics reported in 2018 that the majority provide at least eight paid holidays a year. That number likely has grown since as employers strive to attract and retain talent, especially in today's tight job market.

Resources Are Organized Under These Topics

Recognizing Juneteenth in the Workplace

Example Agendas and Celebrations

News Articles and Resources

Related Reading

Recent Legislative Actions

Recognizing Juneteenth in the Workplace

Make it personal: For example, if you are just understanding the importance of Juneteenth, take it as an opportunity to be vulnerable and share what you've learned with your group. Then go a step further by inviting conversation with your teams. You might be surprised how much employees engage, either relieved they aren't the only ones who hadn't previously recognized the holiday or eager to share the knowledge they do have.

How Your Organization Can Recognize Juneteenth (<https://hbr.org/2021/06/how-your-organization-can-recognize-juneteenth>)

Harvard Business Review | Jun 2021

Last year ignited a national trend by employers to expand their commitments to diversity and inclusion initiatives by recognizing Juneteenth as a paid holiday. For businesses unable to offer Juneteenth as a paid holiday, there are a number of other ways that the holiday can be incorporated as a part of an overall commitment to fostering a more inclusive workplace.

On a Holiday: Juneteenth and Workplace Diversity & Inclusion

(<https://www.jackscamp.com/on-a-holiday-juneteenth-and-workplace-diversity-inclusion/>)

J&C Blog | Jun 2021

"It's a win-win," says Prof. Cynthia Turner, assistant dean of diversity and inclusion and chief diversity officer at the Ohio State University Fisher College of Business, "when you are looking at the issues from the lives of your employees and you show that you hear and see them and their concerns, it is just a win for you."

Companies Giving Juneteenth Off As A Holiday Say It's The Right Thing To Do (<https://www.npr.org/2021/06/16/1005212157/companies-giving-juneteenth-off-as-a-holiday-say-its-the-right-thing-to-do>)

NPR | Jun 2021

Juneteenth begs us to reflect and improve. My teacher, Deborah L. Johnson says, "feel, deal, heal." This is another opportunity to sensitize ourselves, opt in, and learn from people's experiences so we can do better.

How to talk to your employees about Juneteenth (<https://www.ragan.com/how-to-talk-to-your-employees-about-juneteenth/>)

Ragan Consulting Group | Jun 2021

Please complete the brief survey near the bottom of this page.

Law Firm Resources

Recognizing Juneteenth can be part of a company's broader DEI programs and serve to strengthen its commitment to its values. Many companies may choose (or continue) to offer the day as a paid holiday or offer holiday pay to those who work. In addition to recognizing Juneteenth as a paid holiday, employers may also use the time around the holiday to foster an inclusive environment and demonstrate their commitment to racial justice in a variety of ways.

Juneteenth Is a Federal Holiday: Diversity, Equity, and Inclusion Tips for Proactive Employers (<https://ogletree.com/insights/juneteenth-is-a-federal-holiday-diversity-equity-and-inclusion-tips-for-proactive-employers/>)

Ogletree | Jun 2021

Podcast: The History and Importance of Juneteenth (<https://www.littler.com/publication-press/publication/history-and-importance-juneteenth>)

Podcast: Allied Behavior: Perceptions about Race (Juneteenth Edition) (<https://www.littler.com/publication-press/publication/allied-behavior-perceptions-about-race-juneteenth-edition>)

Littler | Jun 2021

The recognition that more needs to be done on racial equity inside and outside the workplace has led to a record number of companies providing recognition of Juneteenth – a historic day for many African-Americans celebrating the reading of federal orders in Galveston, Texas on June 19, 1865, which proclaimed slaves to be free.

Thoughts for Employers Celebrating Juneteenth for the First Time (<https://www.mintz.com/insights-center/viewpoints/2226/2020-06-18-thoughts-employers-celebrating-juneteenth-first-time>)

Mintz | Jun 2020

Example Agendas and Celebrations

Honoring Black Voices on Juneteenth (<https://www.gm.com/our-stories/juneteenth-employee-spotlights.html>)

General Motors | Jun 2021

How Companies are Celebrating Juneteenth (<https://www.diversitybestpractices.com/how-companies-are-celebrating-juneteenth>)

Diversity Best Practices | Jun 2021

Companies are celebrating Juneteenth in unique ways this week (https://www.kptv.com/general/companies-are-celebrating-juneteenth-in-unique-ways-this-week/article_f92f7050-7833-59c9-849e-42e4e2733192.html)

Fox 12 Oregon | Jun 2021

Juneteenth Celebrations for King County employees (<https://kcemployees.com/2021/06/03/juneteenth-celebrations-for-king-county->

employees/
King County, Washington | 2021

Juneteenth (<https://oshr.nc.gov/juneteenth>)
North Carolina Office of State Human Resources | 2021

Juneteenth Celebration (<http://www.cew.umich.edu/events/wctf-2021-juneteenth-celebration/>)
University of Michigan | 2021

Juneteenth Cultural Celebration: Awareness, Appropriation, and Allyship
(<https://providers.org/event/free-members-only-webinar-juneteenth-cultural-celebration-awareness-appropriation-and-allyship/>)
Providers' Council | 2021

Celebrate Juneteenth with historical and cultural events
(https://www.miamidade.gov/global/news-item.page?Mduid_news=news1623105208291823)
Miami Dade County | 2021

News Articles and Resources

How to Celebrate Juneteenth in the Workplace
(<https://www.juneteenth.com/howtocelebrate.htm>)
Juneteenth.com | Jun 2021

Digital Resources: Juneteenth: Celebration of Resilience (<https://nmaahc.si.edu/events/juneteenth>)
National Museum of African American History & Culture | Jun 2021

What Is Juneteenth? Why the Historic Day Should Be a Federal Holiday (<https://www.oprahdaily.com/life/a32893726/what-is-juneteenth/>)
Oprah Daily | May 2021

Juneteenth Is a Day of Celebration and Reflection (<https://www.realsimple.com/holidays-entertaining/holidays/what-is-juneteenth-how-to-celebrate>)
Real Simple | May 2021

Here's the Significance Behind the Juneteenth Flag, Colors, and Holiday Traditions
(<https://www.bhg.com/holidays/traditions/juneteenth/juneteenth-symbols/>)
Better Homes & Gardens | Jun 2021

Related Reading

Diversity, Equity and Inclusion Articles (www.shrm.org/ResourcesAndTools/hr-topics/Pages/diversity-equity-and-inclusion.aspx)
Together Forward @Work Initiative (<https://togetherforwardatwork.shrm.org/>)
SHRM

Two-thirds of Americans believe Juneteenth should be a paid holiday — some employers are finally listening
(<https://www.nbcnews.com/know-your-value/amp/ncna1271006>)
NBC News | Jun 2021

How to Incorporate Holidays That Celebrate Diversity and Inclusion (<https://lattice.com/library/how-to-incorporate-holidays-that-celebrate-diversity-and-inclusion-into-your-companys-calendar>)

Lattice | May 2021

Social and Political Issues and the Workplace – Implications for Employers (<https://www.littler.com/publication-press/publication/social-and-political-issues-and-workplace-implications-employers>)

Littler | May 2021

Recent Legislative Actions

Congress approves bill to make Juneteenth a **federal holiday** (<https://apnews.com/article/juneteenth-congress-federal-holiday-3cc3b7a56ec97b0bae3dbdff1da092ee>)

Associated Press | Jun 2021

Massachusetts Retailers: Juneteenth Premium Pay Obligations Begin This Year (<https://www.fisherphillips.com/news-insights/massachusetts-retailers-juneteenth-premium-pay-obligations.html>)

Fisher Phillips | Jun 2021

Oregon State Senate votes to recognize Juneteenth as an official holiday

(<https://www.usatoday.com/story/news/politics/2021/06/01/oregon-lawmakers-vote-recognize-juneteenth-official-holiday/7496573002/>)

USA Today | Jun 2021

Illinois Legislature Approves Juneteenth as a State Holiday (<https://www.nbcchicago.com/news/local/illinois-legislature-approves-juneteenth-as-a-state-holiday/2522148/>)

NBC Chicago | May 2021

Hawaii close to honoring Juneteenth, leaving 1 state holdout (<https://www.mytwintiers.com/news-cat/national-news/hawaii-close-to-honoring-juneteenth-leaving-1-state-holdout/>)

My Twin Tiers | Apr 2021

North Dakota Legislature OKs Juneteenth ceremonial holiday (<https://www.mprnews.org/story/2021/04/06/north-dakota-legislature-oks-juneteenth-ceremonial-holiday>)

MPR News | Apr 2021

Juneteenth set to become an official **Washington** state holiday (<https://mynorthwest.com/2784650/juneteenth-to-become-official-washington-holiday/>)

My Northwest | Apr 2021

Juneteenth Is Now a Paid Holiday in **Virginia** (<https://www.washingtonian.com/2020/10/15/juneteenth-is-now-a-paid-holiday-in-virginia/>)

Washingtonian | Oct 2020

New and Updated COVID Express Requests

Masks/Face Coverings in the Workplace (https://www.shrm.org/ResourcesAndTools/tools-and-samples/exreq/Pages/Details.aspx?Erid=1579&_ga=2.57396841.2127033736.1620649799-311481164.1600107759)

Reopening Your Workplace (https://www.shrm.org/ResourcesAndTools/tools-and-samples/exreq/Pages/Details.aspx?Erid=1580&_ga=2.57396841.2127033736.1620649799-311481164.1600107759)

Addressing Fears About Returning to the Office (<https://www.shrm.org/ResourcesAndTools/tools-and-samples/exreq/Pages/Details.aspx?Erid=1592>)

Communicating with Employees About Vaccines and More (<https://www.shrm.org/ResourcesAndTools/tools-and-samples/exreq/Pages/Details.aspx?Erid=1592>)

Communicating with Employees About Vaccines and More (<https://www.shrm.org/ResourcesAndTools/tools-and-samples/exreq/Pages/Details.aspx?Erid=1592>)

[samples/exreq/Pages/Details.aspx?Erid=1533](https://www.shrm.org/ResourcesAndTools/tools-and-samples/exreq/Pages/Details.aspx?Erid=1533))

Responding to an Employee's COVID-19 Diagnosis (<https://www.shrm.org/ResourcesAndTools/tools-and-samples/exreq/Pages/Details.aspx?Erid=1560>)

Vaccine: Mandating or Not (https://www.shrm.org/ResourcesAndTools/tools-and-samples/exreq/Pages/Details.aspx?Erid=1624&_ga=2.48137191.1944794755.1620045107-311481164.1600107759) | Asking Vaccination Status

(<https://www.shrm.org/ResourcesAndTools/tools-and-samples/exreq/Pages/Details.aspx?Erid=1714>) | Employee Refusals

(https://www.shrm.org/ResourcesAndTools/tools-and-samples/exreq/Pages/Details.aspx?Erid=1672&_ga=2.48137191.1944794755.1620045107-311481164.1600107759) | Myth Busters

(https://www.shrm.org/ResourcesAndTools/tools-and-samples/exreq/Pages/Details.aspx?Erid=1701&_ga=2.48137191.1944794755.1620045107-311481164.1600107759)

COBRA Subsidy: General (<https://www.shrm.org/ResourcesAndTools/tools-and-samples/exreq/Pages/Details.aspx?Erid=1676>) | Special Election Notice Due 5/31 (<https://www.shrm.org/ResourcesAndTools/tools-and-samples/exreq/Pages/Details.aspx?Erid=1698>)

Reboarding Your Workforce (<https://www.shrm.org/ResourcesAndTools/tools-and-samples/exreq/Pages/Details.aspx?Erid=1700>)

Retaining Your Remote Employees (<https://www.shrm.org/ResourcesAndTools/tools-and-samples/exreq/Pages/Details.aspx?Erid=1697>)

Preparing Pets for Your Return to the Office (<https://www.shrm.org/ResourcesAndTools/tools-and-samples/exreq/Pages/Details.aspx?Erid=1599>)

Video Meetings: Fatigue (<https://www.shrm.org/ResourcesAndTools/tools-and-samples/exreq/Pages/Details.aspx?Erid=1609>) |

Etiquette (<https://www.shrm.org/ResourcesAndTools/tools-and-samples/exreq/Pages/Details.aspx?Erid=1640>)

SURVEY: Tell us what you think (https://www.surveymonkey.com/r/Express_Request_Survey) about the Express Request service in four quick questions.

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Document: Wyo. Stat. § 18-3-103**Wyo. Stat. § 18-3-103****Copy Citation**

Current through 2020 Budget Session and First Special Session of the Wyoming Legislature. Subject to revisions by LSO.

Wyoming Statutes Annotated Title 18 Counties (Chs. 1 – 16) Chapter 3 County Officers (Arts. 1 – 9) Article 1. Generally (§§ 18-3-101 – 18-3-112)

§ 18-3-103. Offices and records to be kept within county; exceptions; records open to public inspection; removal for purposes of copying; penalty.

(a) Each county officer except the county attorney, the county coroner and the county sheriff if the county jail is not located in the county seat, shall keep his office at the county seat of the county in an office provided by the county. If the county does not provide an office then the office shall be maintained at a place approved by the board of county commissioners:

(i) The county clerk, county sheriff and county treasurer shall be furnished offices in the **courthouse** or building used as such;

(ii) The county and prosecuting attorney and the county attorney shall be furnished suitable office space at the expense of the county which shall if practicable be located at or near the **courthouse**;

(iii) The office of the county assessor may be with the office of another county officer as determined by the board of county commissioners;

(iv) The office of the county coroner may be located at any suitable location determined by the county coroner with the approval of the board of county commissioners.

(b) All county officers shall keep their offices open during the usual business **hours** of each day excluding Saturdays, Sundays, legal holidays and other days as established by the county commissioners through resolution.

(c) All books, papers and electronic records required to be in county offices are open to the examination of any person without fee. The officer in charge of any documents may temporarily remove them for lawful reproduction purposes and during the period of removal shall not be subject to any penalty. Any officer or person not complying with the provisions of this subsection shall forfeit five dollars (\$5.00) for each day he fails to comply.

History

C.L. 1876, ch. 28, art. XI, § 1; R.S. 1887, § 1901; Laws 1890-91, ch. 54, § 14; 1895, ch. 76, § 20; R.S. 1899, §§ 1141, 1222, 1246; Laws 1907, ch. 80, § 6; C.S. 1910, §§ 1134, 1158, 1242, 1264; Laws 1915, ch. 141, § 1; C.S. 1920, §§ 1368, 1394, 1458, 1489, 1514; Laws 1925, ch. 61, § 1; R.S. 1931, §§ 30-108, 30-137, 30-305, 30-410, 30-507; Laws 1937, ch.

18-58, 18-76, 18-97, 18-112, 18-119; Laws 1973, ch. 86, § 2; 1977, ch. 124, § 1; 1981, Sp. Sess., ch. 22, § 1; 2000, ch. 38, § 1; 2003, ch. 17, § 1; 2019, ch. 3, § 1.

▼ Annotations

Notes

The 2013 amendment, effective July 1, 2013, added "Saturdays" following "day excluding" and added "legal holidays and other days as established by the county commissioners through resolution" in (b).

The 2019 amendment, effective July 1, 2019, in (c) inserted "and electronic records" preceding "required."

Inspecting, copying of records. —

This section gives no right to inspect and make copies of court records, and a deposition and letters transmitted with the deposition were not part of the records after the case has been concluded. *King v. King*, 25 Wyo. 275, 168 P. 730, 1917 Wyo. LEXIS 26 (Wyo. 1917).

Provisions for office space permissive only. —

The provision that commissioners may furnish office space for the county and prosecuting attorney is permissive only. *Ward v. Board of Comm'rs*, 36 Wyo. 460, 36 Wyo. 461, 256 P. 1039, 1927 Wyo. LEXIS 54 (Wyo. 1927).

Election contest. —

In an election contest a defeated candidate has a right upon showing of a special interest, to inspect affidavits on file in connection with the case. *State ex rel. Romsa v. Grace*, 43 Wyo. 454, 5 P.2d 301, 1931 Wyo. LEXIS 40 (Wyo. 1931).

Inspection. —

Petition filed in an election contest did not show such special interest so as to entitle defeated candidate to inspect affidavits on file. *State ex rel. Romsa v. Grace*, 43 Wyo. 454, 5 P.2d 301, 1931 Wyo. LEXIS 40 (Wyo. 1931).

Stated in

W.A.R.M. v. Bonds, 866 P.2d 1291, 1994 Wyo. LEXIS 4 (Wyo. 1994).

Research References & Practice Aids

Cross references. —

As to county seats, see § 18-1-201.

Hierarchy Notes:

Wyo. Stat. Title 18

Wyo. Stat. Title 18, Ch. 3

Wyo. Stat. Title 18, Ch. 3, Art. 1

Content Type: Statutes and Legislation

Terms: Courthouse Hours

Narrow By: custom: custom Sources: Wyoming Statutes Annotated

Date and Time: Jun 21, 2021 02:08:46 p.m. EDT



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SWEETWATER

C·O·U·N·T·Y



BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

Meeting Date Requested: 10/05/2021	Contact Phone and E-mail: mcleang@sweet.wy.us;
Presenters Name, Title and Name of Organization: Garry McLean, HR Director	Exact Wording for Agenda: Request Approval of Employee Policy Amendment, Chapter 1
Preference of Placement on Agenda & Amount of Time Requested for Presentation 10 mins	Will there be handouts? (If yes, include with meeting request form) yes
Will handouts require SIGNATURES: no PLEASE CHECK THE BOX AND BRIEFLY EXPLAIN IF YOUR ITEM SHOULD BE MARKED CONFIDENTIAL: <input type="checkbox"/>	If you are submitting a Resolution or Proclamation- please email, in Word Format, to shoemakers@sweet.wy.us
Additional Information:	

INSTRUCTIONS:

- All requests to be added to the agenda, along with handouts and original documents to be signed, must be submitted in writing on the “Meeting Request Form” by Tuesday at 10:00 a.m. prior to the scheduled meeting and returned in person or electronically to Administrative Assistant Sally Shoemaker at: shoemakers@sweet.wy.us
****If your handout is not accompanied with the request, your request may be dismissed and you may reschedule for the next meeting provided the handout(s) are received.****
- If you are presenting a **Resolution or Proclamation**, it must be submitted in Word Format and emailed to: shoemakers@sweet.wy.us
- As always, if you are unable to attend the meeting after being placed onto an agenda, please send a representative in your place or your item may be rescheduled.
- In order to determine placement on the agenda, please review the county website www.sweet.wy.us on Thursday afternoon by clicking “Commissioner’s Agenda”.
- If a request to be placed on an agenda is received **AFTER** the deadline, you will be considered for the next meeting date.

CHAPTER 1: INTRODUCTION

IMPORTANT NOTICE

The Board of County Commissioners reserves the right to alter, amend or revoke these policies in its sole discretion at any time. Nothing in these policies limits or alters the statutory or constitutional authority of future Commissioners to establish different policies or revoke or amend these policies. To the extent practicable, Elected Officials will be afforded an opportunity to review and comment on any proposed amendments to this Manual. This policy revokes and supersedes all previous policies and procedures, handbooks, or memoranda.

Section 1. Purpose of the Manual

- A. Sweetwater County is a political subdivision of the State of Wyoming, created in law by the Wyoming legislature to provide for the local administration of state laws and statewide governmental programs, and other functions as authorized by the Wyoming legislature. To accomplish this, the legislature has delegated a portion of the sovereign powers of the State to be executed by various elected officers, including: the County Clerk, the County Attorney, the Board of County Commissioners, the County Treasurer, the County Coroner, the County Sheriff, the County Assessor and the Clerk of District Court. The rights and responsibilities of these offices are prescribed by the legislature. The general duties of the Board of County Commissioners are described in W.S. §18-3-504. Specifically, W.S. §18-3-504 (v) grants the Board broad authority to "represent the County, care for the County property and manage the business and concerns of the County in all cases where no provision is made by law." With few exceptions, the law fails to make provisions for management of the County's human resources; yet, in a service organization, such as a County government, employees are one of the most vital County resources. Furthermore, the costs for staffing County employees, including the costs for hiring, salaries, benefits, training and travel comprise a significant and ever-increasing portion of the County's budget. For these reasons, the Board of County Commissioners believes it is imperative to develop sound personnel policies and practices.
- B. To that end, it is the express purpose of this Manual to define and communicate those policies and procedures which the Sweetwater County Board of County Commissioners has enacted to facilitate legal, effective, and cost-efficient human resources management, recognizing that the taxpayers of Sweetwater County and the State of Wyoming should receive the maximum value for their tax dollars.
- C. It is not the intent of this Manual to in any way, usurp the lawful authority of any other Elected Official; rather, the intent is to communicate to County employees the policies which are within the scope of the County Commissioners' authority to implement.
- D. We value the employees of Sweetwater County and encourage them to make productive suggestions. We want you to succeed at your job.

CHAPTER 1: INTRODUCTION

- E. This Employee Manual, inclusive of the Acknowledgement Form and all attachments, sets forth the general administrative policies, goals, and benefits that apply to employees of Sweetwater County and replaces and supersedes all prior policy Manuals, policy resolutions, whether written or oral.
- F. You should use this Manual as a reference as you pursue your career with Sweetwater County. While this Manual does not include all of the guidelines or operating rules, it can still be used and applied as a general guide. This Manual will be updated from time to time and may be unilaterally amended by the Sweetwater County Commission at any time. When there is a change in a policy the Human Resources Department will update this Manual as soon as practicable and communicate changes to employees via their Elected Official or Department Head. Please discuss with your supervisor any questions you may have about this Manual or about your employment with Sweetwater County.

Section 2. Defined Terms

- A. “Board” – The Sweetwater County Board of County Commissioners.
- B. “Sweetwater County” or “the County” – As used in this Manual may refer to the geographical area within the boundaries of Sweetwater County, or to the government of Sweetwater County.
- C. “Elected Official” – A person lawfully holding the position of County Sheriff, County Assessor, County Attorney, County Coroner, County Treasurer, County Clerk, Clerk of District Court or County Commissioner, in accordance with W.S. § 18-3-101 through 18-3-907.
- D. “Contract Employee” – A person who has entered into a written employment contract with Sweetwater County to perform certain services for Sweetwater County for a period of time. The provisions of this Manual do not apply to Contract Employees, unless otherwise provided in the employee contract.
- E. “Chief Deputy” – Includes those persons holding the title of Chief Deputy or Undersheriff, and other persons appointed by an Elected Official to perform certain assigned duties as a lead supervisor, or as the primary person who assumes the duties of the Elected Official, in the Elected Official’s absence.
- F. “Department Head” – A person employed or appointed by the Sweetwater County Board of County Commissioners to supervise a department whose functions are within the exclusive purview of the Sweetwater County Board of County Commissioners. This definition includes, by way of example, the Human Resources Department and the Engineering Department.

CHAPTER 1: INTRODUCTION

- G. “Supervisor” – Any employee who has been delegated supervisory duties by an Elected Official, the Sweetwater County Board of County Commissioners, or a Department Head.
- H. “Regular Full-Time Employee” – Any person who is not an Elected Official, Chief Deputy, Temporary Employee, Independent Contractor or Contract Employee who performs assigned duties for compensation, and is regularly required to work at least forty (40) hours each week, excepting authorized leave.
- I. “Regular Part-Time Employee” – Any person who is not an Elected Official, Chief Deputy, Temporary Employee, Independent Contractor or Contract Employee who performs assigned duties for compensation, and is regularly required to work less than forty (40) hours a week.
- J. “Temporary Employee” – Any person who is hired for a certain length of time to perform specific duties. A temporary employee is not eligible to receive any benefits. This includes seasonal employees, or employees who are hired for a limited period to address an increased work load or an employee shortage.
- K. “Probationary Period Employee” – Any employee during the first six (6) months of employment is considered a Probationary Period Employee and is therefore employed at-will. During the probationary period, employment may be terminated at any time by either the County or the employee for any reason or for no reason at all, with or without notice. Elected Officials and/or Department Heads may extend this period of probation up to one (1) year to allow more time for employees to become acquainted with a job, as a result of absence or for unacceptable job performance.
- L. “Immediate Family” – Shall be as defined within the context of specific policies under this Manual.
- M. “Independent Contractor” – A person or entity, as defined by the Fair Labor Standards Act (FLSA), providing products or services to Sweetwater County pursuant to a specific agreement where the contract identifies the services to be performed and the contractor is responsible to exercise independent judgment in meeting the contract terms. Independent Contractors are not employees under the terms of these policies and derive no rights from these policies. Independent contractors are responsible for payment of any applicable payroll or other taxes.
- N. “Handbook, Manual, Guide” – These are interchangeable terms which describe this document in its entirety.
- O. “Employee” – Is a person who is a Regular Full-Time Employee, Regular Part-Time Employee or Temporary Employee, if he or she has been hired by an Elected Official or the Sweetwater County Board of County Commissioners to perform assigned duties for compensation. This definition does not include Contract Employees, Independent Contractors or volunteers.
-

CHAPTER 1: INTRODUCTION

- P. “At-Will Employee” – Refers to an employee whose employment with the County can be terminated either with or without cause. At-will employees include probationary employees and those employees who have received notice of their at-will status, upon hiring.
- Q. “Exempt Employee” – Is an employee whose position with Sweetwater County has been determined by Human Resources to be exempt from, or not covered by the minimum wage and overtime provisions of the Fair Labor Standards Act (FLSA).
- R. “Nonexempt Employee” – Is an employee whose position with Sweetwater County has been determined by Human Resources to be subject to the minimum wage and overtime provisions of the Fair Labor Standards Act (FLSA).
- S. “Confidential Information” – Is information prohibited from being disclosed pursuant to the Wyoming Public Records Act, W.S. § 16-4-201 *et. seq.*, or other provisions in Wyoming law.

Section 3 Policy Adoption, Filing and Dissemination

- A. The Sweetwater County Board of County Commissioners has exclusive authority to adopt this Manual and any amendments hereto. To the extent practicable, Elected Officials will be afforded an opportunity to review and comment on any proposed amendments to this Manual. This policy revokes and supersedes all previous policies and procedures, handbooks, or memoranda.
- B. The official copy of this Manual and all amendments will remain on file with the Sweetwater County Clerk.
- C. Dissemination of the Manual and any amendments shall be the responsibility of the Human Resources Department. Supervisors shall be responsible for ensuring that all employees within the supervisor’s respective area of responsibility have received the Manual and all amendments. However, it will be the sole responsibility of each employee to read and understand the provisions of this Manual and all amendments hereto.

Chapter 1 Introduction, Section 2 Defined Terms

Current Policy

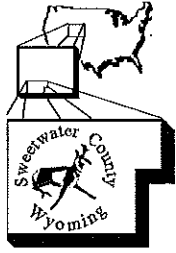
Section 2. Defined Terms

K. “Probationary Period Employee” – Any employee during the first six (6) months of employment is considered a Probationary Period Employee and is therefore employed at-will. During the probationary period, employment may be terminated at any time by either the County or the employee for any reason or for no reason at all, with or without notice. Elected Officials and/or Department Heads may extend this period of probation up to one (1) year to allow more time for employees to become acquainted with a job, as a result of absence or for unacceptable job performance.

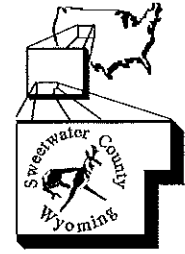
Proposed Policy

Section 2. Defined Terms

K. “Probationary Period Employee” – Any employee during the ~~first six (6) months of employment is probationary period, the first~~ which is typically six (6) months of employment is considered a Probationary Period Employee and is therefore employed at-will. During the probationary period, employment may be terminated at any time by either the County or the employee for any reason or for no reason at all, with or without notice. Elected Officials and/or Department Heads may extend this period of probation up to one (1) year to allow more time for employees to become acquainted with a job, as a result of absence or for unacceptable job performance.



Sweetwater County Department of Human Resources



80 W. Flaming Gorge Way, Ste. 17
Green River, WY 82935

E-MAIL: swchr@sweet.wy.us

Phone: 307-922-5429 (RS)
307-872-3910 (GR)
Fax: 307-872-3996

MEMORANDUM

TO: Sweetwater County Board of Commissioners
FROM: Garry McLean, HR Director *M*
DATE: November 12, 2021
RE: Remuneration for Exempt Employees who assisted with EOC/COVID Response

During the County response to the COVID – 19 epidemic and subsequent activation of the Emergency Operation Center (EOC), many county employees were called upon to support that response, including elected officials and both exempt and nonexempt personnel. The County ultimately submitted and received reimbursement for approximately \$104,721.83 of documentable time.

Some months ago, the Board briefly discussed the questions of whether or not exempt County personnel should receive some addition compensation or leave for their work during the COVID-19 response. Nonexempt (hourly) personnel were paid hour for hour for each hour worked during this period, in accordance with the Fair Labor Standards Act (FLSA). Elected officials are prohibited from receiving additional remuneration by W.S. § 18-3-107 (b).

Therefore, the question before the Board is whether any additional compensation is merited for exempt personnel during the COVID-19 response. Exempt employee are “exempt” from the minimum wage and overtime rules of the FLSA. As such, in general, work outside of normal work hours would not merit additional compensation. An exempt employee is paid a salary, not hourly, to perform their job. Hour for hour compensation would potentially jeopardize the “exempt” status of an employee.

Additional compensation for exempt employees is generally considered appropriate when there exists a truly extraordinary event, when exempt employee are asked to perform work they typically do not perform and/or for excessive hours worked in performance of such special work. The classic example of when extra compensation is merited for exempt employees is when a company experiences a labor strike and exempt personnel are forced to run a plant, mine or facility and remain at said facility until the work stoppage is resolved.

For the most part, Exempt County personnel, performed work consistent with their normal day-to-day responsibilities, even though COVID-19 pandemic was truly a novel event. However, it is unquestioned that everyone who participated in the COVID response and EOC activation performed considerable work outside of normal working hours.

If the Board would like to consider some form of compensation for this extra work/time what are the options.

Option – 1: Additional Compensation

Under this option, the board could pick an amount of additional compensation for additional work performed. For reasons previously mentioned, I would not consider hour for hour compensation, but rather a lump sum type of amount, similar to a salary to accomplish this goal. Arriving at a fair and equitable amount is difficult, since different people performed differing amounts of work at different times, but all played an important part of the overall response. As such, if this option were considered, I would recommend a flat dollar amount that is equal for all exempt personnel who participated, for example, \$6,000 per person.

Option – 2: Additional Leave

Under this option, the board could pick an amount of additional leave to compensate exempt personnel for the extra time/work put in for the COVID – 19 response. This makes some sense, since it was untenable for anyone to schedule or take leave during this period. The difficulty is that many exempt personnel are at or near the maximum leave accruals and, as such, such an option may not be considered much of a benefit.

Option – 3: Recognition

Provide exempt personnel and others who participated in the COVID -19 response with a recognition award, such as a chamber gift certificate, letter of recognition or award.

Recommendation

While COVID-19 and EOC activation was truly a unique event, the roles most exempt personnel played in the response were closely tied to their normal duties, training and skill. The COVID-19 response resulted in other County work being delayed. In that sense, the reimbursement to the general fund makes sense. Overtime is part of all exempt positions and the board must decide if the time demanded for exempt personnel was sufficient to warrant extra remuneration. I do not believe that it does. As such, I would recommend some form of personal recognition for the dedication, loyalty, creativity and cooperation exempt, nonexempt and elected officials exhibited throughout the COVID-19 response process, as it was truly a team effort.



SWEETWATER

C·O·U·N·T·Y



BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

Meeting Date Requested: 11/16/2021	Contact Phone and E-mail: mcleang@sweet.wy.us; deleonj@sweet.wy.us
Presenters Name, Title and Name of Organization: Garry McLean, HR Director John DeLeon, County Civil Attorney	Exact Wording for Agenda: Discussion Concerning OSHA COVID-19 Workplace Vaccine and Testing Mandate
Preference of Placement on Agenda & Amount of Time Requested for Presentation 30 mins	Will there be handouts? (If yes, include with meeting request form) no
Will handouts require SIGNATURES: no PLEASE CHECK THE BOX AND BRIEFLY EXPLAIN IF YOUR ITEM SHOULD BE MARKED CONFIDENTIAL: <input type="checkbox"/>	If you are submitting a Resolution or Proclamation- please email, in Word Format, to shoemakers@sweet.wy.us
Additional Information:	

INSTRUCTIONS:

- All requests to be added to the agenda, along with handouts and original documents to be signed, must be submitted in writing on the “Meeting Request Form” by Tuesday at 10:00 a.m. prior to the scheduled meeting and returned in person or electronically to Administrative Assistant Sally Shoemaker at: shoemakers@sweet.wy.us
If your handout is not accompanied with the request, your request may be dismissed and you may reschedule for the next meeting provided the handout(s) are received.
- If you are presenting a **Resolution or Proclamation**, it must be submitted in Word Format and emailed to: shoemakers@sweet.wy.us
- As always, if you are unable to attend the meeting after being placed onto an agenda, please send a representative in your place or your item may be rescheduled.
- In order to determine placement on the agenda, please review the county website www.sweet.wy.us on Thursday afternoon by clicking “Commissioner’s Agenda”.
- If a request to be placed on an agenda is received **AFTER** the deadline, you will be considered for the next meeting date.



Sweetwater County Department of Human Resources




80 W. Flaming Gorge Way, Ste. 17
Green River, WY 82935

E-MAIL: swchr@sweet.wy.us

Phone: 307-922-5429 (RS)
307-872-3910(GR)
Fax: 307-872-3996

MEMORANDUM

TO: Sweetwater County Board of Commissioners
FROM: Garry McLean, HR Director 
DATE: November 12, 2021
RE: Mandatory Vaccinations

Attached is some summary information for the Board to consider regarding the forthcoming Federal mandatory vaccination mandate for all employers over 100 employees. As you are aware the Wyoming legislature and others have a number of legal challenges to this issue, but the County still needs to be prepared to implement.

The goal at this juncture is to gather any board feedback prior to bringing forth a final policy and documents to comply with this mandate if necessary.

Date Published: October 2021

Whitepaper

COVID-19 Vaccines in the Workplace

Summary:

Employers have questions about vaccines in the workplace. Can I mandate vaccines? Can I ask if my employees have been vaccinated? What are the privacy considerations? The following is an overview of vaccinations in the workplace. Sample policies and waiver forms are available at the end of this document.

Important Notice:

The information provided herein is general in nature and designed to serve as a guide to understanding. These materials are not to be construed as the rendering of legal or management advice. If the reader has a specific need or problem, the services of a competent professional should be sought to address the particular situation.

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Introduction

With COVID-19 vaccines rolling out, employers are faced with decisions around how to manage them in the workplace. As with most employment law issues, these decisions are complex and require in-depth analysis. It is also important to remember that this information is specific to COVID-19 vaccines, and other vaccines, like for the flu, fall under different guidelines.

Federal, State, and Local Guidance and Restrictions

Employers should know and understand all guidance from federal, state, and local agencies on issues relating to vaccinations and the workplace. This information will help employers determine what they may and may not do regarding vaccines and their employees.

Besides state health departments, federal agencies include the Equal Employment Opportunity Commission (EEOC), the Occupational Safety and Health Administration (OSHA), and the Centers for Disease Control and Prevention (CDC). Each agency has different authority, and it essential to understand the guidance from each.

Mandating Vaccines in the Workplace

Some employers may want to require all employees to be vaccinated before returning to the workplace. While it's possibly okay to require a vaccine, it can be problematic.

The EEOC issued guidance regarding the COVID-19 vaccine, indicating that while employers can mandate employees get the vaccine, employers must engage in the interactive process if an employee cannot get the vaccine due to religious or disability reasons.

Under the Americans with Disabilities Act (ADA), employers can have a work standard that includes "a requirement that an individual shall not pose a direct threat to the health or safety of individuals in the workplace." However, suppose the employer wants to discipline an employee who refuses the vaccine. In that case, the employer must be able to prove objectively that an unvaccinated employee would pose a direct threat to the workplace and employees due to a "significant risk of substantial harm to the health or safety of the individual or others." Employers must be able to enforce this in every instance. Employers should assess whether the administrative time and attention needed to evaluate each request for an accommodation is something they can manage.

Employers will be acting consistently with the ADA as long as any screening implemented is consistent with advice from the CDC and public health authorities for that type of workplace at that time. Therefore, employers should evaluate their workplace to see if mandating the vaccine would be appropriate. They should also look to the CDC and public health authorities for guidance on mandating vaccines.

In addition, the National Labor Relations Act (NLRA) provides protection for both union and non-union employees regarding protected concerted activity. This NLRA provision may protect employees' rights who engage in concerted activities with regard to a vaccination

policy, including protesting or complaining to management about a mandatory vaccination policy or simply discussing the vaccine with co-workers. Employers with unions will need to check with the union or the collective bargaining agreement before mandating vaccines.

A few other considerations in mandating a vaccine:

- Determine whether they will require it for all positions or only certain positions.
- Pay: if you are going to require the vaccine, are you going to pay employees for the time they use to get it? If you are going to pay, consider overtime for non-exempt employees.
- Enforcement: will you truly be willing to fire or discipline employees who just don't get vaccinated? At what point would you have to close a department or the business if enough employees refuse? It is important to be consistent in how you manage refusals.

HR's Role in Workplace Vaccinations

Instead of requiring a vaccine, educating employees and making it easy for them to get the vaccine may be the better strategy. HR can take a primary role in communication and education.

Communicate early and often with employees regarding the benefits, availability, and efficacy of the vaccine. Consider the following:

- Present the information in easy to understand formats, such as posters that include graphics, short newsletters, or traditional mailers.
- Tout any perks or incentives associated with getting vaccinated.
- Include links and references to applicable policies and handbook statements.
- Communicate real-world examples of the positive outcomes of vaccination.
- Share positive stories regarding co-workers' vaccination experiences (with permission).
For example:
 - An email or video regarding an executive being vaccinated; or
 - A peer's positive experiences with the vaccine, Have them discuss the process of scheduling the vaccination appointment and any side effects or other challenges.
- Explain that vaccines are free, even if it's not covered by the employer's health insurance.
- Consider making it easier for employees to get vaccinated if possible:
 - Provide vaccinations on site to make them as convenient as possible.
 - Partner with a third party to provide vaccinations off site.
 - Provide paid time off for employees to get vaccinated on their own.
 - Offer vaccines to employees' family members.

Vaccination Policies

Employers may want to consider creating a vaccine policy. There are different options: policies can make vaccines mandatory or voluntary. Sample Policies can be found at the end of this document.

MANDATORY

Prior to a determination of whether vaccines will be mandatory, employers should:

- Ensure that such a mandate is job-related and consistent with business necessity.
- Conduct an individualized assessment of the workplace, including the potential risk of transmission and alternatives to the vaccination, to determine whether a vaccination mandate is necessary.
- Determine whether there are any state or local requirements or prohibitions with regard to employee vaccinations.

VOLUNTARY

This policy would encourage employees to receive the COVID-19 vaccination and educate them about the benefits and protections associated with the vaccine.

A policy that encourages vaccination by setting out facts based in science, law, and public health guidance will strengthen the position of an employer that is unable (or unwilling) to implement a vaccination mandate but still wishes to protect the health and safety of its employees. Rather than terminating or otherwise disciplining an employee who does not get vaccinated, an employer may require them under the policy to comply with other safety measures, e.g., wear a face covering, practice social distancing, or work remotely, if possible

Whether it is mandatory or voluntary, vaccine policies should:

- Provide a rationale for the policy. Explain the purpose of having a policy.
- Explain who is covered by the policy. Does it apply to all employees or just those who have public contact? If you will only cover certain employees, be sure you have legitimate business reasons for singling out some departments.
- Address proof of vaccination. For mandatory vaccination policies, make sure employees know who to send the proof to by title, and include contact information. Train managers so they know not to ask for any more information than the proof of vaccination, as more information may result in getting private health information. Explain to employees that proof of vaccination will be kept confidential.
- Adhere to privacy requirements. Your policy should adhere to any federal, state, or local privacy laws.
- Describe accommodation or exemption procedures. Address how the employer will engage in the interactive process. You can refer to other ADA or religious accommodation policies.
- Address pay; address how or if employees will be compensated for time spent getting vaccinated.
- Include consequences for non-compliance. You will need to be willing and able to uniformly enforce those consequences.

- Address leave and time off; determine whether employees may or must take paid time off, and what happens if employees don't have available paid time.

Sample Policies

MANDATORY POLICY (CAN BE MODIFIED TO MEET NEEDS)

COVID-19 Vaccination Policy

[Employer] is committed to protecting the health and well-being of our employees, their families, and members of our community against the coronavirus (COVID-19). This policy is based on guidance and recommendations issued by the federal Centers for Disease Control and Prevention (CDC) and other public health authorities. The COVID-19 vaccine has been determined to be a safe and effective measure for preventing COVID-19 infection.

Policy

[Employer] requires all employees to obtain and maintain up-to-date COVID-19 vaccinations, when available. [Employer] believes this is an important measure to protect the health and safety of employees, customers, clients, family members, and those who visit the workplace from COVID-19 infection.

All employees must maintain and provide written proof that they have been fully vaccinated against COVID-19 upon becoming eligible for COVID-19 vaccination. Employees must provide proof of vaccination to Human Resources. Note that employees should not provide proof of vaccination that includes any genetic information (e.g., family medical history). Any documentation received by an employee will be kept confidential to the extent required by law.

New hires must present proof of COVID-19 vaccination if vaccines are available and the employee is eligible at the time of hire.

This policy is mandatory except for employees with a documented medical and/or religious reason for not receiving the COVID-19 vaccine. The process for seeking an exemption or reasonable accommodation based on a medical and/or religious reason is addressed below.

Requests for Exemptions as a Reasonable Accommodation **[OPTION 1]**

An employee or job applicant who has a qualifying medical condition that contraindicates a COVID-19 vaccination, or (ii) who objects to being vaccinated on the basis of a sincerely held religious belief, observance, or practice may request an exemption from this vaccination policy. All requests should be directed to Human Resources.

[Employer] will engage in an interactive process to determine if an exemption as a reasonable accommodation may be appropriate. This process will involve exchanging information about the reasons for the request (e.g., information regarding the disability) and identifying appropriate workplace accommodations (e.g., remote work, if possible).

An exemption as a reasonable accommodation may be provided so long as it does not cause an undue hardship for the organization or pose a direct threat to others' health and safety. This determination will be made on a case-by-case basis. Any medical information

concerning an employee's or job applicant's limitations and/or reasonable accommodation needs will be kept in strict confidence in compliance with applicable federal, state, and local laws. Please refer to our reasonable accommodation procedure for further information. Employees and job applicants may request an exemption as a reasonable accommodation without fear of retaliation.

Requests for Exemptions [OPTION 2]

If there is a reason you cannot receive the vaccination contact [TITLE].

An exemption as a reasonable accommodation may be provided so long as it does not cause an undue hardship for the organization or pose a direct threat to others' health and safety. This determination will be made on a case-by-case basis. Any medical information concerning an employee's or job applicant's limitations and/or reasonable accommodation needs will be kept in strict confidence in compliance with applicable federal, state, and local laws. Please refer to our reasonable accommodation procedure for further information. Employees and job applicants may request an exemption as a reasonable accommodation without fear of retaliation.

[Add for non-exempt hourly employees]:

Compensation

Employees will be paid their hourly rate (and overtime, as applicable) for the time spent waiting and getting the COVID-19 vaccination, as well as for the waiting time after receiving the vaccine to monitor for an adverse reaction to the vaccine. If an employee receives a vaccine at a location separate from work, the employee will be also be compensated for the time traveling to and from the vaccination site.]

Non-compliance

An employee who does not provide proof that they have been fully vaccinated for COVID-19 (e.g., received two doses) after becoming eligible under the state's vaccine distribution plan will be considered non-compliant with this policy. Non-compliance will not be tolerated.

This provision does not apply to an employee who has been provided an exemption as a reasonable accommodation for a disability or a sincerely held religious belief. In the event that an employee is unable to receive a vaccine due to factors outside of their control (e.g., lack of vaccine supply), contact Human Resources.

(Warning: This mandatory vaccination policy may not be used in Oregon, which prohibits an employer from requiring an employee to get vaccinated as a condition of employment unless that immunization is required by federal or state law, rule or regulation)

VOLUNTARY POLICY (CAN BE MODIFIED TO MEET NEEDS)

COVID-19 Vaccination Policy

[Employer] is committed to protecting the health and well-being of our employees, their families, and members of our community against the coronavirus (COVID-19). This policy is based on guidance and recommendations issued by the federal Centers for Disease Control and Prevention (CDC), and other public health authorities. The COVID-19 vaccine has been determined to be a safe and effective measure for preventing COVID-19 infection.

Policy

[Employer] strongly encourages all employees to obtain and maintain up-to-date COVID-19 vaccinations. [Employer] believes this is an important measure to protect the health and safety of employees, customers, clients, family members, and those who visit the workplace from COVID-19 infection.

Employees may provide proof to Human Resources that they have been fully vaccinated against COVID-19. Note that employees should not provide proof of vaccination that includes any genetic information (e.g., family medical history). Any documentation received by an employee will be kept confidential to the extent required by law.

[Add for non-exempt hourly employees:

Compensation

Employees will be paid their hourly rate (and overtime, as applicable) for the time spent waiting and getting the COVID-19 vaccination, as well as for the waiting time after receiving the vaccine to monitor for an adverse reaction to the vaccine. If an employee receives a vaccine at a location separate from work, the employee will also be compensated for traveling to and from the vaccination site.]

Self-Certification of COVID-19 Vaccination Status

Please complete this self-certification with accurate and truthful information regarding your COVID-19 vaccination status. If you fail to complete the self-certification form, decline to provide information regarding your COVID-19 vaccination status, or certify that you are not fully vaccinated, [insert employer's name] will consider you to be unvaccinated against COVID-19.

[insert employer's name] only requests information that is reflected on the CDC COVID-19 Vaccination Record Card (e.g., vaccine manufacturer, date of dose(s)). Do not provide additional information, including medical or family history information, including the reason(s) for receiving or failing to receive vaccinations against COVID-19.

[OPTIONAL: [insert employer's name] may also request proof of vaccination (e.g., a copy of your CDC COVID-19 Vaccination Record Card) to be submitted to [insert Human Resources or appropriate department or contact (e.g., manager)]. Again, please do not provide any additional medical or family history information.]

All information provided will be kept confidential to the extent required by applicable law.

To Be Completed by Worker:

By checking the box below, I declare that the following statements are true:

COVID-19 Vaccination Status:

Fully Vaccinated*

Vaccine Manufacturer (e.g., Pfizer): _____

Dates of Dose(s): _____

Boosters (If any)

Partially Vaccinated**

Vaccine Manufacturer (e.g., Pfizer): _____

Date of Dose: _____

Not Yet Fully Vaccinated, COVID-19 Vaccine Scheduled for: _____

Not Vaccinated

Decline to Respond

* The Centers for Disease Control and Prevention (CDC) considers an individual *fully vaccinated* if they are:

- Two weeks after their second dose in a two-dose series, such as the Pfizer or Moderna vaccines, or
- Two weeks after a single-dose vaccine, such as Johnson & Johnson's Janssen vaccine.

** *Partially vaccinated* means having had one dose of the two-dose series, such as the Pfizer or Moderna vaccines.

I understand I am required to provide accurate and truthful information in response to the questions above and that failure to do so may result in disciplinary action, up to and including termination. I hereby certify that I provided accurate and truthful information to the questions above. I am also aware that [insert employer's name] may request documentation proving my vaccination status (e.g., CDC COVID-19 Vaccination Record Card) and that failure to provide that documentation may result in disciplinary action, up to and including termination.

Employee Name: _____

Employee Date of Birth: _____

Signature: _____

Date: _____

Sample Exemption/Accommodation Forms

REQUEST FOR RELIGIOUS EXEMPTION/ACCOMMODATION RELATED TO COVID-19 VACCINE

COMPANY (“Company”) is committed to providing equal employment opportunities without regard to any protected status and a work environment that is free of unlawful harassment, discrimination, and retaliation. As such, the Company is committed to complying with all laws protecting employees’ religious beliefs and practices. When requested, the Company will provide an exemption/reasonable accommodation for employees’ religious beliefs and practices which prohibit the employee from receiving a COVID-19 vaccine, provided the requested accommodation is reasonable and does not create an undue hardship for the Company or pose a direct threat to the health and/or safety of others in the workplace and/or to the requesting employee.

To request an Exemption/Accommodation related to the Company’s COVID-19 vaccination policy, please complete this form and return it to Human Resources. This information will be used by Human Resources or other appropriate personnel to engage in an interactive process to determine eligibility for and to identify possible accommodations. If an employee refuses to provide such information, the employee’s refusal may impact the Company’s ability to adequately understand the employee’s request or effectively engage in the interactive process to identify possible accommodations.

To Be Completed by Employee

Name: _____

Date of Request: _____

Please explain below why you are requesting an Exemption/Accommodation:

In some cases, the Company will need to obtain additional information and/or documentation about your religious practice(s) or belief(s). We may need to discuss the nature of your religious belief(s), practice(s) and accommodation with your religion’s

spiritual leader (if applicable) or religious scholars to address your request for an exception.¹

If requested, can you provide documentation to support your belief(s) and need for an accommodation? _____ Yes _____ No

If no, please explain why not:

Verification and Accuracy

I verify that the information I am submitting in support of my request for an accommodation is complete and accurate to the best of my knowledge, and I understand that any intentional misrepresentation contained in this request may result in disciplinary action.

I also understand that my request for an accommodation may not be granted if it is not reasonable, if it poses a direct threat to the health and/or safety of others in the workplace and/or to me, or if it creates an undue hardship on the Company.

Signature: _____

Date: _____

Print Name: _____

HR Use only:

Date this Request Form Received in Human Resources: _____

Interactive Discussion Date(s) if applicable:

¹ Be careful here. Unlike medical accommodations, requesting documentation should not be the first step for religious accommodation requests. Guidance from the EEOC states: Because the definition of religion is broad and protects beliefs, observances, and practices with which the employer may be unfamiliar, the employer should ordinarily assume that an employee's request for religious accommodation is based on a sincerely held religious belief. If, however, an employee requests religious accommodation, and an employer has an objective basis for questioning either the religious nature or the sincerity of a particular belief, observance, or practice, the employer would be justified in seeking additional supporting information. <https://www.eeoc.gov/laws/guidance/section-12-religious-discrimination>

Exemption/Accommodation granted? Yes _____ No _____

Describe Exemption/Accommodation:

If Exemption/Accommodation granted, list required alternative safety precautions required:

If Exemption/Accommodation not granted, explain why not:

Name of Representative: _____

Signature of Representative: _____

Date: _____

Request for Medical Exemption/Accommodation Related to COVID-19 Vaccine

COMPANY ("Company") is committed to providing equal employment opportunities without regard to any protected status and a work environment that is free of unlawful harassment, discrimination, and retaliation. As such, the Company is committed to complying with all laws protecting individuals with disabilities or medical conditions. When requested, the Company will provide an exemption/reasonable accommodation for any known medical condition or disability of a qualified individual which prevents the employee from receiving a COVID-19 vaccine, provided the requested accommodation is reasonable and does not create an undue hardship for the Company and/or pose a direct threat to the health or safety of others in the workplace and/or to the requesting employee.

To request an Exemption/Accommodation related to the Company's COVID-19 vaccination policy, please complete Part 1 of this form, have your healthcare provider complete Part 2 (the certification portion), and return them to Human Resources. This information will be used by Human Resources or other appropriate personnel to engage in an interactive process to determine whether an employee is eligible for such exemption/accommodation and if so, to determine the reasonable accommodations which can be provided that would enable the employee to perform the essential functions of their position without posing a threat of harm to self or others. If an employee refuses to provide such information, the

employee's refusal may impact the Company's ability to adequately understand the employee's request or to effectively engage in the interactive process to identify possible accommodations.

Medical exemptions/accommodations for the COVID-19 vaccine will be considered if the employee provides a written certification by a licensed, treating medical provider [a physician (MD or DO), nurse practitioner (NP), or physician's assistant (PA)], of one of the following:

1. The applicable CDC contraindication for the COVID-19 vaccine, **or**
2. The applicable contraindication found in the manufacturer's package insert for the COVID-19 vaccine, **or**
3. A statement that the physical condition of the person or medical circumstances relating to the person are such that immunization is not considered safe, indicating the specific nature and probable duration of the medical condition or circumstances that contraindicate immunization with the COVID-19 vaccine.

IMPORTANT NOTICE ABOUT GINA

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA Title II from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, we are asking that you not provide any genetic information when responding to this request for medical information. 'Genetic information' as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

Part One: To Be Completed by Employee:

Name: _____

Date of Request: _____

Verification and Accuracy

I verify that the information I am submitting in support of my request for an accommodation is complete and accurate to the best of my knowledge, and I understand that any intentional misrepresentation contained in this request may result in disciplinary action.

I also understand that my request for an accommodation may not be granted if it is not reasonable, if it poses a direct threat to the health and/or safety of others in the workplace and/or to me, or if it creates an undue hardship on the Company.

Signature: _____

Date: _____

Print Name: _____

Part Two to be Completed by Employee's Medical Provider

Company Name: _____

Employee Name: _____

Attention Medical Provider:

COMPANY requires a COVID-19 vaccination as a condition of employment. The above-named employee is requesting an exemption from this vaccination requirement. A medical exemption from the COVID-19 vaccination may be allowed for certain recognized contraindications.

Please complete the form below. Should you have any questions, please contact _____ at _____. Thank you.

The above person should not be immunized for COVID-19 for the following reasons (Please check all that apply.):

- History of previous allergic reaction to indicate an immediate hypersensitivity reaction to a component of the vaccine.
- The physical condition of the person or medical circumstances relating to the person are such that immunization is not considered safe. Please indicate the specific nature and probable duration of the medical condition or circumstances that contraindicate immunization with the COVID-19 vaccine.
- Other – Please provide this information in a separate narrative that describes the exemption in detail.

I certify that _____ has the above contraindication and request a medical exemption from the COVID-19 vaccination.

Medical Provider Signature: _____

Date: _____

Print Name: _____

Address: _____

Phone Number: _____

Part Three to be Completed by Human Resources

Date this Request Form Received in Human Resources: _____

Interactive Discussion Date(s) if applicable:

Exemption/Accommodation granted? Yes _____ No _____

Describe Exemption/Accommodation:

If Exemption/Accommodation granted, list required alternative safety precautions required:

If Exemption/Accommodation not granted, explain why not:

Name of Representative: _____

Signature of Representative: _____

Date: _____

OSHA Issues COVID-19 Workplace Vaccine-or-Testing Policy

By Lisa Nagele-Piazza, J.D., SHRM-SCP

November 6, 2021

Update: Federal Appeals Court Blocks Vaccine-or-Testing Policy

On Nov. 6, the 5th U.S. Circuit Court of Appeals in New Orleans issued a stay temporarily blocking President Biden's new COVID-19 vaccination businesses with at least 100 employees companywide. The court issued the ruling after a range of lawsuits were filed in states across the country.

The appeals court granted the emergency stay stopping enforcement of the new policy, saying it raises "grave statutory and constitutional issues" and was suspended "pending further action by this court."

The U.S. Department of Labor (DOL) responded quickly to the court action. "The Occupational Safety and Health Act explicitly gives OSHA the authority to issue an emergency order where the agency finds that workers are subjected to a grave danger and a new standard is necessary to protect them," said Seemee Seemee, DOL's chief of staff. "We are fully prepared to defend this standard in court."

The 5th Circuit ordered the Biden administration to file initial legal papers by late Monday afternoon and is expected to move quickly to rule on whether the policy can be enforced.

Covered employers should still prepare for the upcoming deadlines (www.shrm.org/ResourcesAndTools/legal-and-compliance/employment-law/Plan-for-Vaccine-or-Testing-Rule-While-Litigation-Ensues.aspx) while litigation is pending, according to employment law attorneys.

For continuing coverage of the new vaccine-or-testing policy, visit SHRM's COVID-19 Vaccination Resources Page

(https://c.shrm.org/dc/Bblvn7IUvEnneGOj_JtenS7F1f5KTqyTa7QWQxXvDf1q-MrXfwu9S0dID4H6NaHOtlk1JiCE6PJkoLfAUYEYEV-X9M5J-rE19NMCviGQoSXsTW5jmwE9vR7aN91i51zZsmxD6GQUt2PSXqm8NBU2j6aKT3r4JTUStvGvv53zya9jO47j2ekHfJzTCWMMnUDGs15d4NPzaE2ZpPxOwzIcsgoh0eMjySDMFnguhz_H-3lyWZAzMvOEJyN3YVWxyUkWPc8gZkkvo2tiNufrawITOkIUaGfSDaFspYB0xtBYnrckob2JDEsTu-200VXINOUizHwarNBvmjliGkZP1t9DNJPyJoPMWdKTWHeKZtnyxtantOr1/ODIzLVRXUy05ODQAAAGAlgfAKxOHGDX7t5_NebEwYgmK7e8LFXItM1maZLmixrd0-U=.)).

The Occupational Safety and Health Administration (OSHA) released its highly anticipated emergency temporary standard (<https://public-inspection.federalregister.gov/2021-23643.pdf>), which was published in *The Federal Register* on Nov. 5. The rule will require businesses with at least 100 employees companywide to ensure their employees get vaccinated against the coronavirus or wear a mask and test for COVID-19 on at least a weekly basis.

"Employers have two months now to figure out what path they want to choose: mandate the vaccine for all or allow for testing," noted Daniel A. Schwartz, an attorney with Shipman & Goodwin in Hartford, Conn. Employers will have to weigh the pros and cons of each choice for their particular business, he said.

The Details

The White House announced the following details (<https://www.whitehouse.gov/briefing-room/statements-releases/2021/11/04/fact-sheet-biden-administration-announces-details-of-two-major-vaccination-policies/>) about the ETS:

- All unvaccinated workers must begin wearing masks by Dec. 6, according to OSHA, and provide a negative COVID-19 test on a weekly basis beginning Jan. 4.
- Employers must pay employees for the time it takes to get vaccinated and recover from any side effects that prevent them from working.
- Companies are not required to pay for or provide the tests unless they are otherwise required to by state or local laws or in labor union contracts.

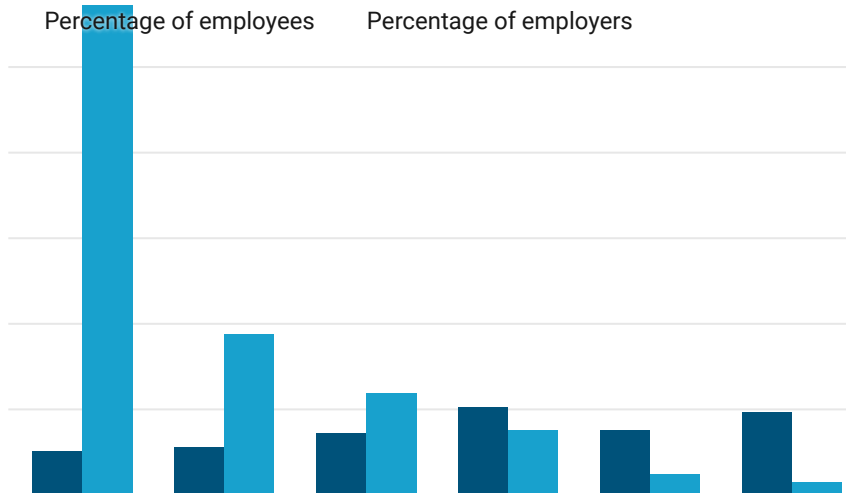
"Not surprisingly, the ETS requires employers to establish written policies to implement the mandate-or-test requirements," said Jackie Gessner, an attorney with Barnes & Thornburg in Indianapolis. She noted that OSHA built in some limited coverage exceptions. For example, remote and outdoor workers are not required to comply.

Notably, the deadline for federal contractors to comply with vaccination requirements under Executive Order 14042 has been pushed back to Jan. 4 to align with OSHA's ETS. But the White House explained that OSHA's ETS will not be applied to workplaces that are covered by the federal contractor requirement or a new vaccination directive from the Centers for Medicare & Medicaid Services for health care workers at facilities that participate in Medicare and Medicaid programs. Therefore, "employers will not have to track multiple vaccination requirements for the same employees," the White House said.

OSHA's ETS is expected to cover about two-thirds of private-sector employees (more than 76 million workers), but less than 2.5 percent of private-sector employers (about 123,000 companies), according to the latest Bureau of Labor Statistics data.

Distribution of U.S. Private-Sector Employees and Employers

OSHA's emergency temporary standard affects employers with 100 or more employees, representing almost two-thirds of private-sector employees (76 million workers), but less than 2.5 percent of private-sector employers (123,000 companies), according to the latest Bureau of Labor Statistics data.



Feedback

The rule will also cover state and local public-sector workers, including teachers and school staff, in the 26 states and two territories that operate their own OSHA state plan (

[SHRM members-only webcast: *Guidance on OSHA's Vaccination and Testing Emergency Temporary Standard for COVID-19* (www.shrm.org/LearningAndCareer/learning/webcasts/Pages/1121oshaets.aspx)]

Reactions to OSHA's Rule

"COVID-19 has had a devastating impact on workers, and we continue to see dangerous levels of cases," said U.S. Labor Secretary Marty Walsh. "We must take action to implement this emergency temporary standard to contain the virus and protect people in the workplace against the grave danger of COVID-19. Many businesses understand the benefits of having their workers vaccinated against COVID-19, and we expect many will be pleased to see this OSHA rule go into effect."

Some workers, however, may still be hesitant to get vaccinated. "That's why leading with empathy will be key to creating the environment of trust and mutual understanding we need to successfully navigate this new workplace challenge," said Sydney Heimbrock, chief industry advisory for government for Qualtrics, an experience management platform based in Provo, Utah.

Employers in some industries are concerned about the impact of the vaccine-or-testing rule in a tight labor market. "Over the past 19 months, retailers across the country have taken extraordinary measures to keep their employees, customers and communities safe during the COVID-19 pandemic," said David French, the National Retail Federation's senior vice president for government relations. "It is critical that the rule not cause unnecessary disruption to the economy, exacerbate the pre-existing workforce shortage or saddle retailers, who are already taking considerable steps to keep their employees and customers safe, with needless additional requirements and regulatory burdens."

FEATURED RESOURCE CENTER

COVID-19 Vaccination Resources (www.shrm.org/hr-today/news/hr-news/Pages/COVID-19-Vaccination-Resources.aspx)

Lawsuits Expected

Legal challenges to the ETS are expected, particularly from attorneys general in states that oppose vaccination requirements.

In Texas, Gov. Greg Abbott issued an executive order (www.shrm.org/resourcesandtools/legal-and-compliance/state-and-local-updates/pages/texas-ban-on-covid-19-vaccine-mandates.aspx) banning employers (and other entities) from enforcing COVID-19 vaccination requirements if employees object for a broader range of reasons than federal directives allow. According to the Texas order, "No entity in Texas can compel receipt of a COVID-19 vaccine by any individual, including an employee or a consumer, who objects to such vaccination for any reason of personal conscience, based on a religious belief, or for medical reasons, including prior recovery from COVID-19." Businesses that fail to comply with the order may face fines of up to \$1,000 per violation.

However, OSHA's ETS pre-empts all state and local requirements, including in locations "with state plans that ban or limit the authority of employers to require vaccination, face covering, or testing," according to the rule.

Watch for more details on SHRM.org (www.shrm.org/?_ga=2.80627925.39661188.1635776966-2139131526.1629815573), and for the SHRM members-only webcast (www.shrm.org/LearningAndCareer/learning/webcasts/Pages/1121oshaets.aspx) focused on the new OSHA guidelines.

RECOMMENDED READING FOR YOU



Feedback

OSHA Sends COVID-19 Vaccination Rule to White House for Review

Unions Pressure OSHA to Make Temporary COVID-19 Rule Permanent

Here's What Employers Need to Know About OSHA's COVID-19 Directives

Will OSHA Release a COVID-19 Emergency Temporary Standard?

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Feedback



SWEETWATER C.O.U.N.T.Y



BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

Meeting Date Requested: 11/16/21	Contact Phone and E-mail: 307-872-4510 bailie.dockter@crhd.org
Presenters Name, Title and Name of Organization: Bailie Dockter, CEO & Dan Stanton Board Chair, Castle Rock Hospital District	Exact Wording for Agenda: Update from Castle Rock Ambulance Service
Preference of Placement on Agenda & Amount of Time Requested for Presentation 15 minutes	Will there be handouts? (If yes, include with meeting request form) No
Will handouts require SIGNATURES: PLEASE CHECK THE BOX AND BRIEFLY EXPLAIN IF YOUR ITEM SHOULD BE MARKED CONFIDENTIAL: <input type="checkbox"/>	If you are submitting a Resolution or Proclamation- please email, in Word Format, to shoemakers@sweet.wy.us
Additional Information: 	

INSTRUCTIONS:

- All requests to be added to the agenda, along with handouts and original documents to be signed, must be submitted in writing on the “Meeting Request Form” by Tuesday at 10:00 a.m. prior to the scheduled meeting and returned in person or electronically to Administrative Assistant Sally Shoemaker at: shoemakers@sweet.wy.us
If your handout is not accompanied with the request, your request may be dismissed and you may reschedule for the next meeting provided the handout(s) are received.
- If you are presenting a Resolution or Proclamation, it must be submitted in Word Format and emailed to: shoemakers@sweet.wy.us
- As always, if you are unable to attend the meeting after being placed onto an agenda, please send a representative in your place or your item may be rescheduled.
- In order to determine placement on the agenda, please review the county website www.sweet.wy.us on Thursday afternoon by clicking “Commissioner’s Agenda”.
- If a request to be placed on an agenda is received AFTER the deadline, you will be considered for the next meeting date.



SWEETWATER

C·O·U·N·T·Y



BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

Meeting Date Requested: November 16, 2021	Contact Phone and E-mail: lacker@swcounseling.org 307-352-6677
Presenters Name, Title and Name of Organization: Linda Acker, Director of Southwest Counseling Service and Southwest Counseling Representative	Exact Wording for Agenda: Southwest Counseling Contract
Preference of Placement on Agenda & Amount of Time Requested for Presentation Last item before executive session	Will there be handouts? (If yes, include with meeting request form) Yes
Will handouts require SIGNATURES: PLEASE CHECK THE BOX AND BRIEFLY EXPLAIN IF YOUR ITEM SHOULD BE MARKED CONFIDENTIAL: <input type="checkbox"/>	If you are submitting a Resolution or Proclamation- please email, in Word Format, to shoemakers@sweet.wy.us
Additional Information:	

INSTRUCTIONS:

- All requests to be added to the agenda, along with handouts and original documents to be signed, must be submitted in writing on the "Meeting Request Form" by Tuesday at 10:00 a.m. prior to the scheduled meeting and returned in person or electronically to Administrative Assistant Sally Shoemaker at: shoemakers@sweet.wy.us
If your handout is not accompanied with the request, your request may be dismissed and you may reschedule for the next meeting provided the handout(s) are received.
- If you are presenting a **Resolution or Proclamation**, it must be submitted in Word Format and emailed to: shoemakers@sweet.wy.us
- As always, if you are unable to attend the meeting after being placed onto an agenda, please send a representative in your place or your item may be rescheduled.
- In order to determine placement on the agenda, please review the county website www.sweet.wy.us on Thursday afternoon by clicking "Commissioner's Agenda".
- If a request to be placed on an agenda is received **AFTER** the deadline, you will be considered for the next meeting date.

**AGREEMENT
BETWEEN
BOARD OF COUNTY COMMISSIONERS FOR SWEETWATER COUNTY AND
SOUTHWEST COUNSELING SERVICES**

THIS AGREEMENT is made and entered into by and between Sweetwater County, Wyoming, 80 West Flaming Gorge Way, Green River, Wyoming 82935 (“COUNTY”) and corporation, Southwest Counseling Services (“SCS”), 2300 Foothill Blvd., Rock Springs, WY 82901. The parties agree as follows:

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1. PURPOSE

A. COUNTY is the sole owner of the real property, attachments, additions, alterations, improvements and grounds located at 2300 Foothill Blvd., Rock Springs, WY 82901, ~~26061 Century Blvd., Rock Springs, WY 82901, 128 Skyline Drive, Apt. D, Rock Springs, WY 82901,~~ 158 Washakie Drive, Rock Springs, WY 82901, 795 Duran, Rock Springs, WY 82901, 1901 Churchill, Rock Springs, WY 82901, 2706 Ankeny Way, ~~Rock Springs, WY 2708 Ankeny Way,~~ Rock Springs, WY 82901, 1414 9th Street, Rock Springs, WY 82901, 1124 College Drive, Rock Springs, WY 82901, 3416 White Mountain Blvd., Rock Springs, WY 82901, 3310 Sweetwater Drive, Rock Springs, WY 82901, 916 Continental Street, Rock Springs, WY 82901, ~~2061 Century Blvd., Rock Springs, WY 82901~~ (hereinafter referred to as the “Property”). So as to provide for ~~behavioral health~~ **behavioral health** services of **outpatient and residential services** including adult crisis stabilization, adult social detoxification, **emergency services**, Title 25 services, ~~ecounseling-counseling~~ and suicide prevention (W.S. §18-2-112), to provide for the operation, maintenance and care of the Property (W.S. §18-3-504(a)(v), in determination that services herein provided are in the best interest of the citizens of Sweetwater County (W.S. §18-3-504(a)(v)) and pursuant to the terms herein, COUNTY is willing to permit the use of the Property for the performance of the herein described services and SCS functions.

B. In consideration of the recitals, mutual promises, covenants, obligations, the receipt and sufficiency of which is hereby acknowledged, and the terms, covenants and conditions hereof, and intending to be bound by the same, SCS may have access to the Property subject to the terms and conditions that follow.

2. TERM

This Agreement shall commence on July 1, 2021, or the date last executed by the duly authorized representatives of the parties to this Agreement, whichever is later, and shall remain in full force and effect until June 30, 2022.

3. PAYMENT

During the term of this Agreement, COUNTY shall budget \$590,488.00 and shall provide payment in accordance with actual collection of taxes.

4. RESPONSIBILITIES OF SOUTHWEST COUNSELING SERVICES

A. SCS shall operate 24/7 on-call Emergency Services by Master Level Clinician who responds to the Memorial Hospital of Sweetwater County, Sweetwater County Detention Center, as well as other crisis calls in the community.

B. SCS shall provide Adult Crisis Stabilization which is an intense supervised residential service covering a myriad of circumstances ranging from suicidal ideation, observation and de-escalation, diversion prior to Title 25 holds or a step down from the initial 72 hours of Title 25 when appropriate as to provide a less restrictive placement option. ~~Crisis Stabilization is utilized for acute behavioral health crisis which directly impacts the County's budget as it relates to Title 25 when used prior to a Title 25. ~~72-~~ hour hospitalization. Crisis Stabilization is also for individuals released early from the 72 hour hold.~~ SCS will provide a report of Title 25 diversions to Adult Crisis Stabilization.

C. SCS shall provide Adult Social Detoxification which assists persons with detoxification from alcohol or drugs in a safe, supportive environment. This service provides a continuum of care to Sweetwater County. ~~Individuals must be medically cleared from Memorial Hospital of Sweetwater County prior to admission into social detox short-term placement.~~

D. SCS shall provide treatment services in the Sweetwater County Detention Center to the male and female inmates that meet the therapeutic criteria for enrollment into the jail based treatment programs, ~~as SCS staffing levels are able to accommodate.~~ SCS will provide a monthly report for the previous month of the dates, duration and number of attendees participating in the women's jail based treatment services. Additional reports will be provided as requested by the Sweetwater County Sheriff's Office. ~~As SCS staffing levels are able to accommodate.~~

E. SCS shall be responsible for and shall pay for or repair any damage to the Property and to any fixtures and equipment in or on the premises caused by SCS employees, agents or events. SCS shall be responsible for the operation, maintenance and care of the Property including, but not limited to maintaining insurance for the Property and indemnifying the County as to the property and services provided.

F. SCS may provide services and functions for the citizens of Sweetwater County consistent with their purposes.

G. SCS shall, at its sole cost and expense insure the Property ~~contents~~ and all activities ~~with General and Professional Liability, Directors and Officers, and cyber security~~ in connection with this Agreement, and shall obtain, keep in force and maintain insurance that complies with all state, county, municipal or other insurance regulations required to perform the activities on the Property. SCS shall indemnify, hold harmless and defend COUNTY as to said property and activities. ~~The County as the sole owner of the properties occupied by Southwest Counseling~~

Service will cover and comply with insurance requirements of owned properties per state, county, municipal or other insurance regulations.

5. COUNTY'S RESPONSIBILITIES

- A. COUNTY shall make payments as described herein.
- B. COUNTY shall allow SCS to use the Property for events and functions and providing for the COUNTY'S needs described herein.
- C. COUNTY may assist in grant funding and industrial siting.
- D. COUNTY's only obligations to SCS are contained in the express language of this Agreement and COUNTY has no obligation to provide SCS with any additional services or equipment.

6. SPECIAL PROVISIONS

- A. SCS shall not, without COUNTY's prior written approval and at SCS's own expense, make alterations, additions, or improvements in and to the buildings or grounds. Any alterations shall be performed in a workmanlike manner and shall not weaken or impair the structural strength or lessen the value of the building. Any improvements to the Property made by SCS shall become part of the Property and the sole property of COUNTY.
- B. SCS shall not use or occupy the buildings, grounds or any part thereof for any unlawful or ultra-hazardous purpose. SCS agrees to use the buildings and grounds in full compliance with all state, federal and local laws, rules and regulations and with all City ordinances.

7. GENERAL PROVISIONS

- A. Independent Contractor: The services to be performed by SCS are those of an independent contractor and not as an employee of COUNTY. SCS is not eligible for COUNTY benefits and will be treated as an independent contractor for federal tax filing purposes. SCS assumes responsibility for its personnel who provide services pursuant to this contract and will make all deductions required of employers by state, federal and local laws and shall maintain liability insurance for each of them. SCS is free to perform the same or similar services for others.
- B. Acceptance Not Waiver: No waiver by COUNTY of any breach or default by SCS in the performance of any of the provisions, agreements or covenants hereunder shall be construed as a waiver of such provision, agreement or covenant or of any other or subsequent breach thereof.
- C. Termination: This Agreement may be terminated (a) by either party at any time for failure of the other party to comply with the terms and conditions of this Agreement; (b) by either

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party, with thirty (30) days prior written notice to the other party; or (c) upon mutual written agreement by both parties.

D. Entire Agreement: This Agreement (6 pages) represents the entire and integrated agreement and understanding between the parties and supersedes all prior negotiations, statements, representations and agreements, whether written or oral and serves as written notice of termination of any prior Agreements.

E. Assignment: Neither this Agreement, nor any rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of the other party.

F. Modification: This Agreement shall be modified only by a written agreement, duly executed by all parties hereto.

G. Invalidity: If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, or if the COUNTY is advised of any such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of the parties that the provisions of this Agreement are fully severable.

H. Contingencies: SCS certifies and warrants no gratuities, kick-backs or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this Agreement.

I. Discrimination: All parties agree they will not discriminate against any person who performs work under the terms and conditions of this Agreement because of race, color, gender, creed, handicapping condition, or national origin.

J. ADA Compliance: All parties agree they will not discriminate against a qualified individual with disability, pursuant to a law as set forth in the Americans With Disabilities Act, P.L. 101-336, 42 U.S.C. § 12101, *et seq.*, and/or any properly promulgated rules and regulations relating thereto, and each party further agrees to indemnify, defend, release, save and hold harmless the other and their officers, agents and employees from any causes of action or claims or demands arising out of the failure of that party in performing this Agreement to comply with the requirements, responsibilities and/or duties as such are set forth in the Americans With Disabilities Act and/or properly promulgated rules and regulations related thereto.

K. Governmental/Sovereign Immunity: COUNTY does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 *et seq.*, by entering into this Agreement. Further, COUNTY fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this Agreement.

L. Indemnification: To the fullest extent permitted by law, SCS agrees to indemnify, hold harmless and defend COUNTY, their elected and appointed officials, employees and volunteers from any and all liability for injuries, damages, claims, penalties, actions, demands or expenses arising from or in connection with this Agreement or arising from SCS use of the Property. SCS shall carry liability insurance sufficient to cover its obligations under this provision and provide COUNTY with proof of such insurance. Further, SCS shall notify COUNTY, sixty (60) days prior to termination or any change to its liability insurance.

M. Third Parties: 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 the Agreement, and shall inure solely to the benefit of the parties to this Agreement.

N. Conflict of Interest: COUNTY and SCS affirm, to their knowledge, no SCS employee has any personal beneficial interest whatsoever in the Agreement described herein. No staff member of SCS, compensated either partially or wholly with funds from this Agreement, shall engage in any conduct or activity which would constitute a conflict of interest relative to this Agreement.

O. Force Majeure: Neither party shall be liable to perform under this Agreement if such failure arises out of causes beyond control, and without the fault or the negligence of said party. Such causes may include, but are not restricted to, Act of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of said party.

P. Notices: All notices required and permitted under this Agreement shall be deemed to have been given, if and when deposited in the U.S. Mail, properly stamped and addressed to the party for whom intended at such party's address listed herein, or when personally delivered to such party. A party may change its address for notice hereunder by giving written notice to the other party.

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**AGREEMENT
BETWEEN
BOARD OF COUNTY COMMISSIONERS FOR SWEETWATER COUNTY AND
SOUTHWEST COUNSELING SERVICES**

Signature Page

SWEETWATER COUNTY, WYOMING

By: _____ Date _____
Randal M. Wendling, Chairman, Sweetwater County Commissioners

ATTEST:

By: _____ Date _____
Cynthia L. Lane, Sweetwater County Clerk

SOUTHWEST COUNSELING SERVICES

By: _____ Date _____
Southwest Counseling Services

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

REVIEWED AND APPROVED AS TO FORM ONLY:

By: _____ Date _____
Sweetwater County Attorney