

NOTICE:

**THE SWEETWATER COUNTY BOARD OF COUNTY COMMISSIONERS WILL MEET ON
TUESDAY, AUGUST 16, 2022 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, the Board of
County Commissioners' meeting will be held in person and using video conferencing**

**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/c/SweetwaterCountyGovernment>
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@sweetwatercountywy.gov

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@sweetwatercountywy.gov**

PRELIMINARY

**Tab A 8:30 CALL TO ORDER
 QUORUM PRESENT
 PLEDGE OF ALLEGIANCE
 MOMENT OF SILENCE
 APPROVAL OF AGENDA
 APPROVAL OF MINUTES: 8-2-22**

Tab B ACCEPTANCE OF BILLS

1. Approval of County Vouchers/Warrants (EAL's)

2. Approval of Monthly Reports

Tab C PUBLIC HEARING- PLANNING & ZONING

- | | |
|---|-----------|
| 1. LR Communications- Conditional Use Permit | M. Toomer |
| Communications Tower (Wireless Internet Site) | |
| 2. Brenda Baker- Conditional Use Permit- Pet Boarding | |
| & Grooming | |

COUNTY RESIDENT COMMENTS/CONCERNS

8:55

ACTION/PRESENTATION ITEMS

- | | | | |
|--------------|--------------|--|--------------|
| Tab D | 9:10 | Publication of Name, Position, Base Annual Salary of and Amount of Overtime Pay Paid to Each Full-Time County Employee and Each Elected Official | C. Lane |
| Tab E | 9:15 | Approval of a Catering Permit for Santa Fe Trail Inc. DBA Santa Fe Southwest Grill on August 30, 2022 for the Solvay Picnic at Jamestown SWCO Picnic Grounds | C. Lane |
| Tab F | 9:20 | AML Surface Owners Consent for Exploratory Drilling
400 C Street | G. Legerski |
| Tab G | 9:25 | Request to Restaff Positions | G. McLean |
| | | 1. Detention Center | Sheriff |
| | | 2 (a). Staff Temporary Position in the Clerk of District Court's Office | D. Bobak |
| | | 2 (b). Full-time Vacant Position in the Clerk of District Court's Office | |
| Tab H | 9:35 | Presentation of WYDOT's Annual Transportation Plan & Local Government Collaboration | P Stinchcomb |
| | 10:20 | Break | |
| Tab I | 10:30 | Miner's Hospital Board Appointment | BOCC |

Tab J	10:35	Amended Combined Communications Joint Powers Agreement	Comm. Lloyd
--------------	--------------	--	-------------

Tab K	10:45	Discussion regarding a County Administrator	BOCC
--------------	--------------	---	------

EXECUTIVE SESSION- AS NEEDED

11:00 Legal

FOR THE GOOD OF THE ORDER

ADJOURN

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

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

August 2, 2022
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

Commissioner Thoman moved to amend the agenda by adding pre-decisional for the Ashley National Forest comments and having an open discussion of possibly hiring a CEO or restructuring the county organization. Commissioner Lloyd seconded the motion. Commissioner Wendling requested that the discussion be advertised accordingly. Commissioner Schoenfeld echoed Commissioner Wendling’s comments. Following a roll call vote, the motion was defeated with Chairman Smith and Commissioners Schoenfeld and Wendling voting in opposition. *Commissioner Thoman moved to amend the agenda by adding pre-decisional for the Ashley National Forest. Commissioner Schoenfeld seconded the motion.* The motion carried.

Approval of Minutes- July 19, 2022- Regular Meeting

Commissioner Thoman moved to approve the minutes dated July 19, 2022. Commissioner Schoenfeld seconded the motion. The motion carried.

Approval of County Vouchers Warrants (EALS), Abates/Rebates, and Bonds

Commissioner Schoenfeld moved to approve the County Vouchers (EALS), the Abates/Rebates, and the bonds as presented. Commissioner Thoman seconded the motion. The motion carried.

AUGUST 2, 2022			
WARRANT NO.s	PAYEE	DESCRIPTION	AMOUNT
115609 & 37816-37818	EMPLOYEES AND PAYROLL VENDORS	PAYROLL RUN	7757.08
37813	THOMAN, MARY E	MILEAGE	329.36
37814	WEX BANK	FUEL	18,748.30
37815	WYO LANDSCAPE & MOVERS	VOID AFTER UPDATE 07/19/2022	500.00
37819	DARKTRACE HOLDINGS LIMITED	SUBSCRIPTION	1,934.00
37820	SWCO CONSERVATION DISTRICT	BUDGET ALLOCATION	6,365.92
37821	WEX BANK	FUEL	5,669.99
37822	WYO LANDSCAPE & MOVERS	LAWN CARE	1,000.00
115544	ACE HARDWARE - RS	SUPPLIES/TOOLS/OIL	45.54
115545	ACE HARDWARE - GR	PARTS/SUPPLIES	22.96
115546	ALL WEST COMMUNICATIONS	TV'S	254.47
115547	ALPINE PURE WATER	RENTAL/WATER	107.50
115548	BATTERY SYSTEMS INC	BATTERIES	632.76
115549	BLOEDORN LUMBER	PAINT	205.48
115550	BOB BARKER COMPANY INC	COMMISSARY	241.21
115551	BOBAK, DONNA L	MOUSE	99.99
115552	BRIDGER VALLEY ELECTRIC ASSN	UTILITIES	300.15
115553	CARBON COUNTY	AGREEMENT	12,000.00
115554	CARDMEMBER SERVICE	TRAVEL/TRAINING/LODGING/DUES/PINS/DOG SUPPLIES/LICENSES/SUBSCRIPTION/ MEALS/DONUTS/PLANT/REPAIRS/ENVELOPES/SUPPLIES/PHARMACY	7,453.81
115555	CODE 4 COMBAT	TRAINING	950.00
115556	CLEARVIEW IMPROVEMENT & SERVICE DISTRICT	UTILITIES	134.82
115557	COPIER & SUPPLY CO INC	CONTRACTS	2,267.86
115558	DELL MARKETING L P	COMPUTER EQUIPMENT	1,345.00
115559	DIVERSIFIED INSURANCE BEN SERV LLC	FEES	1,016.56
115560	DIVERSIFIED INSURANCE BEN SERV LLC	FEES	6,000.00
115561	DOMINION ENERGY	UTILITIES	3,031.92
115562	F B MCFADDEN WHOLESALE COMPANY	INMATE FOOD	7,395.06
115563	HOMAX OIL SALES INC	FUEL	24,422.64
115564	ISI WATER CHEMISTRIES	FEE	881.11
115565	JFC ENGINEERS & SURVEYORS	SURVEY	2,622.88

115566	JOINT POWERS TELECOM BOARD	INTERNET	43,041.00
115567	K-PACK PHARMACY	INMATE MEDICAL	5,255.51
115568	LEWIS & LEWIS	FILL DIRT	235.91
115569	MANLEY, RICHARD L	RETIREMENT REFUND	56.25
115570	MCKEE FOODS CORPORATION	INMATE FOOD	644.76
115571	MEADOW GOLD DAIRIES SLC	INMATE FOOD	2,705.89
115572	MOUNTAIN BAY SCUBA 06	TESTING/INSPECTIONS/AIR/PARTS	435.00
115573	MOUNTAINLAND SUPPLY COMPANY	PARTS/SUPPLIES	173.24
115574	NAPA AUTO PARTS UNLIMITED	PARTS/SUPPLIES	376.66
115575	NATIONAL RECREATION & PARK ASSOCIATION	DUES	675.00
115576	NORTH SWEETWATER WATER AND SEWER DISTICT	UTILITIES	60.00
115577	PM AUTOGLASS INC	WINDSHIELD	219.00
115578	R S REFRIGERATION SUPPLY	PARTS	11.19
115579	RED DESERT ROUNDUP INC	BUDGET ALLOCATION	8,400.00
115580	REILLY, CARLA SULLIVAN	FEES	1,124.97
115581	ROCK SPRINGS CHAMBER OF COMMERCE	LUNCHEONS	360.00
115582	ROCK SPRINGS MUNICIPAL UTILITY	UTILITIES	8,373.69
115583	ROCKY MOUNTAIN INFORMATION NETWORK INC	MEMBERSHIP	50.00
115584	ROCKY MTN POWER	UTILITIES	10,333.50
115585	RON'S ACE RENTALS	PARTS	654.59
115586	S & L INDUSTRIAL	PAINT STRIPING	140,321.93
115587	SHADOW MOUNTAIN WATER OF WYOMING INC	WATER	15.00
115588	SIDELINE COLLECTIONS INC	RANDOMS	375.00
115589	SKAGGS COMPANIES INC	BOOTS/UNIFORMS/SHOES/NAMETAPES	1,216.53
115590	SMYTH PRINTING INC	LOG BOOKS	139.75
115591	SWEETWATER CO SOLID WASTE DISPOSAL	DISPOSAL	22.99
115592	SWEETWATER COUNTY WEED & PEST DISTRICT	SPRAYING	1,598.04
115593	TERMINIX OF WYOMING	SERVICE	341.00
115594	THE MASTER'S TOUCH LLC	POSTAGE	11,250.00
115595	THE PARTRIDGE PSYCHOLOGICAL GROUP	PRE-EMPLOYMENT	2,130.00
115596	TOWN OF WAMSUTTER	UTILITIES	30.00
115597	TUBBS MD LLC, KENNON C	INMATE MEDICAL	5,000.00
115598	TYLER TECHNOLOGIES INC	MAINTENANCE	22,868.36
115599	U S FOODS INC	INMATE FOOD	1,964.25
115600	U S POSTAL SERVICE (NEOPOST POSTAGE-ON CALL)	POSTAGE	8,000.00
115601	UNION TELEPHONE COMPANY INC	PHONE BILL	650.39
115602	UNITED SITE SERVICES	RESTROOMS	844.00
115603	WEIMER, JACK	FILLS/INSPECTIONS	107.00
115604	WESTFAX INC	FAXES	129.55
115605	WILKERSON IV MD PC, JAMES A	AUTOPSY	1,250.00
115606	WYOMING DEPT OF TRANSPORTATION	RUMBLE STRIP PROJECT	410.89
115607	WYOMING DEPT OF WORKFORCE SERVICES	WORKERS' COMPENSATION	20,804.06
115608	WYOMING WASTE SERVICES	UTILITIES	2,415.99
115610	AARMS	SERVICE	530.00
115611	ACE HARDWARE - RS	PARTS/SUPPLIES	204.73
115612	BATTERY SYSTEMS INC	BATTERIES	826.04
115613	CINTAS	SERVICES	235.05
115614	CITY OF GREEN RIVER	RENT	100.00

115615	COALITION OF LOCAL GOVERNMENTS	DUES	17,500.00
115616	COMMUNICATION TECHNOLOGIES INC	RENT	175.00
115617	CONVERGEONE INC	MAINTENANCE	65,014.16
115618	CUMMINS SALES AND SERVICES	REPAIRS	576.44
115619	DELTA DENTAL	PREMIUMS/CLAIMS	44,110.20
115620	DJ'S GLASS PLUS INC.	REPAIR	10.00
115621	TIMOTHY A EAGLER, ATTORNEY AT LAW LLC	FEES	480.00
115622	ELECTION SYSTEMS & SOFTWARE INC	REPAIRS	1,153.89
115623	F B MCFADDEN WHOLESALE COMPANY	SUPPLIES	752.50
115624	FLOYD'S TRUCK CENTER	PARTS	157.07
115625	HCC LIFE INSURANCE COMPANY	FEES	50,253.84
115626	HOME DEPOT CREDIT SERVICES	SUPPLIES	29.99
115627	JENNY SERVICE COMPANY	COMMISSARY	3,917.24
115628	KEEFE SUPPLY COMPANY	COMMISSARY	501.52
115629	MCKEE FOODS CORPORATION	INMATE FOOD	316.92
115630	MORCON SPECIALTY INC	PARTS/SUPPLIES	333.95
115631	MOUNTAINLAND SUPPLY COMPANY	GASKETS	14.11
115632	NICHOLAS & COMPANY	INMATE FOOD	1,234.01
115633	ONE-CALL OF WYOMING	TICKETS	0.75
115634	PERSONNEL EVALUATION INC	PEP TEST	20.00
115635	PETERBILT OF WYOMING	PARTS	441.06
115636	PROFORCE LAW ENFORCEMENT	MAGS	1,101.30
115637	QUILL CORPORATION	TONER	110.99
115638	ROCKET-MINER	AD	44.00
115639	ROCKET-MINER	AD'S	611.10
115640	ROCKET-MINER	AD	22.00
115641	ROCKY MOUNTAIN INFORMATION NETWORK INC	MEMBERSHIP	250.00
115642	ROCKY MOUNTAIN WASH, LLC	WASH	16.00
115643	ROCKY MTN POWER	UTILITIES	3,967.26
115644	SKAGGS COMPANIES INC	UNIFORMS/BOOTS	673.06
115645	SMYTH PRINTING INC	ENVELOPES	531.50
115646	SWEETWATER COUNTY INSURANCE	PREMIUMS	454,431.21
115647	THE MASTER'S TOUCH LLC	POSTCARDS/POSTAGE	2,412.38
115648	THE TIRE DEN INC	TIRES/LABOR/PARTS	2,199.95
115649	U S FOODS INC	INMATE FOOD	1,328.51
115650	UMR INC	FEES	15,231.71
115651	UNITED RENTALS (NORTH AMERICA), INC	RENTAL	3,751.00
115652	UNITED SITE SERVICES	RESTROOMS	3,572.00
115653	UNITED STATES TREASURY	PCORI FEES	2,179.07
115654	UNUM LIFE INSURANCE COMPANY OF AMERICA	PREMIUMS	19,619.37
115655	VERIZON WIRELESS	PHONE BILL	2,586.06
115656	VISION SERVICE PLAN	PREMIUMS	8,417.12
115657	VLCM	MAINTENANCE	37,987.30
115658	WYODATA SECURITY INC	SHREDDING	426.00
115659	WYOMING MACHINERY COMPANY	PARTS/LABOR/MILEAGE	3,037.82
115660	YOUNG AT HEART CENTER	GRANT EXPENSES	1,861.00
		GRAND TOTAL:	1,174,063.44

TAXPAYER	VALUATION
HARRIS CORP GCSD	-869
HARRIS CORP GCSD	-875
EOG Y RESOURCES	-5116

County Resident Comments/Concerns

Chairman Smith opened county residents' comments/concerns. Hearing no comments, county resident comments/concerns were closed.

Action/Presentation Items

Approval of two Catering Permits for Wes’s LLC DBA Eden Saloon at 4039 US Hwy N 191 Farson, WY 82932

August 13, 2022, for Lain Mitchelson’s Wedding

County Clerk Cindy Lane presented the application for a catering permit for Wes’s LLC DBA Eden Saloon for the Lain Mitchelson wedding to be held on August 13, 2022. *Commissioner Schoenfeld moved to approve the catering permit for Wes’s LLC DBA Eden Saloon for the Lain Mitchelson wedding to be held on August 13, 202 located at 439 US Hwy N 191 Farson. Commissioner Wendling seconded the motion.* The motion carried.

August 20, 2022, for Brian Skorcs Wedding

County Clerk Cindy Lane presented the application for a catering permit for Wes’s LLC DBA Eden Saloon for the Brian Skorcs wedding to be held on August 20, 2022. *Commissioner Thoman moved to approve. Commissioner Lloyd seconded the motion.* The motion carried.

Mill Levy Approval

County Assessor Dave Divis presented the annual mill levy. Following discussion, *Commissioner Schoenfeld moved to approve the 2022 mill levy worksheet as presented. Commissioner Wendling seconded the motion.* The motion carried.

Disbursement of Excess 2013 SPT Monies

County Treasurer Joe Barbuto explained that in 2012, the voters approved two ballot propositions to be paid for with the 1% specific purpose and use excise tax and since then, Sweetwater County has received excess funds that vendors collected but not reported to the Wyoming Department of Revenue. Mr. Barbuto explained, that per Wyoming Statute and the original resolution, the funds will be disbursed and as of July 18, 2022, the total of these excess SPT funds is \$169,123.17; \$111,034.88 for municipalities and \$58,088.29 for the county, which includes Memorial Hospital and Castle Rock Hospital District. Mr. Barubto shared that to pay for any refund requests from the Department of Revenue, he will withhold \$10,000, leaving \$159,123.17 to be allocated. Mr. Barbuto explained that the withheld amount will be divided between the municipalities and the county in the same proportions as their share of the original resolution; 68.3721% (\$6,837.21) from municipalities and 31.6279% (\$3,162.79) from the county with the breakdown listed below. Following discussion expressing that the additional funds must go to the specified projects' operations and maintenance, *Commissioner Thoman moved to authorize the disbursement of checks to Memorial Hospital and Castle Rock Hospital in the amount as presented. Commissioner Schoenfeld seconded the motion.* Following discussion, the motion carried.

ENTITY	RATIO	AMOUNT LESS	ALLOCATED AMOUNT
Granger	0.022873	=ratio/.683721*104,197.67	\$ 3,485.80
Granger Not Bonded	0.005750	=ratio/.683721*104,197.67	\$ 876.29
Superior	0.034275	=ratio/.683721*104,197.67	\$ 5,223.44
Wamsutter	0.045224	=ratio/.683721*104,197.67	\$ 6,892.04
Green River	0.151887	=ratio/.683721*104,197.67	\$ 23,147.27
Green River Not	0.048614	=ratio/.683721*104,197.67	\$ 7,408.67
Rock Springs	0.375098	=ratio/.683721*104,197.67	\$ 57,164.16
Sweetwater County	0.055814	=ratio/.316279*54,925.5	\$ 9,692.75
Memorial Hospital	0.230411	=ratio/.316279*54,925.5	\$ 40,013.53
Castle Rock Hospital	0.030054	=ratio/.316279*54,925.5	\$ 5,219.22
TOTAL	1		\$ 159,123.17

Resolution Authorizing SWCO to participate in the Wyoming Cooperative Liquid Assets Securities System (Wyoming CLASS) Investment Pool

Treasurer Joe Barbuto presented Resolution 22-08-CC-01, a resolution authorizing Sweetwater County to join with other political subdivisions of the State of Wyoming as a participant in the Wyoming Cooperative Liquid Assets Securities System to “Wyoming CLASS” to pool funds for investment. Following discussion, *Commissioner Thoman moved to approve the Resolution authorizing Sweetwater County to participate in the Wyoming Cooperative Liquid Assets Securities System Investment Pool. Commissioner Lloyd seconded the motion.* The motion carried.

RESOLUTION NO. 22-08-CC-01

A resolution authorizing Sweetwater County to join with other political subdivisions of the State of Wyoming as a Participant (“Participant”) in the Wyoming Cooperative Liquid Assets Securities System “Wyoming CLASS” (the “Trust”) to pool funds for investment.

WHEREAS, W.S. 9-4-831 authorizes political subdivisions of the state of Wyoming as defined therein under W.S. 9-4-831(a) (“Political Subdivisions”) to invest in eligible securities as defined in W.S. 9-4-831 (“Legal Investments”); and

WHEREAS, W.S. 9-4-831(a)(viii) authorizes Political Subdivisions to invest jointly with other investors in a commingled fund of Legal Investments; and

WHEREAS, the Trust is a statutory trust formed under the laws of the state of Wyoming in accordance with W.S. 17-23-114 and it is the intent and purpose of the Trust to provide for the investment in only those Legal Investments for Political Subdivisions in accordance with W.S. 9-4-831; and

WHEREAS, U.S. Bank National Association is custodian for the Trust (“Custodian”) and all eligible securities of the Trust are held

through the Custodian; and
WHEREAS, it is in the interest of the Participants to permit their respective cash balances to be invested in the Trust; and

WHEREAS, Sweetwater County, a Political Subdivision, desires to become a Participant in the Trust.

NOW, THEREFORE, it is hereby RESOLVED by the Governing Body of this Political Subdivision as follows:

1. The Sweetwater County Board of Commissioners hereby approves, adopts, and thereby joins as a Participant with other Political Subdivisions pursuant to the Wyoming CLASS Indenture of Trust dated May 29, 2020, as amended from time-to-time, the terms of which are incorporated herein by this reference and a copy of which shall be filed with the minutes of the meeting at which this Resolution was adopted; and
2. The Custodian, acting as a depository, is hereby designated as a depository for the funds of this Political Subdivision which shall be invested in the Trust on behalf of its general fund and all other accounts, and the Key Contact is directed and authorized to execute any and all depository forms and resolutions of said Custodian, and that said resolutions are adopted as reflected thereon. The application of U.S. Bank National Association to become a depository is hereby accepted.
3. The Key Contact and Authorized Signatories are those persons listed on the Trust Registration Form attached hereto and incorporated herein. The Authorized Signatories are authorized by the Participant to direct the investment of such Participants’ investment funds and to take all such actions deemed necessary or desirable to carry out the activities otherwise authorized by this Resolution, subject to the Authorized Signatories’ obligation to take such actions only in the name of and for the benefit of this Participant.
4. The Key Contact and Authorized Signatories may be changed from time-to-time by written notice to Wyoming CLASS.

The undersigned hereby certifies that the Sweetwater County Board of Commissioners has enacted this Resolution, or another form of Resolution, a copy of which is enclosed, and that such Resolution is a true and correct copy of the original which is in my possession.

Authorized Signature

Jeffrey W. Smith
Printed Name

Title: Chairman

Date 8-2-22

Vehicle Bid Awards
Purchasing Director Marty Dernovich presented multiple 2022 ARPA Funded vehicle bids as outlined below.

Bid Number/office	Bidder	Vehicle Description	Quantity	Unit Cost/total cost	Total Cost	Delivery Time
22-01-ARPPA/Coroner	n/a- would like to re-open the bid	Utility Vehicle	1	n/a	n/a	n/a
22-02-ARPA/Coroner	Fremont Motors Lander & Greiner Ford of Casper	½ Ton 4 Door Pickup	1	\$47,339.76 & \$47,240.00	\$47,339.76 & \$47,240.00	20-52 weeks & 365 days

Following discussion, **Commissioner Wendling moved to approve bid 20-02-ARPA ½ ton 4 door pickup provided by Greiner Ford of Casper in the amount of \$47,240.00 and realizing this purchase may be more than allowed with a max of \$61,598.00 from ARPA funds. Commissioner seconded the motion.** The motion carried.

Due to the cost and after speaking with the dealerships, Ms. Dernovich recommended rejecting bids 22-03-ARPA, 22-04-ARPA, 22-07-ARPA, 22-08-ARPA, and 22-09-ARPA. **Commissioner Lloyd moved to reject the 22-03-ARPA bid for the 6 vehciles. Commissioner Schoenfeld seconded the motion.** The motion carried.

22-03-ARPA/Sheriff	Griener Ford of Casper	2023 Ford Police Interceptor SUV	6	\$45,615.00	\$273,690.00	365 days
--------------------	------------------------	----------------------------------	---	-------------	--------------	----------

Commissioner Schoenfeld moved to reject 22-04-ARPA and allow to rebid. Commissioner Wendling seconded the motion. The motion carried.

22-04-ARPA/Sheriff	Greiner Ford of Casper	2023 Ford Police Interceptor SUV	2	\$43,815.00	\$87,630.00	365 days
--------------------	------------------------	----------------------------------	---	-------------	-------------	----------

Commissioner Lloyd moved to reject and rebid bid # 22-07-ARPA for purchasing and 22-08- ARPA for road and bridge and allow to rebid. Commissioner Schoenfeld seconded the motion. The motion carried.

22-07-ARPA/Purchasing	Greiner Ford of Casper	2023 F 250 Crew Cab	1	\$52,890.00	\$52,890	540 days
22-08-ARPA/Road & Bridge	Greiner Ford of Casper	2023 Ford F250 Extended Cab	2	\$49,970.00	\$99,940.00	540 days

Commissioner Schoenfeld moved to reject bid number 22-09-ARPA and allow to rebid. Commissioner Thoman seconded the motion. The motion carried.

22-09-ARPA/Assessor, Attorney Pool	Greiner Ford of Casper	2023 Ford Expedition	3	\$57,870.00	\$173,610.00	365 days
------------------------------------	------------------------	----------------------	---	-------------	--------------	----------

Commissioner Thoman moved to approve bid number 22-12-ARPA for the purchase of 4 sport size SUV's for the Pool from Fremont Motor in the amount of \$134,200.00. Commissioner Lloyd seconded the motion. The motion carried.

22-12-ARPA/ Sheriff	Freemont Chevrolet Buick GMC & Greiner Ford of Casper	2023 Traverse LS & 2023 Ford Escape SEL	4	4	\$33,580.00	134,320.00	120-180 Days
			2		\$37,610.00	\$75,220.00	365 Days

Commissioner Wendling moved to approve bid 22-11-ARPA for a full-size Cargo Van from Fremont Motor in Lander in the amount of \$46,391.64. Commissioner Lloyd seconded the motion. The motion carried.

22-11-ARPA/ Sheriff	Fremont Motor Lander & Greiner Ford of Casper	E2YO T150 LR Cargo AWD	1	\$46,391.64 & \$47,519.00	\$46,391.64 & \$47,519.00	20-52 weeks & 365 days
------------------------	--	---------------------------	---	------------------------------	------------------------------	---------------------------

Ms. Dernovich addressed the opening of the re-bid banks and due to commissioner meeting dates, requested authorization to award the bid to the lowest/most reasonable bids and to ratify during a future meeting. **Commissioner Wendling moved to authorize Ms. Dernovich to move forward with her best discretion, to work with her liaison/contact, and allow the recommendations to be ratified during a future commissioner meeting. Commissioner Thoman seconded the motion.** The motion carried.

Request Approval of the FY 2022 Interlocal Agreement for the Justice Assistance Grant Program

Grants Manager Krisena Marchal and Rock Springs Police Department Sergeant Amanda Salazar presented the FY 2022 Interlocal Agreement for the Justice Center Grant Program explaining that the funding must be used to prevent or reduce crime and violence. Following discussion, **Commissioner Schoenfeld moved to approve the Fiscal Year 2022 Interlocal Agreement for the Justice Assistance Grant Program and authorize the Chairman to sign. Commissioner Wendling seconded the motion.** The motion carried.

Request Approval of the FY 2023 Services to Victims of Crime Grant Award Documents

Grants Manager Krisena Marchal and Chief Deputy County & Prosecuting Attorney Teresa Thybo presented the FY 2023 Services to Victims of Crime Grant Award Documents explaining that the purpose of the funding is to provide services to victims of crime in the community and the grant will be used to pay for two part-time victim witness coordinator positions who work with one other victim witness coordinator in the County Attorney's Office. **Commissioner Wendling moved to approve, and authorize the Chairman to sign, the Fiscal Year 2023 Services to Victims of Crime Grant Award Documents. Commissioner Lloyd seconded the motion.** Following discussion, the motion carried.

Request Approval of the FY 2021 EMPG ARPA Grant Award Documents

Grants Manager Krisena Marchal and Sheriff Grossnickle presented the FY 2021 EMPG ARPA Grant Award Documents explaining that the purpose of the grant is to assist local governments in preparing for all hazards and will be used to purchase a vehicle so that the Emergency Management coordinator can carry out the responsibilities of the EMPG Program. **Commissioner Schoenfeld moved to approve, and authorize the Chairman to sign, the Fiscal Year 2021 EMPG ARPA Grant Award Documents. Commissioner Wendling seconded the motion.** The motion carried.

Request Approval to Submit a FY 2023 CMAQ Grant Application

Grants Manager Krisena Marchal and Public Works Director Gene Legerksi presented the FY 2023 CMAQ Grant Application explaining that the purpose of the CMAQ federal funding is to alleviate air-quality issues created by energy development and other industrial activity in the vicinity. Following discussion, **Commissioner Schoenfeld moved to approve, and authorize the Chairman to sign, Resolution 22-08-GR-01 and related certifications for submission of a Fiscal Year 2023 CMAQ grant application. Commissioner Wendling seconded the motion.** The motion carried.

**CMAQ Attachment E: Resolution
RESOLUTION NO. 22-08-GR-01**

A RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR FEDERAL FUNDING THROUGH THE CONGESTION MITIGATION AIR QUALITY PROGRAM ADMINISTERED BY THE WYOMING DEPARTMENT OF TRANSPORTATION FOR SWEETWATER COUNTY FOR THE PURPOSES OF THE FY2023 CMAQ DUST CONTROL PROJECT.

WITNESSETH

WHEREAS, the governing body for Sweetwater County desires to participate in the Congestion Mitigation Air Quality Program (CMAQ) to assist in funding this project;

WHEREAS, the governing body for Sweetwater County recognizes the need for the project;

WHEREAS, CMAQ requires that federal funding criteria be met, and Sweetwater County agrees to ensure satisfaction of all requirements;

WHEREAS, Sweetwater County acknowledges that if funded, the CMAQ project shall be completed prior to December 31, 2025;

WHEREAS, the governing body for Sweetwater County agrees to set aside a minimum of \$96,000 as a line item in its budget for the required twenty percent (20%) local cash match on the project;

WHEREAS, the governing body for Sweetwater County acknowledges CMAQ is funded on a reimbursement basis and all invoices must be 100% paid by Sweetwater County prior to reimbursement through CMAQ (80% Federal Reimbursement). Sweetwater County acknowledges that failure to comply with this requirement may result in cancellation of the award and repayment by Sweetwater County of all funds reimbursed.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY for Sweetwater County that a funding application requesting \$384,000 in federal CMAQ funding be submitted to the Wyoming Department of Transportation – CMAQ for consideration to assist in funding for the Sweetwater County FY2023 CMAQ Dust Control project.

BE IT FURTHER RESOLVED, THAT Gene Legerski, P.E. is hereby designated as the Project Administrator, of Sweetwater County to act on behalf of the governing body on all matters relating to this funding application.

PASSED, APPROVED AND ADOPTED THIS 2nd DAY OF August, 2022.

Signature
Jeffrey W. Smith, Chairman

ATTEST:

Signature
Cindy Lane, County Clerk

Sign for Sweetwater Square
Public Works Director Gene Legerski presented the design for the 4x8 Sweetwater Square sign. *Commissioner Wendling moved to approve the installation. Commissioner Lloyd seconded the motion.* The motion carried.

Ratify Ashley National Forest Grazing Guidelines Language for Plan Revision
Commissioner Thoman moved to ratify the Ashley National Forest Grazing Guidelines Language for Plan Revision submitted by the CLG. Commissioner Schoenfeld seconded the motion. The motion carried.

Break

Chairman Smith called for a fifteen-minute break.

Executive Session- Legal, Personnel, and Real Estate

Chairman Smith entertained a motion to enter into an executive session for legal, personnel, and real estate. *Commissioner Schoenfeld so moved. Commissioner Lloyd seconded the motion.* The motion carried.

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

Commissioner Wendling moved to approve the adjusted Fire Warden compensation salary and it will run through June 30, 2023. Commissioner Schoenfeld seconded the motion. The motion carried.

For the Good of the Order

Commissioner Thoman
Commissioner Thoman shared that she attended meetings for the Events Complex and the CLG. Commissioner Thoman shared that she stopped by Granger Town Hall.

Commissioner Lloyd
Commissioner Lloyd expressed kudos to the Events Complex and shared that he visited with staff at the Events Complex. Commissioner Lloyd explained that Fire Warden Jim Zimmerman shared that there are no current fire restrictions at this time and will follow BLM Frank Wheelers restrictions and questioned if that comes through, is it acceptable for Mr. Zimmerman to follow the restrictions and ratify during a future meeting due to the timing of commissioner meetings. Commissioner Wendling shared that this has been protocol and requested that the resolution be submitted in early May. Commissioner Lloyd addressed public concerns relative to a rumor that a potential CEO would be put in after elections and expressed that options will be addressed during an open/public meeting on August 16, 2022, Board of County Commissioner meeting.

Adjourn

There being no further business to come before the Board this day, the meeting adjourned subject to the call of the Chairman at 11:06 a.m. Chairman Smith announced that immediately following the meeting, the Board will conduct a policy amendments workshop.

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

Jeffrey W. Smith, Chairman

Roy Lloyd, Member

Lauren Schoenfeld, Member

ATTEST:

Mary E. Thoman, Member

Cynthia L. Lane, County Clerk

Randal M. Wendling, Member

The remainder of this page is intentionally left blank.

	DATE	AMOUNT	WARRANT #'S	ADVICE #'S
EAL	7/29/2022	411,065.61	115661-	37823-
EAL	8/5/2022	249,613.90	115738-	38075-
EAL				
EAL				
EAL				
EAL				
			Check #	Advice #
Payroll Run		1,578,131.39	Payroll: 115719-115736	37829-38072
Payroll Run		21,148.03	115737	38073-38074
Payroll Run				
Payroll Run				
TOTAL AMOUNT		\$2,259,958.93		

Vouchers in the above amount are hereby approved and ordered paid this date of 08/16/2022

Jeffrey W. Smith, Chairman

Roy Lloyd, County Commissioner

Lauren Schoenfeld, County Commissioner

Mary E. Thoman, County Commissioner

Attest:

County Clerk

Randal M. Wendling, County Commissioner

Authorization for Monthly Reports
8-16-22

1. **COUNTY CLERK**
2. **CLERK OF DISTRICT COURT**
3. **SHERIFF**

THE BOARD OF COUNTY COMMISSIONERS
FOR SWEETWATER COUNTY, WYOMING

Jeff Smith, Chairman

Roy Lloyd, Member

Lauren Schoenfeld, Member

Mary E. Thoman, Member

Attest:

Cynthia L. Lane, County Clerk

Randal M. Wendling, 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 July 2022 and reported to the Board of County Commissioners of said County.

COUNTY CLERK			
Recording Fees		14,554.00	
Marriage Licenses		1,140.00	
Chattel Mortgages		12,062.00	
Motor Certificates of Title	(1530 /TITLES)	22,950.00	21,420.00
iDoc Market Subscriptions		672.00	
Miscellaneous Receipts		537.25	
Total Receipts			51,915.25
	Abandoned Vehicle		(1,530.00)
			50,385.25

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 August 2022

/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:

JULY, 2022

Reported to the Board of County Commissioners of said County.

CIVIL FEES\$ **7,563.38**
Code: DC

BOND FORFIETED\$ **0.00**
Code: FO

CRIMINAL FINES/COSTS\$ **648.00**
Code: CF

TOTAL EARNINGS\$ **8,211.38**

TOTAL REMITTED.....\$ **8,211.38**

Clerk of District Court Check # **19748**

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 August, 2022


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 July 31st, 20 22, and reported to the
Board of County Commissioners of said County.

COUNTY CLERK,

Recording Fees, _____
Marriage Licenses, _____
Chattel Mortgages, _____
Motor Certificates of Title, _____
Sale of County Property, _____
Miscellaneous Receipts, _____
Total Receipts, _____

CLERK, DISTRICT COURT,

Civil Fees, _____
Probate Fees, _____
Criminal fines and Costs, _____
Miscellaneous Fees, _____
Total Earnings, _____

SHERIFF, _____

5591 00

ASSESSOR, _____

STATE OF WYOMING)

)ss.

County of Sweetwater)

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

WITNESS my hand and seal this 31st day of July, 20 22.

John M Grossnickle JR
John M Grossnickle JR



PUBLIC HEARING #1

LR Communications -
John Mawk

Conditional Use
Permit – Communication
Tower (Wireless Internet Site)



PUBLIC HEARING #2

Brenda Baker –
Pampered Paws
Boarding

Conditional Use Permit –
Kennels and Pet Boarding
and Grooming

LAND USE DEPARTMENT AGENDA & STAFF REPORT

PLANNING & ZONING COMMISSION – 08/10/2022

BOARD OF COUNTY COMMISSIONERS – 08/16/2022

Property Owner: Laurence & Judi Laughter

Applicant: LR Communications – John Mawk

Legal Description: 117.32 acre tract of land within NW1/4 Sec. 1 T18N R108W

Address: 87 Gaensslen Drive, Green River

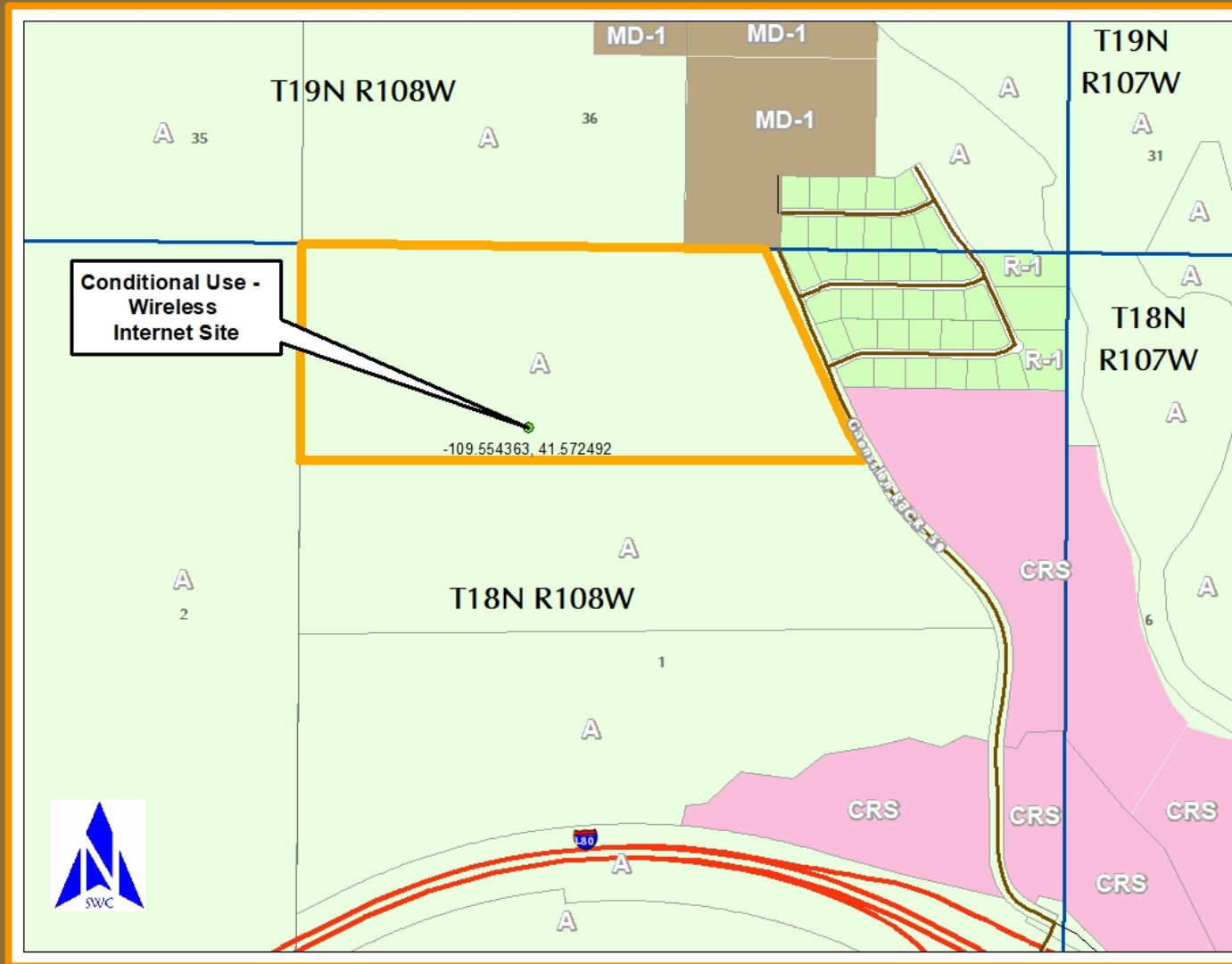
Location: West of Ranch View Estates Phase One

Current Zoning: A (Agriculture), also within GMA

Infrastructure: Green River Fire Response



LR COMMUNICATIONS
CUP – WIRELESS INTERNET SITE



ZONING & LOCATION MAP

LR Communications is proposing to construct a 56 foot wireless internet site to help in the expansion of their network. They have acquired a lease within the NW1/4 of Section 1, T18N R108W from Laurence & Judi Laughter. The site will be very similar looking the existing Mansface Site and the site that was approved last month just south of Green River City Limits.

The site will be run off of on-site solar panels only. No other utility services are expected. It is proposed cover roughly 15'x20' of ground.

Telecommunications sites are regulated by FCC.

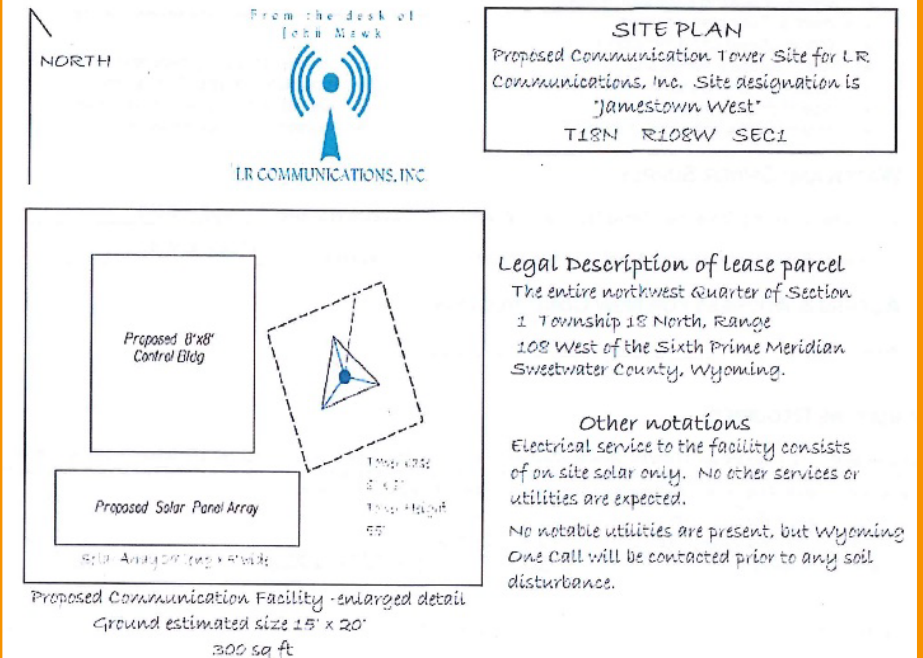


APPLICATION SUMMARY

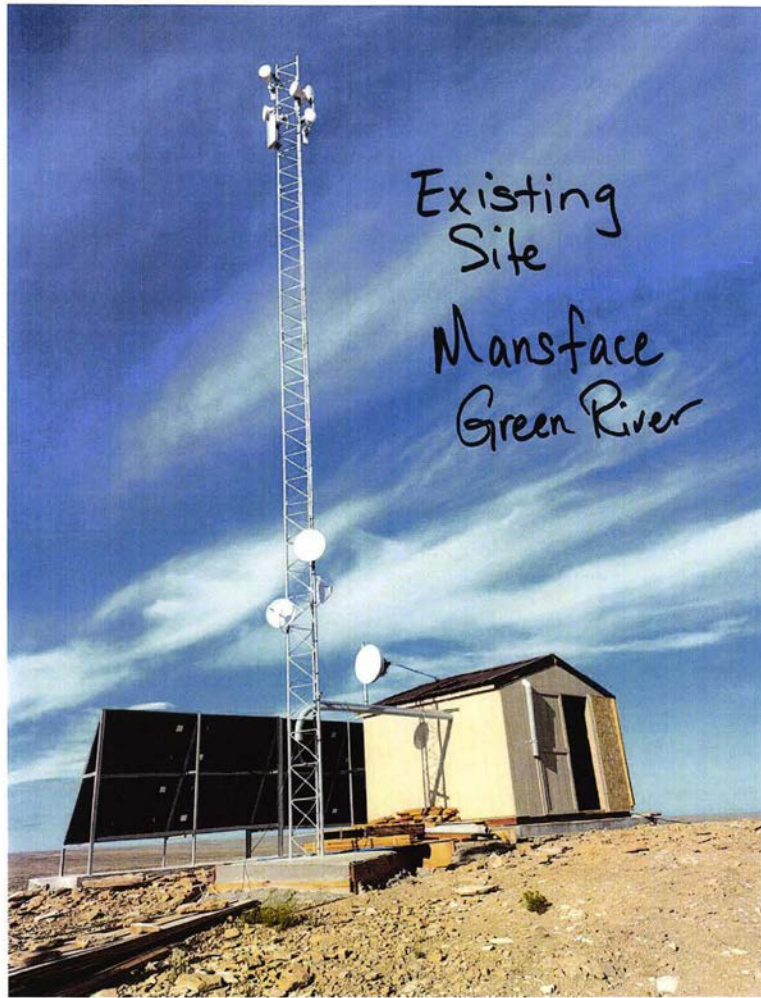
SWEETWATER COUNTY CONDITIONAL USE PERMIT EXHIBIT



Vicinity Map --no scale--



SITE PLAN



MODELED AFTER MANSFACE



View to the North



View to the South



Public Notice



View to the East



View to the West



SITE PHOTOS

1. The request is consistent with all applicable provisions of the Comprehensive Plan.

This site will as the Comprehensive Plan states: "encourage growth and development to continue in an orderly manner and in locations that contribute to the economic and social well-being of County residents".

2. The request shall not adversely affect adjacent properties.

Staff does not anticipate any adverse effects.



CUP REVIEW CRITERIA

3. The request is compatible with the existing or allowable uses of adjacent properties.

The site location is higher in elevation than the surround area. Due to being within the GMA, our regulations require this to go through the Conditional Use Process, not just a construction permit.

4. The request can demonstrate adequate facilities.

We have been assured that the facility will be solar powered only. Due to this being an unmanned communications facility it is exempt from access standards (SWC Zoning Regulations Section 4.C.5.C.)

5. The request can demonstrate adequate provisions for maintenance of the use and associate structures.

This site is well within setback requirements and the footprint of the facilities are relatively small considering the leased area.



CUP REVIEW CRITERIA

6. The request has minimized to the greatest degree possible, adverse effects on the natural environment.

The applicant is accomplishing the least effect on the environment by establishing the site in a relatively small footprint (15'x20').

7. The request will not create undue traffic congestion.

The site will be unmanned and not generate much traffic. The site is also in a fairly remote area.

8. The request will not adversely affect the public health, safety, or welfare.

Staff does not foresee that the request will adversely affect the public health, safety or welfare. RF emissions are regulated by the FCC.

9. The request conforms to all applicable provisions of this Resolution.

Staff has reviewed the application and all Zoning Resolution provisions have been met.



CUP REVIEW CRITERIA

SWC Public Works Director (Gene Legerski): "The existing approach must be used to access the facility"



AGENCY/PUBLIC COMMENTS

Staff recommends approval of the request.

At the August 10, 2022 Planning and Zoning Commission Meeting, the Board voted 5-0 to recommended approval.



STAFF & P&Z RECOMMENDATIONS

**RECOMMENDATION 22-08-ZO-01 FOR APPROVAL OF
A CONDITIONAL USE PERMIT FOR A WIRELESS INTERNET SITE**

WHEREAS, LR Communications is requesting a Conditional Use Permit for a Wireless Internet Site in accordance with Conditional Use Permit regulations found in Section 7 of the 2015 Zoning Resolution.

WHEREAS, this Conditional Use Permit will be approved for and operated on land owned by Laurence & Judi Laughter, which is legally described as:

The Northhalf (N1/2) Section 1, Township 18 North, Range 108 West of the 6th Principal Meridian, Sweetwater County, Wyoming.

WHEREAS, the Sweetwater County Planning and Zoning Commission held a public hearing in accordance with the procedural requirements of the 2015 Zoning Resolution on August 10, 2022 to consider the applicant's request; and,

WHEREAS, after due consideration and discussion, the Planning and Zoning Commission voted 5-0 to recommend approval; and,

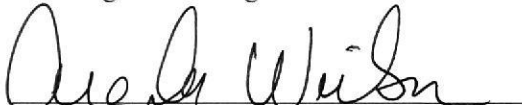
NOW THEREFORE, the Sweetwater County Planning and Zoning Commission recommends APPROVAL of the Conditional Use Permit for a Wireless Internet Site in accordance with the 2015 Zoning Resolution.

Dated this 10th day of August, 2022.

Attest:


Cynthia L. Lane, County Clerk

Sweetwater County
Planning and Zoning Commission


Angela Wilson, Chairperson

**RESOLUTION 22-08-ZO-01 FOR APPROVAL OF
A CONDITIONAL USE PERMIT FOR A WIRELESS INTERNET SITE**

WHEREAS LR Communications is requesting a Conditional Use Permit for a Wireless Internet Site in accordance with Conditional Use Permit regulations found in Section 7 of the 2015 Zoning Resolution.

WHEREAS, this Conditional Use Permit will be approved for and operated on land owned by Laurence & Judi Laughter, which is legally described as:

The Northhalf (N1/2) Section 1, Township 18 North, Range 108 West of the 6th Principal Meridian, Sweetwater County, Wyoming.

WHEREAS, the Sweetwater County Board of County Commissioners held a public hearing in regards to this matter on August 16, 2022 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 **APPROVES** the Conditional Use Permit for a Wireless Internet Site in accordance with the 2015 Zoning Resolution.

Dated this 16th day of August, 2022.

Sweetwater County
Board of County Commissioners

Jeffrey W. Smith, Chairman

Roy Lloyd, Member

Lauren Schoenfeld, Member

Mary E. Thoman, Member

Randal M. Wendling, Member

Attest:

Cynthia L. Lane, County Clerk

Property Owner: Brenda Baker

Applicant: Brenda Baker – Pampered Paws Boarding

Legal Description: 0.99 acre Tract within SW4SW4 Sec. T19N R105W

Address: 650 Summit Drive, Rock Springs, Wyoming 82901

Current Zoning: R-2 (Mixed Residential)

Infrastructure: Fire District #1
White Mountain Water & Sewer District
Summit Drive(CR 1136) provides access to site



BRENDA BAKER – PAMPERED PAWS BOARDING
CONDITIONAL USE – KENNELS AND PET BOARDING AND GROOMING



ZONING MAP

Brenda Baker has been operation Pampered Paws Boarding at 650 Summit Drive since August 15, 2017. Land Use Staff has not received any complaints since she has been the owner.

Applicant states "I have made the following improvements to the building, grounds and environment for the dogs who stay with us:

- Tore out fabric ceiling/roof in the back outdoor run and replaced it with metal roof.
- Placed picket fencing around three sides and about one quarter of picket fence on the last side.
- Added vinyl fencing to the front of the large building to hopefully cancel some of the barking.
- Future plans to include making kennels better at blocking barking.
- Waste is removed daily to large dumpster and waste management empties it weekly."

Brenda is requesting to increase the hours of operation, in which the pets would be allowed out of their kennels each day.



APPLICATION SUMMARY

Existing Hours for Kenneling/Pet Boarding

Dog clients to only be allowed outside of their kennel during the following times:

1. When being dropped off or picked up by their owners
2. Monday through Saturday, 8:00 am to 9:00 am;
3. Monday through Saturday, 4:00 pm to 6:00 pm; and
4. Sunday, 4:00 pm to 6:00 pm.

Proposed Hours for Kenneling/Per Boarding

Dog clients to only be allowed outside of their kennel during the following times:

1. When being dropped off or picked up by their owners;
2. Monday through Sunday, 8 am to 10:30 am;
3. Monday through Sunday, 3 pm to 6:30 pm; and
4. Sunday owners can only pick up and drop off between 3 pm to 6:30 pm.



SUMMARY – BOARDING REQUEST

Brenda is also requesting to add onsite animal grooming.

Owners will drop of pet to be groomed by staff on site. Once service is complete the owner will return to pick up their pet. Pet owners are not encouraged to stay for the time their pet is being groomed.

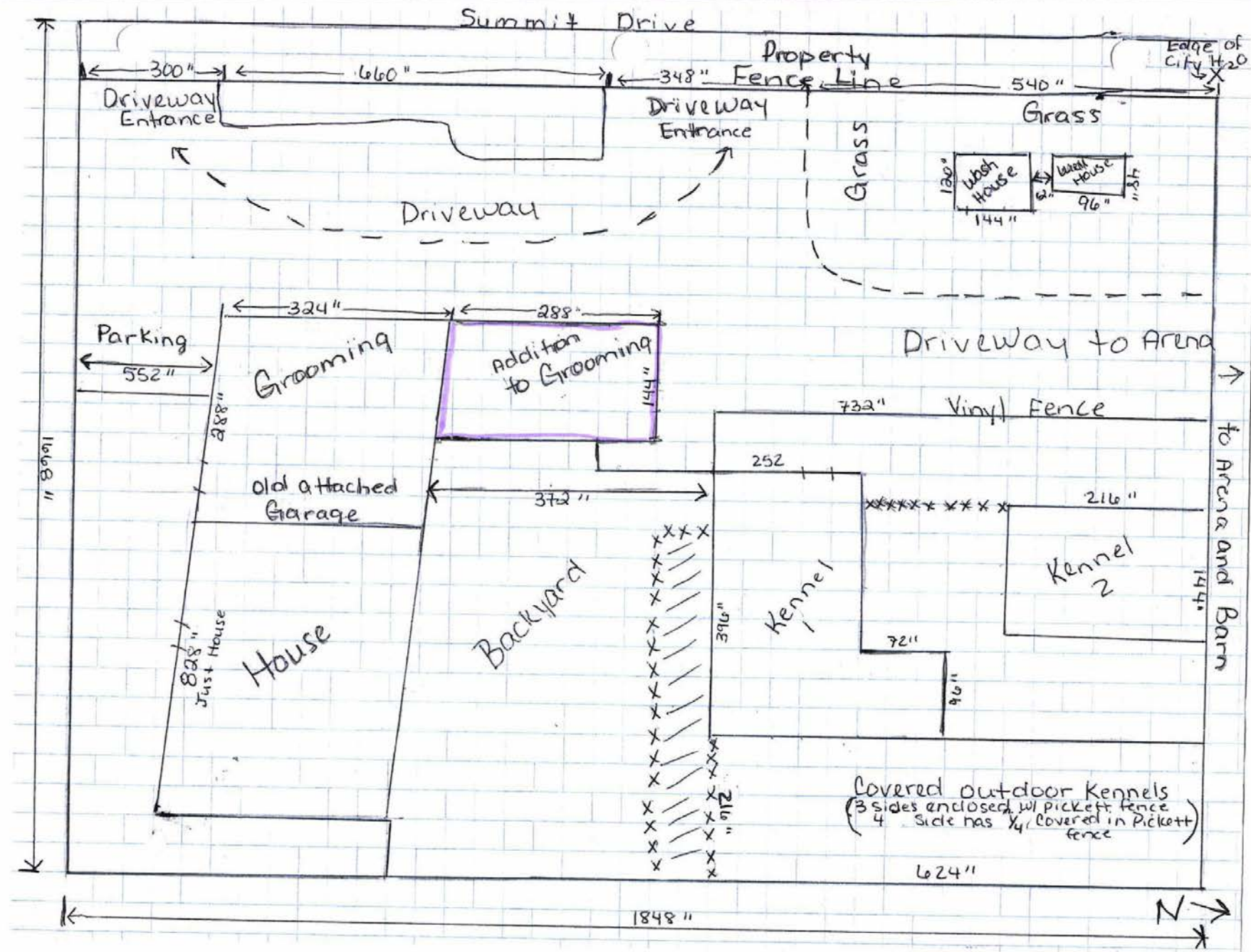
Pets will be in the grooming salon while on site, except to go outside to relieve themselves, if needed. The pet will have a small area in the back yard of my house to relieve themselves, then will go back inside grooming salon.

Proposed hours of operation for Grooming are as follows:
Monday – Saturday 8 am to 6 pm



SUMMARY – GROOMING REQUEST

SITE PLAN



As of 6/29/22



View to the North



View to the South



Public Notice

View of Property

View to the East



View to the West



SITE PHOTOS

1. Consistent with the Comprehensive Plan.
2. Shall not adversely affect adjacent properties.
3. Compatible with existing or allowable uses of adjacent properties.
4. Has adequate public facilities.
5. Adequate provisions for maintenance of the use & associated structures.
6. Minimum adverse effects on the natural environment.
7. Will not create undue traffic congestion.
8. Will not adversely affect public health, safety or welfare.
9. Conforms to the Zoning Resolution.



CUP REVIEW CRITERIA

- a. Kennels and pet boarding facilities shall be kept in a clean and sanitary manner by the daily removal of waste.
- b. Animal odors shall not be detectable beyond the lot lines of the property wherein the kennel is located.
- c. The kennel enclosure shall be screened by a permanent, non-transparent fence made of uniform material and built to a uniform height of a minimum of six feet.
- d. Grooming services for the animals being boarded may be allowed as an incidental use provided the grooming services are conducted indoors and the grooming area is limited to 200 square feet in area.
- e. Kennels must be set back from side and rear lot lines a minimum of 50 feet in every zoning district allowing Kennels and pet boarding as a conditional use.
- f. The Conditional Use for Kennels and Pet Boarding shall be termed to two years at which time a new application may be submitted.



CUP REVIEW CRITERIA - SPECIFIC

1. Consistent with the Comprehensive Plan.

The Sweetwater County Comprehensive "encourages growth and development to continue in an orderly manner and in locations that contribute to the economic social well being of County residents". The proposed and existing use will provide additional opportunities for the residents of Sweetwater County.

2. Shall not adversely affect adjacent properties.

Land Use staff does not foresee this adversely affecting adjacent properties. Staff has not received any complaints concerning the kennels since Brenda has taken over in August 2017.

3. Compatible with existing or allowable uses of adjacent properties.

This property is primarily adjacent to R-2/SF (Single Family Residential) and other R-2 (Mixed Residential) properties. This property has been the location of a kennel for many years.



CUP REVIEW CRITERIA

4. Has adequate public facilities.

Staff has reviewed the existing kennels to the specific criteria within the Zoning Resolution, and the existing and future use will continue to meet all setback, fencing, and sanitary requirements.

5. Adequate provisions for maintenance of the use & associated structures.

The request does have adequate provisions for the requested uses. Brenda has also applied for a construction permit to add a 24' x 12' shed to her property to be used for additional grooming space. This construction permit approval is contingent upon the CUP approval.

6. Minimum adverse effects on the natural environment.

Staff does not foresee any adverse effects on the natural environment.



CUP REVIEW CRITERIA

7. Will not create undue traffic congestion.

Staff does not anticipate traffic congestion associated with these uses, nor have there been any traffic issues in the past.

8. Will not adversely affect public health, safety or welfare.

Staff does not foresee any health, safety or welfare issues. Kennel owners are required to adhere to stringent sanitary conditions and may be inspected at any future time to assure compliance.

9. Conforms to the Zoning Resolution.

The proposed uses conforms to Sweetwater County Zoning Resolution.



CUP REVIEW CRITERIA

SWC Public Works Director (Gene Legerski): “No modification to the existing approach onto Summit Drive (CR #1136) is allowed.”

Angie Martinez: “I don’t have a problem with the above. It’s all good.”



PUBLIC/AGENCY COMMENTS

Land Use Staff Comments:

Staff recommends approval for the Pet Boarding and Grooming with the following conditions:

1. The Conditional Use Permit for Pet Boarding and Grooming is personal to the applicant, Brenda Baker.
2. Dog clients shall only be allowed outside of their kennel during the following times:
 - a. When being dropped off or picked up by their owners;
 - b. Monday through Sunday, 8 am to 10:30 am;
 - c. Monday through Sunday, 3 pm to 6:30 pm; and
 - d. Sunday owners can only pick up and drop off between 3 pm to 6:30 pm.
3. Waste shall be removed from the kennels daily to a covered dumpster which shall be emptied weekly.
4. Hours of operations for Grooming to be Monday – Saturday 8 am to 6 pm.
5. Term of this Conditional Use Permit is indefinite.

At the August 10, 2022 Planning and Zoning Commission Meeting, the Board voted 5-0 to recommended approval.



STAFF AND P&Z RECOMMENDATIONS

**RECOMMENDATION 22-08-ZO-02 FOR APPROVAL OF
A CONDITIONAL USE PERMIT FOR A KENNELS AND PET BOARDING AND GROOMING**

WHEREAS, Brenda Baker is requesting a **Conditional Use Permit for Kennels and Pet Boarding, and Grooming** to continue operating Pampered Paws Boarding and is requesting to extend the hours of operation and add onsite grooming (Pampered Paws Boarding & Grooming LLC), in accordance with Conditional Use Permit regulations found in Section 7 of the 2015 Zoning Resolution.

WHEREAS, this Conditional Use Permit will be approved for and operated on 0.99 acres of land owned by Brenda Baker, which is legally described as:

*A piece, parcel or tract of land located in the SW1/4SW1/4, Section 4, Township 19 North, Range 105 West of the 6th P.M., Sweetwater County, Wyoming, being particularly described as follows:
Beginning at a point on the west boundary line of said Section 4 which is located North 0°02'52" East, a distance of 312.5 feet from the southwest corner of said Section 4; Thence North 0°02'52" East along the west line of said Section 4, a distance of 331.2 feet, more or less, to a point; Thence South 89°39'10" East, a distance of 120.7 feet to a point; Thence South 0°02'52" West, a distance of 331.2 feet, more or less, to a point; Thence North 89°39'10" West, a distance of 120.7 feet to the Point of Beginning.*

WHEREAS, the Sweetwater County Planning and Zoning Commission held a public hearing in accordance with the procedural requirements of the 2015 Zoning Resolution on August 10, 2022 to consider the applicant's request; and,

WHEREAS, after due consideration and discussion, the Planning and Zoning Commission voted 5-0 to recommend approval; and,

NOW THEREFORE, the Sweetwater County Planning and Zoning Commission recommends **APPROVAL** of the Conditional Use Permit for Kennels and Pet Boarding and Grooming in accordance with the 2015 Zoning Resolution with the following conditions:

1. The Conditional Use Permit for Pet Boarding and Grooming is personal to the applicant, Brenda Baker.
2. Dog clients shall only be allowed outside of their kennel during the following times:
 - a. When being dropped off or picked up by their owners;
 - b. Monday through Sunday, 8 am to 10:30 am;
 - c. Monday through Sunday, 3 pm to 6:30 pm; and
 - d. Sunday owners can only pick up and drop off between 3 pm to 6:30 pm.
3. Waste shall be removed from the kennels daily to a covered dumpster which shall be emptied weekly.
4. Hours of operations for Grooming to be Monday – Saturday 8 am to 6 pm.
5. Term of this Conditional Use Permit is indefinite.

Dated this 10th day of August, 2022.

Attest:


Cynthia L. Lane, County Clerk

Sweetwater County
Planning and Zoning Commission

Angela Wilson, Chairperson

RESOLUTION 22-08-ZO-02
A CONDITIONAL USE PERMIT FOR KENNELS AND PET BOARDING AND GROOMING

WHEREAS, Brenda Baker is requesting a **Conditional Use Permit for Kennels and Pet Boarding, and Grooming** in accordance with Section 7 of the 2015 Zoning Resolution to continue operating Pampered Paws Boarding and is requesting to extend the hours of operation and add onsite grooming (Pampered Paws Boarding & Grooming LLC). This Conditional Use Permit is requested for a 0.99 acre parcel of land currently owned by Brenda Baker and legally described as:

*A piece, parcel or tract of land located in the SW1/4SW1/4, Section 4, Township 19 North, Range 105 West of the 6th P.M., Sweetwater County, Wyoming, being particularly described as follows:
Beginning at a point on the west boundary line of said Section 4 which is located North 0°02'52" East, a distance of 312.5 feet from the southwest corner of said Section 4; Thence North 0°02'52" East along the west line of said Section 4, a distance of 331.2 feet, more or less, to a point; Thence South 89°39'10" East, a distance of 120.7 feet to a point; Thence South 0°02'52" West, a distance of 331.2 feet, more or less, to a point; Thence North 89°39'10" West, a distance of 120.7 feet to the Point of Beginning.*

WHEREAS, the Sweetwater County Board of County Commissioners held a public hearing in regards to this matter on August 16, 2022 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 APPROVES the Conditional Use Permit for Kennels & Pet Boarding & Grooming in accordance with Section 7 of the 2015 Zoning Resolution with the following conditions:

1. The Conditional Use Permit for Pet Boarding and Grooming is personal to the applicant, Brenda Baker.
2. Dog clients shall only be allowed outside of their kennel during the following times:
 1. When being dropped off or picked up by their owners;
 2. Monday through Sunday, 8 am to 10:30 am;
 3. Monday through Sunday, 3 pm to 6:30 pm; and
 4. Sunday owners can only pick up and drop off between 3 pm to 6:30 pm.
3. Waste shall be removed from the kennels daily to a covered dumpster which shall be emptied weekly.
4. Hours of operations for Grooming to be Monday – Saturday 8 am to 6 pm.
5. Term of this Conditional Use Permit is indefinite.

Dated this 16th day of August, 2022.

Sweetwater County
Board of County Commissioners

Jeffrey W. Smith, Chairman

Roy Lloyd, Member

Lauren Schoenfeld, Member

Attest:

Mary E. Thoman, Member

Cynthia L. Lane, County Clerk

Randal M. Wendling, Member



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



BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

Meeting Date Requested: AUGUST 16, 2022	Contact Phone and E-mail:
Presenters Name, Title and Name of Organization: CYNTHIA L. LANE COUNTY CLERK	Exact Wording for Agenda: PUBLICATION OF NAME, POSITION, BASE ANNUAL SALARY OF AND AMOUNT OF OVERTIME PAY PAID TO EACH FULL-TIME COUNTY EMPLOYEE AND EACH ELECTED OFFICIAL.
Preference of Placement on Agenda & Amount of Time Requested for Presentation	Will there be handouts? (If yes, include with meeting request form) YES
Will handouts require SIGNATURES: YES 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 forward in word format to shoemakers@sweetwatercountywy.gov
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@sweetwatercountywy.gov
*****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@sweetwatercountywy.gov
- 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 WY

Public Salary Disclosure

Pursuant to Wyoming Statute 18-3-516(b) - Publication of name, position, actual wages and amount of overtime pay paid to each full-time employee and each Elected Official.

Department	Employee Name	Position Desc	Total Pay
COUNTY COMMISSIONERS	ROY A LLOYD	COUNTY COMMISSIONER	36000.00
	LAUREN F SCHOENFELD	COUNTY COMMISSIONER	36000.00
	JEFFREY W SMITH	COUNTY COMMISSIONER	36000.00
	MARY E THOMAN	COUNTY COMMISSIONER	38395.30
	RANDAL M WENDLING	COUNTY COMMISSIONER	36000.00
ENGINEERING	GENE LEGERSKI	PUBLIC WRKS DIRECTOR	170043.64
CUSTODIAL	KAREN L BAILEY	CUSTODIAN SUPERVISOR	64726.77
	RACHEL S ANSON	CUSTODIAN	37026.15
	NORMA J CERVANTES	CUSTODIAN	38946.83
	JAMES D CLARK	CUSTODIAN	37924.33
	DOYL A CLARK	CUSTODIAN	41861.63
	SCOTT W COLPITTS	CUSTODIAN	41281.45
	KATHERINE E DOAK	CUSTODIAN	15950.98
	AMBER M JUEL	CUSTODIAN	3537.38
	VICKY A MARTIN	CUSTODIAN	35547.27
	CRISTOFER D PHILLIPS	CUSTODIAN	38240.19
	CALLIE L PROCTOR	CUSTODIAN	2178.11
	ERIN O RANGER	CUSTODIAN	36409.67
FACILITIES MAINTENANCE	RICKEY L ROCKEY	FACILITIES MAINTENANCE SUPERINTENDENT	92433.48
	CHAD W MUNIZ	BLDG/MAINT WORKER	53495.66
	DUANE E DOMSON	BLDG/MAINT WORKER II	60948.84
	TYLER J DOYLE	BLDG/MAINT WORKER	52873.56
	BRYCE A KALISTA	FACILITIES MAINTENANCE WORKER	48610.84
FACIL PARKS AND REC	CHRISTOPHER P BRADFORD	PRKS REC SUPERINTEND	69892.64
	DAUNTE D KROUPA	MAINTENANCE WORKER I	4027.18
FLEET/VEHICLE MAINTENANCE	PHILIP S BROWN	MECHANIC SUPRVSR	66681.32
	TRAVIS I GARCIA	MECHANIC	60112.00
GRANTS ADMINISTRATION	KRISENA L MARCHAL	GRANTS MANAGER	106720.36

HUMAN RESOURCES	GARRY A MCLEAN	HR DIRECTOR	117617.80
	ASHLEY L SMITH	HR SPECIALIST	53097.08
	BRENDA L RAE	HR SPECIALIST	73997.47
INFORMATION TECHNOLOGY	TIMOTHY V KNIGHT	IT DIRECTOR	124277.60
	MYRON W COOKE	INFO SECURITY PRFSNL	96117.45
	JACOB CHAMBERS	IT SUP SPECIALIST	83163.62
	MIKE T HART	NTWRK ADMINISTRATOR	92700.68
	BRANDON S HUTCHINSON	PC SUPPORT TECH	59105.77
	JENNIFER I PETRELLA	SYST ADMINSTRATOR	87793.97
	KARIN L KELLY	JUV PROB DIRECTOR	92243.92
JUVENILE PROBATION	DIANA C MELTON	PROBATION AGENT	52932.59
	TORI Z ROBERT	PROBATION AGENT	53159.21
	KORI L ROSSETTI	PROBATION AGENT	19633.23
LAND USE	ERIC C BINGHAM	LAND USE DIRECTOR	124578.88
	JAMES C ZIMMERMAN	CODE ENF&PERMTSPCLST	82533.45
	KAYLA L MCDONALD	ECONOMIC DEVELOPMENT SPECIALIST	60011.90
	MEGANN A TOOMER	GIS / MAPPER	67155.81
	STEPHANIE A MECHLING	ADMIN ASST	41823.46
	MARJORIE K DERNOVICH	PURCHASING MANAGER	112035.76
PURCHASING	AUSTIN G MOFFITT	PURCH/INV CLERK	41721.45
	BEVERLY A MURPHY	PURCH/INV CLERK	49669.43
	ERIN E WYANT	WRHSE/INVNTY CTRLR	58742.76
ROAD AND BRIDGE	DUSTY D CARLISLE	ADMIN ASST	43118.46
	CARL J ANDERSON	EQUIP OPERATOR	51762.77
	RONNIE A AULGER	EQUIP OPERATOR	5023.53
	KYLE A BOHLMANN	EQUIP OPERATOR	4793.09
	STEPHEN R BROWN	EQUIP OPERATOR	43053.85
	SAMUEL R GEE	EQUIP OPERATOR	51773.13
	WILLIAM J HAECK	EQUIP OPERATOR	51548.25
	PAUL R HESTER	EQUIP OPERATOR	59229.28
	ROBIN L HOOD	EQUIP OPERATOR	45547.03
	MARK A JUSTESEN	EQUIP OPERATOR	58170.40
	REIJO K KOIVUSAARI	EQUIP OPERATOR	60078.49
	DEWEY D LAMB	EQUIP OPERATOR	58795.51
	RAYMOND D MCFARLAND	EQUIP OPERATOR	54761.69
	PATRICK S O'BRIEN	EQUIP OPERATOR	53769.76
	MARK A PARKER	EQUIP OPERATOR	59555.62
	JOSHUA M ROBERT	EQUIP OPERATOR	56622.05
	LUKE J SMITH	EQUIP OPERATOR	51415.00
	ANTHONY L SPIKER	EQUIP OPERATOR	53324.11

	CHRISTOPHER K WEST	EQUIP OPERATOR	55713.94
	ANTHONY S CARSON	FOREMAN	75905.55
	LUTHER C SCOTT	FOREMAN	61879.69
	WILLIAM R MEESE	MECHANIC II	60526.60
VETERANS SERVICES OFFICE	SYLVIA ESQUIBEL	VSO OFFICER	50866.25
	BILLIE P HAMBY	VSO OFFICER	46599.89
	NANCY A STAFFORD	VSO OFFICER	49116.14
COUNTY ASSESSOR	DAVID S DIVIS	COUNTY ASSESSOR	100000.00
	HEATHER ALLEN	DEPUTY-APP TECH	35518.93
	JESKA L BRUCE	DEPUTY-APP TECH	36312.38
	KACEY M KIGHT	DEPUTY-APP TECH	34116.35
	SAMANTHA L POTTER	DEPUTY-APP TECH	39667.07
	JOE D SANCHEZ	DEPUTY-APP TECH	48778.04
	ROBB E LANCASTER	DEPUTY-APP TECH	2745.08
	MARIANNE STACEY	DEPUTY-CHF APPRAISER	56332.41
COUNTY ATTORNEY	DANIEL E ERRAMOUSPE	COUNTY ATTORNEY	100000.00
	TAHNEE L ALTON	DEP CNTY & PROS ATTY	37178.34
	LORA E COOPER	DEP CNTY & PROS ATTY	94459.72
	JOHN J DELEON	DEP CNTY & PROS ATTY	97281.28
	MICAELA T LYNCH	DEP CNTY & PROS ATTY	87370.84
	HILLARY B MCKINNEY	DEP CNTY & PROS ATTY	90428.20
	JOHN H OLSON	DEP CNTY & PROS ATTY	87370.84
	KRISTI L PUCCI	DEP CNTY & PROS ATTY	89980.24
	LAUREN R RADAKOVICH	DEP CNTY & PROS ATTY	92668.00
	TERESA S THYBO	DEP CNTY & PROS ATTY	102125.20
	ROBERT W MIZEL	INVESTIGATOR	64062.64
	JAMIE L ADAMS	LEGAL SECRETARY	49521.22
	TONI J BELCHER	LEGAL SECRETARY	53867.39
	CHANDRA L GUILLEN	LEGAL SECRETARY	49854.90
	RILEY A MCKENZIE	LEGAL SECRETARY	34640.79
	JACQUELYN L MORRISON	LEGAL SECRETARY	56472.46
	DANEA M PISTONO	LEGAL SECRETARY	59854.50
	JEANNE I SIEGEL	LEGAL SECRETARY	42717.49
	SHAWN D TARUFELLI	LEGAL SECRETARY	54815.81
	AMANDA L CHETTERBOCK	OFFICE MANAGER	83160.18
	SADIE R TRAPP	VICTIM/WITNESS COORD	56648.80
COUNTY CLERK	CYNTHIA L LANE	COUNTY CLERK	100000.00

	KERRY F SHAW	DEPUTY-ACCOUNT CLERK	63457.87
	BRITTNEY M TREVINO	DEPUTY-ACCOUNT CLERK	5095.96
	ANITA R FREY	DEPUTY-ACCOUNT CLERK	65214.51
	CINDY R GUNTER	DEPUTY-RCRD CLRK UCC	48264.65
	DONNA J WARDELL	DEPUTY-RECORD CLERK	49878.51
	PENNY WILDE PIZZIE	DEPUTY-RECORD CLERK	41820.11
	JENNIFER L HOGAN	DEPUTY-TITLE CLERK	43160.24
	STEFANIE C PRICE	DEPUTY-TITLE CLERK	41473.44
	CHANTEL R KNEZOVICH	DEPUTY-TITLE CLERK	40222.61
	KIMBERLY A KRMPOTICH	DEPUTY-TITLE CLERK	6740.81
	BAILEE A RANSOM	DEPUTY-TITLE CLERK	7063.14
FINANCIAL MANAGEMENT COMMISSIONER SUPPORT ELECTIONS	BONNIE BERRY	DEPUTY ACCNTNG MNGR	116943.46
	SALLY K SHOEMAKER	CLERKS - OFFICE MANAGER	59710.72
	KYLE E GASAWAY	DEPUTY-ELECTION CLRK	44481.35
CLERK OF DISTRICT COURT	DESTINEE A MORISON	ELECTION CLERK	48391.03
	DONNA L BOBAK	CLERK OF DIST COURT	100000.00
	BELINDA K BRIDEWELL	CHIEF DEPUTY-CKDIST	85400.00
	STACY L KLINGENSMITH	COURT CLERK	40987.34
	ALISON M PALM	COURT CLERK	40885.74
	DONNA S RATLIFF	COURT CLERK	37417.03
	BROOKE N ADAMS	COURT CLERK	34916.34
	BEATRIZ SORIANO	COURT CLERK	36243.44
COUNTY CORONER	DALE S MAJHANOVICH	COUNTY CORONER	65000.00
COUNTY SHERIFF	JOHN M GROSSNICKLE	COUNTY SHERIFF	100000.00
	JASON J LOVE	UNDERSHERIFF	98286.76
	KELLY L COMPAU	CLERK	49978.14
	CHELSE L TIPTON	ADMIN ASST/OFFC MGR	64539.39
	ANTHONY J NIEMIEC	COURT SEC CORPORAL	72729.05
	RONALD L COVEY	COURT SECURITY	63202.67
	MARK A FURMAN	COURT SECURITY	50544.26
	RANDY H HANSON	COURT SECURITY	51718.19
	JEREMY R THOMPSON	COURT SECURITY	53697.03
	GLEN R WILLIAMS	COURT SECURITY	51463.92
	DAVID M JOHNSON	COURT SECURITY SGT	86531.47
	JOSEPH A TOMICH	DETECTIVE LT	86931.99
	MICHELLE N HALL	DETECTIVE SGT	87154.32
	JEFF A SHEAMAN	DETECTIVE/CPRL	80765.79
	STEPHANIE L CASSIDY	PATROL DEPUTY	66843.91
	BRITTANY S FLORES	PATROL DEPUTY	71723.58
	BRADLEY R FREEMAN	PATROL DEPUTY	73951.44

ZACHARY D FRYER	PATROL DEPUTY	66853.32
JOHN C HANSEN	PATROL DEPUTY	72558.45
MARIE B MAMMANO	PATROL DEPUTY	70638.34
ASHLEY C MCPHIE	PATROL DEPUTY	65372.25
MICHAEL A MERKLEY	PATROL DEPUTY	89519.88
SCOTT A MORRIS	PATROL DEPUTY	89288.72
LEELAND J REESE	PATROL DEPUTY	78734.29
SEAN P SNYDER	PATROL DEPUTY	85970.77
AARON J SPRECHER	PATROL DEPUTY	91109.32
CHRIS A SUTTON	PATROL DEPUTY	73564.32
CHRISTIAN D VONDENKAMP	PATROL DEPUTY	58768.57
CASEY C WATKINS	PATROL DEPUTY	87218.41
MATTHEW T WHARTON	PATROL DEPUTY	77850.02
RICHARD P FISCHER	PATROL LT	84089.68
MATTHEW E BARTOLOTTA	PATROL SGT	101923.72
DEREK A MORRELL	PATROL SGT	84008.55
STEVEN S POWELL	PATROL SGT	114332.85
JAMES H RHEA	PATROL SGT	75465.84
JEANNIE L DEMAS	PROCESS SERVER	51565.75
AMANDA A LEE	PROCESS SERVER	44726.01
JASON E MOWER	PUBLIC INFO OFFICER	67028.09
ALICIA E TUCKER	RECORDS MANAGER	52195.50
MANDI R HAWKINS	2ND LIEUTENANT	82600.12
TRACY A HAFNER	ADMINISTRATIVE SUPPORT CLERK	52569.99
KITTY L HARNS LEE	ADMINISTRATIVE SUPPORT CLERK	46931.49
VERNON E HENNESAY	CONTROL ROOM WORKER	45278.71
ANGELA G NORRIS	CONTROL ROOM WORKER	37341.99
FELICITY N PETERSON	CONTROL ROOM WORKER	40711.39
ANGELA M PLENGE LOCKE	CONTROL ROOM WORKER	46624.13
CANDACE R RAMOS	DETENTION CORPORAL	67186.31
RICHARD F KAUMO	DETENTION LT	90491.21
BOBBY R ALLISON	DETENTION OFFICER	76121.84
KATHERINE M BYERS	DETENTION OFFICER	63483.00
FOREST H BYERS	DETENTION OFFICER	72896.55
TREVOR R CHRISTENSEN	DETENTION OFFICER	2917.91
TRINITY S CHRISTENSEN	DETENTION OFFICER	64989.33
KRYSTAL M HOSSELE	DETENTION OFFICER	57409.95
ABBAY L KECK	DETENTION OFFICER	2661.55
DARREN J LAURA	DETENTION OFFICER	73121.60
ANA K LINDIG	DETENTION OFFICER	59689.12

**COUNTY DETENTION
CENTER**

	ELIZABETH I LOPEZ	DETENTION OFFICER	66196.74
	JOSEPH A PORTER	DETENTION OFFICER	64384.93
	DWAINE K SHAFE	DETENTION OFFICER	76503.11
	CALEB P SPRECHER	DETENTION OFFICER	61616.71
	JENNIFER L SULLIVAN	DETENTION OFFICER	59051.70
	MATTHEW J WEBER	DETENTION OFFICER	65133.42
	SHAUNA R WEBER	DETENTION OFFICER	72023.06
	CAITLYN C ZARAGOZA	DETENTION OFFICER	61600.97
	DAKOTA C CARLSEN	DETENTION OFFICER	65306.36
	ELLOREE F LISON	DETENTION OFFICER	56027.67
	SCOTT A SCHULTZ	DETENTION OFFICER	71431.12
	GERALD R CARR	DETENTION SGT	82271.38
	BRANDY J DICK	DETENTION SGT	83512.73
	GILBERT P GERMAN	DETENTION SGT	86233.96
	ANDREW G MOFFATT	DETENTION SGT	91171.50
	CHEYENNE N ESPINOSA	FOOD SERVICE WORKER	38909.41
	LESLIE M HOWER	FOOD SERVICE WORKER	13257.27
	KRISTI S WERTZ	FOOD SERVICE WORKER	13132.87
	ANGELA R GOWING	FOOD SERVICE WRKR III	44126.89
	TRUDY K TORREZ	FOOD SERVICE WRKR III	49866.10
	KAYDIN J DANIEL	REGISTERED NURSE	86492.88
	RANA L MCCALLUM	REGISTERED NURSE	79650.19
	MISTY D UPCHURCH	REGISTERED NURSE	9682.08
	EMILY MARTINEZ COVEY	EMERG MGT COORDINATOR	51857.85
EMERGENCY MGMT/HOMELAND SECRTY ANIMAL CONTROL COUNTY TREASURER	CHRISTINE L THOMAS	ANIMAL CTRL OFFICER	47662.86
	JOSEPH M BARBUTO	COUNTY TREASURER	86410.30
	SHELLEY A RUST	DEPUTY-TAX SUPERVSR	73821.71
	LONA K LATORRE	DEPUTY-MOTOR VEH SUP	64795.50
	LYNNE P CLARK	DEPUTY-LICENSE CLERK	43702.06
	RHONDA L JOHNSON	DEPUTY-LICENSE CLERK	45861.93
	VALERIE R KNIGHT	DEPUTY-LICENSE CLERK	39837.35
	LISA J MARSING	DEPUTY-LICENSE CLERK	40834.95
	JANA N OWENS	DEPUTY-LICENSE CLERK	39207.05
	ANITA M TODD	DEPUTY-LICENSE CLERK	53561.09
	MARYANN UHLENHOP	DEPUTY-LICENSE CLERK	36635.82

AMANDA J CONAWAY	DEPUTY-LICENSE CLERK	36520.97
------------------	----------------------	----------

NOTE: ALL SALARIES ARE LISTED AS BASE ANNUAL SALARIES OR ACTUAL WAGES, NOT INCLUDING ANY BENEFITS SUCH AS HEALTH INSURANCE COSTS, LIFE INSURANCE BENEFITS AND PENSION PLANS. ANY OVERTIME THAT THE EMPLOYEE EARNED AND WAS PAID BY THE COUNTY IS ALSO INCLUDED.

FILED WITH THE BOARD OF COUNTY COMMISSIONERS THIS 16TH DAY OF AUGUST 2022.

THE BOARD OF COUNTY COMMISSIONERS OF
SWEETWATER COUNTY, WYOMING

JEFFREY W. SMITH, CHAIRMAN

ROY LLOYD, MEMBER

LAUREN SCHOENFELD, MEMBER

MARY THOMAN, MEMBER

ATTEST:

CYNTHIA L. LANE, COUNTY CLERK

RANDAL M. WENDLING, MEMBER



SWEETWATER

C.O.U.N.T.Y



BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

Meeting Date Requested: 08/16/2022	Contact Phone and E-mail:
Presenters Name, Title and Name of Organization: CYNTHIA LANE, COUNTY CLERK	Exact Wording for Agenda: APPROVAL OF A CATERING PERMIT FOR SANTA FE TRAIL INC, DBA SANTA FE SOUTHWEST GRILL ON AUGUST 30, 2022 FOR THE SOLVAY PICNIC AT JAMESTOWN SWEETWATER COUNTY PICNIC GROUNDS.
Preference of Placement on Agenda & Amount of Time Requested for Presentation	Will there be handouts? (If yes, include with meeting request form) YES
Will handouts require SIGNATURES: YES 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 forward in word format to shoemakers@sweetwatercountywy.gov
Additional Information: ATTACHED IS A LETTER OF APPROVAL FROM THE CITY OF ROCK SPRINGS ALLOWING SANTA FE TRAIL INC., DBA SANTA FE SOUTHWEST GRILL	
TO OBTAIN THE ONE DAY CATERING PERMIT FROM SWEETWATER COUNTY	

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@sweetwatercountywy.gov
*****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@sweetwatercountywy.gov
- 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.



Department of Finance & Administration
212 D Street, Rock Springs, WY 82901
(307) 352-1500 • Fax (307) 352-1516

August 9, 2022

Sweetwater County Clerk
Attention: Kerry
80 W Flaming Gorge Way Suite 150
Green River Wyoming 82935

RE: Approval of Transfer for Liquor Catering Permit

Dear Kerry:

On August 2, 2022, the Governing Body of the City of Rock Springs approved a request from Santa Fe Trail, Inc. to transfer their liquor license to cater the following event:

Solvay Picnic
August 30, 2022
Sweetwater Picnic Grounds in Jamestown
6:00 p.m.

Let me know if you need anything else to approve this permit.

Sincerely,

Kristyn Muniz
Deputy City Clerk

APPLICATION FOR CATERING PERMIT

Licensing Authority: SWEETWATER COUNTY

Name of Event: Solvay Picnic - JAMESTOWN S.W.T. CITY PICNIC GROUNDS

Permit from: 08/30/2022 To: 08/30/2022 Local Permit Number: _____

Number of Days Permitted: one Fee per day: 10⁰⁰ Total fee: 10⁰⁰

Applicant: Santa Fe Trail Inc D/B/A: Santa Fe Southwest Grill

Contact Person: Cathy Witt Phone: (____) _____ - _____

Company Location: 1635 Elk Street City: Rock Springs State: WY Zip: 82901

1635 Elk Street Rock Springs WY 82901

Mailing Address: _____ City: _____ State: _____ Zip: _____

Business Phone: 307-389-1188 / 307 362 5427 Residence Phone: _____

Applicants that are receiving anything of value (i.e. money, goods and/or services)
Location of Sales: **from any industry representative must answer the following:**

As an applicant for a catering permit, are you:

A nonprofit corporation organized under the laws of this state; YES ☐ NO ☒

Qualified as a tax exempt organization under the Internal Revenue Code; YES ☐ NO ☒

And have been in continuous operation for not less than two (2) years. YES ☒ NO ☐

FILING AS (CHOOSE ONLY ONE)

☐ INDIVIDUAL ☐ PARTNERSHIP ☒ CORPORATION ☐ LLC ☐ LLP

NOTE: Individual and Partnership filers must be domiciled residents of Wyoming for at least one year and not claimed residence in any other state in the last twelve months.

If a corporation, LLC or LLP list the full names and residence address of all the officers and directors and of all shareholders owning jointly or severally ten percent (10%) or more of the stock of the corporation, LLC or LLP. Use back of form if additional space is needed.

For Corp, LLC, LLP Applicants Legal Names	Date of Birth	DO NOT LIST PO BOXES Residence Address, Street, City, State & Zip	Residence Phone Number	No of years in Corp or LLC	% of Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Shane M Patterson	12/17/1971	3417 Brickyard Ave Rock Springs, WY 82901	307-389-6722	26	49%	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Cory Gardner	09-11-1973	3416 Brickyard Ave Rock Springs, WY 82901	307-389-6767	26	49%	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Micki Patterson	10-21-1950	1753 Walnut St Rock Springs, WY 82901	307-389-6371	26	1%	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Gordon M Patterson	08-29-1950	1753 Walnut St Rock Springs, WY 82901	307-389-5483	26	1%	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

By filing this application. I agree to operate in Wyoming under the requirements of **W.S. 12-4-502** and all other applicable Wyoming laws and rules, and to file required sales tax reporting documents and taxes.

Santa Fe Trail Inc (dba Santa Fe Southwest Grill)


By signing this application, I acknowledge for _____
(Business name) that all of the information provided is true and correct, and that I agree to meet the Wyoming operating conditions specified above. This application must be signed by the owner, partner, corporate officer or LLC/LLP member.


VERIFICATION OF APPLICATION

(Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, **TWO (2)** Corporate Officers/Directors, or **TWO (2)** Club Officers.) W.S. 12-4-102(b)

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

Dated this 28th day of July, 2022.



Applicant


Applicant

Signature of Licensing Authority Official

CHAIRMAN

Title

AUGUST / 16 / 2022

Date

Santa Fe Southwest Grill
1635 Elk Street
Rock Springs, WY 82901

July 28, 2022

Sweetwater County Commissioners
80 W Flaming Gorge Way Suite 150
Green River, Wyoming 82935

Re: Catering Permit

To Whom It May Concern:

Santa Fe Southwest Grill respectfully requests a Catering Permit for the Solvay Picnic to be held at the Sweetwater County Picnic grounds in Jamestown on August 30, 2022 at 6 p.m.

A check for the one day event for \$10 is enclosed with the Application for Catering Permit. Kristyn, Deputy City Clerk of Rock Springs will be sending the Letter of Transfer to Kerry after the City Council approval.

With Kind Regards,



Cathy Witt
307.389.1188

RECEIVED
AUG 01 2022
SWEETWATER CO CLERK



SWEETWATER

C.O.U.N.T.Y



BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

Meeting Date Requested: August 16th, 2022	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: AML Surface Owners Consent for Exploratory Drilling 400 C Street
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="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 the surface owners consent for 400 C Street and allow the chairman to sign all necessary documents.	

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.
- 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.

BRS, Inc.

1130 Major Ave.
Riverton, WY 82501
E-Mail: brs@brsengineering.com
307-857-3079 Fax: 307-857-3080



July 25, 2022

Sweetwater County Library
80 West Flaming Gorge Way
Green River, WY 82935

RE: AML Project 17.6C – Statewide Subsidence Mitigation – Exploratory Drilling

To Whom It May Concern:

The Wyoming Department of Environmental Quality, Abandoned Mine Land Division (AML) is planning to conduct exploratory drilling adjacent to the Sweetwater County Library facility on 400 C Street, in 2022. The purpose of the work is to determine and characterize the extent of past underground coal mining and to reduce the potential impacts from underground mine subsidence. The engineering firm hired by AML for this project is BRS, Inc., Riverton, Wyoming, in association with Western Engineers and Geologists, Rock Springs, Wyoming.

We are contacting you at this time, because we are planning an exploratory drilling project this Summer near your residence at one of your neighbor's properties. Please see attached mapping showing the proposed work areas.

AML is offering to cover the premium of the Subsidence Insurance for one year for the planned exploratory drilling work, the same as every adjacent property to the work.

If you would kindly fill out and return the two attached forms, it would be greatly appreciated. Please do let me know if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ryan Reed", written over a light blue horizontal line.

Ryan Reed, P.E.
BRS, Inc. Engineering

CC: Mila Brown, AML Project Manager
Harold Hutson, BRS, Inc.

Attn: Mine Subsidence Information Form
Surface Owner Consent for Reclamation
Mapping of the proposed work area

Mine Subsidence Information

Property Owner: Sweetwater County Library
Name(s): _____
Physical Address: 400 C Street
Rock Springs, WY 82901
Mailing Address: 80 West Flaming Gorge Way
(If Different) Green River, WY 82935

The property referenced above and shown on the following figure is:

- ☒ Undermined by abandoned mine workings at an approximate depth of less than 100 feet.
- ☐ Adjacent to abandoned mine workings at an approximate depth of _____
- ☐ Potentially undermined by abandoned mine workings.
- ☐ Not impacted by any known abandoned mine workings.

AML is planning to conduct investigative drilling and/or mine subsidence mitigation if conditions warrant. The work in the planned Project Area(s) will be:

- ☐ On your property, provided you consent to the work being performed.
- ☒ Near your property on adjacent properties and/or within the public ROW.

Based upon potential for abandoned mine subsidence on the property reference above:

- ☐ It is Recommended that Remediation efforts be made.
- ☐ It is Recommended that Exploratory Drilling be completed.
- ☒ No Remediation Action is necessary at this time.

As a property owner AML will not enter or do work on your property without consent. Please mark one or more of the following:

- ☐ Property Owner does NOT provide consent for any work.
- ☐ Property Owner consents for investigation drilling and mitigation if required. All planned work will be provided and shown to the Property Owner before any work starts with consent.
- ☐ Property Owner requests AML to provide Mine Subsidence Insurance*

*Mine Subsidence Insurance will be provided by AML at no cost to the property owner during construction, whether investigation or mitigation, for all projects included in the project and adjacent properties who request the insurance. After construction the landowner can maintain the insurance by paying the annual premiums. Prior to issuance of the Mine Subsidence Insurance the property owner must consent to a detailed inspection of the property including the interior of all structures. Mine Subsidence Insurance covers repair of future damage related to mine subsidence but does not cover pre-existing conditions whether related to mine subsidence or not.

**SURFACE OWNER CONSENT FOR RECLAMATION
AML PROJECT NUMBER 17.6C**

AML Site Number and/or Name: Rock Springs No. 2 Mine

AML Project Manager: Mila Brown

AML Consultant: BRS, Inc.

I/we, the Owner(s) of record of the following described property located in Sweetwater County, Wyoming, as described below:

400 C Street, ROCK SPRINGS, WY 82901

(Metes and Bounds Description, Legal Subdivision, Mineral Claim Name, Etc.)

Total Acreage to be reclaimed/description: 0.0 Acres. (Exploratory Drilling)

Hereby grant to the Wyoming Department of Environmental Quality, Abandoned Mine Land Division (AML), its Consultants, and Contractors, the right to enter upon the above described property to restore, reclaim, abate, control or prevent the adverse effects of past mining practices in accordance with plans approved by AML as submitted for the Owners' review by BRS, Inc. (AML Consultant).

Entry, reclamation and abatement work, if any, performed by AML, its Consultants or Contractors, is pursuant to the authority granted in W.S. § 35-11-1201 through 35-11-1209.

This consent to enter upon the above-described property is granted for the length of time necessary to complete the reclamation work and to monitor and conduct maintenance, if necessary, of the reclaimed site for approximately three years thereafter, subject to the Owners' continued ownership of the property. Site assessments may include field investigations, surveys, ground and/or multi-elevation aerial photography, mapping, non-destructive sampling and testing, reporting, and monitoring.

If the Owner requests, AML will add the private landowner as an additional insured on the Consultant's and the Contractor's insurance policies.

In granting consent to this entry, the Owner does not waive any rights conferred upon the Owner by virtue of the language contained in Wyo. Stat. § 35-11-1201 through § 35-11-1209, Abandoned Mine Reclamation Program. In granting consent the Owner agrees to manage the reclaimed areas consistent with the post reclamation land use and to assist AML with the routine maintenance and protection of these areas. AML will be responsible for major repairs and major maintenance items. If the Owner finds any areas that may require major repairs or maintenance, the Owner will notify AML of the need for such repair or maintenance.

Sweetwater County:

***Jeffrey Smith,**
Chairman, County Commission

Attest:

***Cynthia L. Lane,**
Sweetwater County Clerk

Wyoming Department of Environmental Quality, Abandoned Mine Land Division

By: _____ Date: _____
AML Consultant

By: _____ Date: _____
AML Representative



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



BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

Meeting Date Requested: 08/16/2022	Contact Phone and E-mail: Garry McLean - mcleang@sweetwatercountywy.gov John Grossnickle- grossnicklej@sweetwatercountywy.gov
Presenters Name, Title and Name of Organization: Garry McLean, HR Director John Grossnickle, Sheriff	Exact Wording for Agenda: Request to Restaff Vacant Position in the Detention Center
Preference of Placement on Agenda & Amount of Time Requested for Presentation 5 minutes	Will there be handouts? (If yes, include with meeting request form) yes
Will handouts require SIGNATURES: yes 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 forward in word format to: shoemakers@sweetwatercountywy.gov
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@sweetwatercountywy.gov
*****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@sweetwatercountywy.gov
- 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
Request to Restaff Vacant Position

Board Meeting Date: 8/16/2022

Department: Sheriff's Dept. - Detention Center

Position: Food Service Worker

Vacancy Date: 7/28/2022

Reason for vacancy: Employee termination

Department Request: To Restaff position immediately in a full time capacity with full benefits

Anticipated Re-staff Date 9/1/2022

Board Action

Approved _____

Date: 8/16/2022

Denied _____

Full time _____

Part time _____

Hours (if part
time) _____

Restaff Immediately _____

Delay restaffing
until (month) _____

			Monthly								Annual Cost of employment
	Position	Hire Date	Salary	Retirement	Health Insurance	LTD	FICA	Workers Compens ation	Total benefits	Total cost of employment (salary + benefits)	
Previously staffed position	Food Service Worker I - entry level (Grade 6, step 1)	1/5/2022	\$ 2,729.95	\$ 508.32	\$ 2,894.11	\$ 8.19	\$ 208.84	\$ 58.97	\$ 3,678.42	\$ 6,408.37	\$ 76,900.50
Anticipated Costs to restaff Position Vacancy	Food Service Worker II (Grade 8, step 5)	1/5/2022	\$ 3,386.87	\$ 630.64	\$ 2,894.11	\$ 10.16	\$ 259.10	\$ 73.16	\$ 3,867.16	\$ 7,254.03	\$ 87,048.33
Net Difference			\$ 656.92	\$ 122.32	\$ -	\$ 1.97	\$ 50.25	\$ 14.19	\$ 188.73	\$ 845.65	\$ 10,147.84

Potential
increase due to
Lateral Entry
rate

NOTES

Health Insurance: Anticipates FAMILY health insurance coverage, for new employee. Former employee had Employee + Family coverage

Potentially staffing at a lateral entry rate of pay: step 5 - (10 years service credit)

Annual Salary range after 6 months: \$33,736.92 (Grade 6, step 2 - entry level) to \$40,642.44 (Grade 8, step 5 maximum Lateral Rate)

Brenda Rael

Reviewed by HR Representative (signature)

John M. Tossnebeck

Reviewed by Department Head/ Elected Official (signature)

Commission Chair (signature)

8/8/2022

Date:

8/8/2022

Date:

Date:



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



BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

Meeting Date Requested: 08/16/2022	Contact Phone and E-mail: Garry McLean - mcleang@sweetwatercountywy.gov Donna Lee Bobak - bobakd@sweetwatercountywy.gov
Presenters Name, Title and Name of Organization: Garry McLean, HR Director Donna Lee Bobak, Clerk of District Court	Exact Wording for Agenda: Request to Staff a Temporary Position and Request to Restaff a Full-time Vacant Position in the Clerk of District Court's Office
Preference of Placement on Agenda & Amount of Time Requested for Presentation 5 minutes	Will there be handouts? (If yes, include with meeting request form) yes
Will handouts require SIGNATURES: yes 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 forward in word format to: shoemakers@sweetwatercountywy.gov
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@sweetwatercountywy.gov
*****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@sweetwatercountywy.gov
- 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
Request for Temporary Position**

Board Meeting Date: 8/16/202

Department: Clerk of District Court's Office

Position: Temporary Court Clerk

Vacancy Date: n/a

Reason for Request The Clerk of District Court's Office has had a recent resignation. Within the next few weeks, the Clerk of District Court's Office will be going through training for data conversion and they have a jury trial scheduled.

Department Request: Request to hire a temporary position immediately, to work 40 hours per week with no benefits. Anticipated duration: 1 - 2 months.

Anticipated Hire Date 8/17/2022

Board Action

Approved _____

Date: 8/16/202

Denied _____

Full time _____

Part time _____

Hours (if part time) _____

Restaff Immediately _____

Delay restaffing until (month) _____

Position	Hire Date	Monthly							Cost of employment for 2 months
		Salary	Health Insurance	Retirement	FICA	Workers Compensation	Total benefits	Total cost of employment (salary + benefits)	
Temporary Court Clerk (Grade 9, step 2)	8/17/2022	\$ 3,255.14	\$ -	\$ -	\$ 249.02	\$ 56.96	\$ 305.98	\$ 3,561.12	\$ 7,122.25

NOTES

Brenda Rael

Reviewed by HR Representative (signature)

Reviewed by Department Head/ Elected Official (signature)

Commission Chair (signature)

8/8/2022

Date:

8/8/22

Date:

Date:

**Sweetwater County
Request to Restaff Vacant Position**

Board Meeting Date: 8/16/2022

Department: Clerk of District Court

Position: Court Clerk

Vacancy Date: 8/11/2022

Reason for vacancy: Employee resignation

Department Request: To restaff position with full time benefits

Anticipated Re-staff Date 10/1/2022

Board Action	
Approved _____	Date: <u>8/16/2022</u>
Denied _____	
Full time _____	
Part time _____	# Hours (if part time) _____
Restaff Immediately _____	Delay restaffing until (month) _____

			Monthly								Annual Cost of employment
	Position	Hire Date	Salary	Retirement	Health Insurance	LTD	FICA	Workers Compensation	Total benefits	Total cost of employment (salary + benefits)	
Previously staffed position	Court Clerk I (Grade 9 step 2)	6/7/2021	\$ 3,255.14	\$ 606.11	\$ 2,894.11	\$ 12.37	\$ 249.02	\$ 11.07	\$ 3,772.67	\$ 7,027.81	\$ 84,333.75
Anticipated Costs to restaff Position Vacancy	Court Clerk II (Grade 11, step 5)	10/1/2022	\$ 3,920.72	\$ 730.04	\$ 2,894.11	\$ 14.90	\$ 299.94	\$ 13.33	\$ 3,952.31	\$ 7,873.03	\$ 94,476.39
Net Difference			\$ 665.58	\$ 123.93	\$ -	\$ 2.53	\$ 50.92	\$ 2.26	\$ 179.64	\$ 845.22	\$ 10,142.64

Potential increase due to Lateral Entry

NOTES

Health Insurance: Former Employee had Employee + Family health insurance coverage. Anticipate new employee may select EMPLOYEE + FAMILY coverage.

Potentially staffing at a lateral entry rate of pay: step 5 - (10 years service credit), after 6 months service.

Annual Salary range after 6 months: \$39,061.68 (Grade 9, step 2 - entry level) to \$47,048.64 (Grade 11, step 5 maximum Lateral Rate)

Brenda Rael
Reviewed by HR Representative (signature)

Reviewed by Department Head/ Elected Official (signature)

Commission Chair (signature)

8/8/2022
Date:

8/8/22
Date:

Date:



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



BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

Meeting Date Requested: Aug. 16, 2022	Contact Phone and E-mail: Stephanie Harsha, stephanie.harsha@wyo.gov 307-352-3000
Presenters Name, Title and Name of Organization: Peter Stinchcomb, WYDOT District Construction Engineer	Exact Wording for Agenda: Presentation of WYDOT's annual transportation plan and local government collaboration.
Preference of Placement on Agenda & Amount of Time Requested for Presentation 30 minutes for presentation, 15 for questions	Will there be handouts? (If yes, include with meeting request form) No
Will handouts require SIGNATURES: N/A 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 forward in word format to shoemakers@sweetwatercountywy.gov
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@sweetwatercountywy.gov
*****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@sweetwatercountywy.gov
- 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.

Sally Shoemaker

From: Stephanie Harsha <stephanie.harsha@wyo.gov>
Sent: Friday, June 10, 2022 11:51 AM
To: Sally Shoemaker
Subject: Request to get on the Sweetwater County Commission Agenda
Attachments: 2022- FILLABLE BOCC MEETING REQUEST FORM.pdf

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Dear Sally,

WYDOT would like to request some time (45 minutes or so) at the Aug. 16 County Commission meeting to go over local projects and answer any questions the commission may have about WYDOT. We will have a brief powerpoint presentation. Attached is the request form. Thank you!

--

Stephanie Harsha

District 3 Public Relations Specialist
Wyoming Department of Transportation
Rock Springs, Wyoming 82902
office: 307-352-3065 cell: 307-389-0790

stephanie.harsha@wyo.gov

E-Mail to and from me, in connection with the transaction of public business, is subject to the Wyoming Public Records Act and may be disclosed to third parties.



SWEETWATER

C.O.U.N.T.Y



BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

Meeting Date Requested: August 16, 2022	Contact Phone and E-mail: 307-872-3894 llydr@sweetwatercountywy.gov
Presenters Name, Title and Name of Organization: Roy Lloyd, Sweetwater County Commissioner	Exact Wording for Agenda: Amended Combined Communications Joint Powers Agreement
Preference of Placement on Agenda & Amount of Time Requested for Presentation 10 minutes	Will there be handouts? (If yes, include with meeting request form) Yes
Will handouts require SIGNATURES: Yes 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 forward in word format to shoemakers@sweetwatercountywy.gov
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@sweetwatercountywy.gov
****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@sweetwatercountywy.gov
- 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.



City Attorney
212 D Street, Rock Springs, WY 82901
[307] 352-1538 • FAX [307] 352-1537

July 28, 2022

The City of Green River
Attn: Galen West/Reed Clevenger
50 E. 2nd North Street
Green River, WY 82935

VIA: CERTIFIED MAIL

**RE: CITY OF ROCK SPRINGS, WYOMING, CITY OF GREEN RIVER,
WYOMING, SWEETWATER COUNTY, WYOMING AMENDED
COMBINED COMMUNICATIONS JOINT POWERS AGREEMENT**

Dear Mr. West:

Enclosed you will find four (4) original copies of the Amended Combined Communications Center Joint Powers Agreement, approved as to form by the Supervising Attorney General. Please have your client execute all four originals and return the originals to us when their execution is complete. Once received, we will forward them to the Attorney General for formal approval. Following approval by the Attorney General, we will provide each of the parties with an original copy of the agreement for their records and reference.

Thank you for your prompt attention in this matter.

Yours,

Richard W. Beckwith
City Attorney

rw b

Enclosures



City Attorney
212 D Street, Rock Springs, WY 82901
[307] 352-1538 • FAX [307] 352-1537

July 28, 2022

Sweetwater County Attorney
Attn: Daniel Erramouspe/John DeLeon
50140C US Highway 191 South, Suite 400
Rock Springs, WY 82901

VIA: CERTIFIED MAIL

**RE: CITY OF ROCK SPRINGS, WYOMING, CITY OF GREEN RIVER,
WYOMING, SWEETWATER COUNTY, WYOMING AMENDED
COMBINED COMMUNICATIONS JOINT POWERS AGREEMENT**

Dear Mr. Erramouspe:

Enclosed you will find four (4) original copies of the Amended Combined Communications Center Joint Powers Agreement, approved as to form by the Supervising Attorney General. Please have your client execute all four originals and forward all four originals to the City of Green River for execution in the pre-addressed, postage-prepaid envelope provided.

We have provided an envelope for the City of Green River to return the originals to us when their execution is complete. Once we receive them back from the City of Green River, we will forward them to the Attorney General for formal approval. Once approved, we will provide each of the parties with an original copy of the agreement for their records and reference.

Thank you for your prompt attention in this matter.

Yours,

Richard W. Beckwith
City Attorney

rwB

Enclosures

cc: Galen West
Tyler Renner
Tim Kaumo

**CITY OF ROCK SPRINGS, WYOMING
CITY OF GREEN RIVER, WYOMING
SWEETWATER COUNTY, WYOMING
AMENDED COMBINED COMMUNICATIONS
JOINT POWERS AGREEMENT**

THIS AGREEMENT is entered into on this 19th day of July 2022 by and between the City of Rock Springs, Wyoming, a Wyoming Municipal Corporation (hereinafter "Rock Springs"); the City of Green River, Wyoming, a Wyoming Municipal Corporation (hereinafter "Green River") and Sweetwater County, Wyoming, a body corporate and politic of the State of Wyoming (hereinafter "Sweetwater County");

WITNESSETH:

WHEREAS, Rock Springs, Green River and Sweetwater County, each constitute an "agency" as defined in the Wyoming Joint Powers Act, Wyo. Stat. §16-1-102 through §16-1-110 (hereinafter referred to as "The Act"), and are sometimes referred to in the singular as "Participating Agency" and collectively as "Participating Agencies"; and,

WHEREAS, the Act [§ 16-1-104(a)] provides that any power, privilege or authority exercised or capable of being exercised by an agency may be exercised and enjoyed jointly with any other agency having a similar power, privilege or authority; and,

WHEREAS, the Act further provides that a county may enter into and operate under a joint powers agreement with one or more agencies for the performance of any function that the agency is authorized to perform; and,

WHEREAS, pursuant to Wyo. Stat. §18-2-108(a) counties and municipalities have the authority to enter into joint agreements for the establishment and operation of police protection agencies; and,

WHEREAS, pursuant to Wyo. Stat. §15-1-103(xxxiv) Rock Springs and Green River have the authority to establish and regulate police departments; and,

WHEREAS, telephone and radio communications are a necessary component of all law enforcement agencies, established and regulated by the Participating Agencies, as well as a necessity for preservation of public health, safety and welfare; and,

WHEREAS, the Participating Agencies have determined that the best interests of the citizens of the Participating Agencies would be served by the establishment of a Combined Communications Center for the Purpose of maximizing efficiency and coordination in communications and dispatching between the Sweetwater County Sheriff's Department, the Rock Springs Police Department, the Green River Police Department, and other law enforcement agencies; and,

WHEREAS, the participating agencies have determined that the Combined Communications Center shall be located in the City of Green River; and,

WHEREAS, the Participating Agencies have determined that a joint and cooperative telecommunications system will result in substantial economic savings; and,

WHEREAS, the participating Agencies have determined and agreed that it is necessary and proper to create and organize a Joint Powers Board under said Act;

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein it is understood and agreed between the Participating Agencies as follows:

SECTION I PURPOSE

The purpose of this Agreement is to provide an efficient, orderly and economically feasible method of planning, financing, constructing, operating, and maintaining a Combined Communications Center that will serve and be of benefit to the Participating Agencies and their citizens. Said Combined Communications Center shall be located in the City of Green River.

SECTION II DURATION

This Agreement and the Joint Powers Board shall be of perpetual duration; however, this Agreement and the Joint Powers Board may be dissolved and terminated by action of a majority of the Board of County Commissioners of Sweetwater County and the governing bodies of Rock Springs and Green River; provided, that this Agreement and the Joint Powers Board shall not be dissolved or terminated so long as outstanding financial obligations of the Joint Powers Board exist or provision for their payment or other satisfaction has not been made.

SECTION III CREATION, ORGANIZATION AND COMPOSITION OF JOINT POWERS BOARD

There is hereby created, pursuant to the Act (§ 16-1-106), the "Rock Springs, Green River, Sweetwater County, Combined Communications Joint Powers Board," (hereinafter referred to as the "Joint Powers Board").

1. The Joint Powers Board shall consist of nine (9) members, all of whom shall be qualified electors of Sweetwater County, Pursuant to the Act (§16-1-106), it is not incompatible office-holding for an officer or legal representative of a county, municipal corporation, school district, special district, public institution, agency, board, commission or political subdivision to be a member of the Joint Powers Board.

2. Each Participating Agency shall appoint three (3) members to the Joint Powers Board. In the case of the City of Rock Springs and the City of Green River, one of the members appointed shall be the chief of police and in the case of Sweetwater County, one of the members appointed shall be the County Sheriff. Each Participating Agency shall make its initial appointments for staggering terms of one (1), two (2) and three (3) years. Following the initial appointments, all appointments shall be for terms of three (3) years.

3. Said members shall be appointed within five (5) days of the approval of this Agreement by the Wyoming Attorney General and the Participating Agencies. Within fifteen (15) days after their appointment, the members of the Joint Powers Board shall hold an organizational meeting. All vacancies in the Joint Powers Board shall be made by the governing bodies of the retiring or vacating member, except as hereinafter described. Vacancies caused by disability, death, termination, or any other reason prior to the expiration of a full term shall be filled, for the remainder of the term, by the appointment of a suitable and qualified replacement by the governing body of the Participating Agency that made the Original appointment.

4. At the organizational meeting, the members of the Joint Powers Board shall also elect from the membership a Chairman, Vice Chairman, Secretary and Treasurer. The Secretary of the Joint Powers Board shall notify the Participating Agencies of the Joint Powers Board's organization and shall file a certificate showing its organization with the County Clerk of Sweetwater County and the Wyoming Secretary of State.

5. The Joint Powers Board shall meet at the call of the chairman, upon oral or written request of the majority of the Joint Powers Board members, within five (5) days after the request is given by any Participating Agency, or in any event not less than once every three (3) months.

SECTION IV POWERS AND DUTIES OF THE JOINT POWERS BOARD

1. The Joint Powers Board may employ technical, legal, administrative and clerical assistance as necessary, and engage the services of research and consulting agencies within the limits of its authorized and available funds, as may be agreed upon from time to time.

2. The Joint Powers Board shall adopt policies, by-laws, and regulations not inconsistent with this Agreement or the Act, as it deems necessary to carry out the business of the Joint Powers Board.

3. The Joint Powers Board shall:

- a. Keep minutes of all meetings during which official action is taken, as well as financial records. Such minutes and records shall be public records. Copies of all minutes shall be forwarded to the governing bodies of the Participating Agencies;
- b. Fix the time and place of regular meetings; provided, that a regular meeting shall be held at least once each month;
- c. Cooperate and solicit the advice, counsel, and recommendations of the governing bodies of Rock Springs, Green River and Sweetwater County;
- d. Report in writing annually to each Participating Agency regarding the condition of the Combined Communications Center, the results of the annual financial audit, forecasts regarding future Combined Communication Center capital needs, and potential for rate adjustments for the upcoming year. Said report shall be filed no later than January 31 in any given year. Updates to the report shall be filed each and every July, no later than July 31.
- e. Provide emergency communications to all citizens of Sweetwater County at a prorated cost to the Participating Agencies, as follows: City of Rock Springs, 37.5%; City of Green River, 25%; and, Sweetwater County, 37.5%. These percentage costs shall be for any and all costs necessary for the construction, operation, and maintenance of the Combined Communications Center, to include, but not be limited to the following: personnel salaries and benefits; operation and maintenance expenses; cash balance carryovers; insurance premiums; litigation expenses; professional services; fees for the establishment of a capital contingency or center modification and; any other expense necessary to operate, maintain and preserve the Combined Communications Center;
 - i. Salaries, wages and benefits of personnel employed by the Joint Powers Board shall be based upon the prevailing wage rates in Rock Springs, Green River, and Sweetwater County for comparable positions, and shall be comparable to the compensation and benefits received by similarly-skilled employee classifications in Rock Springs, Green River, and Sweetwater County.
- f. Promulgate rules in accordance with the Wyoming Administrative Procedure Act, Wyo. Stat. § 16-3-101 *et. seq.*;
- g. Have all other powers and duties enumerated in or reasonably implied from the Act or the Wyoming Statutes.

4. The Joint Powers Board may:

- a. Sue and be sued in the name of the Joint Powers Board;
- b. Incur expenses;

- c. Acquire, hold, convey, lease, rent and manage property, real and personal, for the benefit of the participating agencies, either alone or jointly with public or private agencies, institutions, persons, or corporations;
- d. Employ legal counsel;
- e. Accept or reject any federal, state, or private gift, grant, bequest, or devise, money, property, or services;
- f. Utilize the services of any officer or employee of the Participating agencies with the approval of their respective governing bodies.
- g. Insure against loss of property, and obtain and hold liability insurance as necessary to protect the Combined Communications Center, employees, and members of the Joint Powers Board;
- h. Enter into financing agreements for the purchase of future capital improvements as necessary;
- i. Employ an Executive Director who will oversee and employ a necessary workforce to operate the Combined Communications Center in an appropriate, professional manner, and assure continued training and adequate staffing levels;
- j. Employ such persons as may be necessary to carry out the purpose of this Agreement;
- k. Maintain Wyoming Peace Officers Standards and Training (POST) Certified Communications Officers;

SECTION V PROJECT FINANCING

The Joint Powers Board may formulate any plan or plans for financing, purchasing and/or rehabilitating the Combined Communications Center as it may deem appropriate. The Board may solicit and obtain funds from the following, or any other legitimate and allowable sources:

- 1. The contribution of funds from one (1) or more of the participating agencies which would be available to each agency if proceeding individually;
- 2. Gifts, donations or grants of federal money;
- 3. Loans and/or grants of the State of Wyoming; and,
- 4. The issuance by the Board of its revenue bonds under the authority of Wyo. Stat. § 16-1-107(a)(iii).

SECTION VI OWNERSHIP OF THE PROJECT

Ownership of the Combined Communications Center, and all property, whether real or personal, tangible or intangible, including all contract rights in connection therewith, and any improvements to be made thereto, will be held by the Joint Powers Board and will not be further set over or alienated in any manner while bonds or any other obligation of the Joint Powers Board issued in connection therewith are outstanding, except as security payment of the principal of, premium (if

any), and interest on, such revenue bonds. The Joint Powers Board shall have 100% ownership of the Combined Communications Center project. Each participating agency shall have an interest in the services of the Combined Communications Center that is directly proportional to their respective contributions to the project, as set forth in Paragraph 3.e. of Section IV.

SECTION VII DEFINITION OF COMBINED COMMUNICATIONS CENTER AND ASSIGNMENT OF COSTS

1. Definition of the project for purposes of this Agreement shall be consistent with the provisions set forth herein and in accordance with any legal description and/or survey provided at such time as the permanent location for the project is established.
2. Any new agency joining the Joint Powers Board at a future date must bear all costs associated with joining the system and incur its pro rata share of financial responsibility in the Project, its operating costs and its incurred debt.

SECTION VIII TERMINATION DISSOLUTION AND DISTRIBUTION

The Joint Powers Board shall continue in existence until terminated as provided above. However, the Joint Powers Board and this Agreement shall not be terminated, and shall continue in existence until all outstanding obligations of the Joint Powers Board shall have been fully paid and satisfied or provision for such payment shall have been made. Further, after satisfaction of all debts and obligations and prior to or upon termination and dissolution, the Joint Powers Board shall provide for the distribution, set over, transfer, conveyance or assignment of any facilities, improvements, betterments or other property owned or leased by the Joint Powers Board to the Participating Agencies in direct proportion to their respective contributions.

SECTION IX RESTRICTIONS

It is clearly understood that this Agreement expressly limits the Joint Powers Board to purchase, finance, rehabilitate, and operate a Combined Communications Center located in Sweetwater County, Wyoming and to provide equipment and services relative to the purchase, financing, rehabilitation, and operation of the Combined Communications Center.

SECTION X SEVERABILITY

THE TERMS, PROVISIONS AND CONDITIONS OF THIS Agreement are severable. If any term or provision of this Agreement or its application to any person or circumstance is determined by a

court of proper jurisdiction to be invalid, such invalidity shall be limited to such person, circumstance, term, or provision and shall not affect other persons, circumstances, terms or provisions which can be given effect without the invalid provisions or application.

(SEAL)

SWEETWATER COUNTY COMMISSION

Chairperson

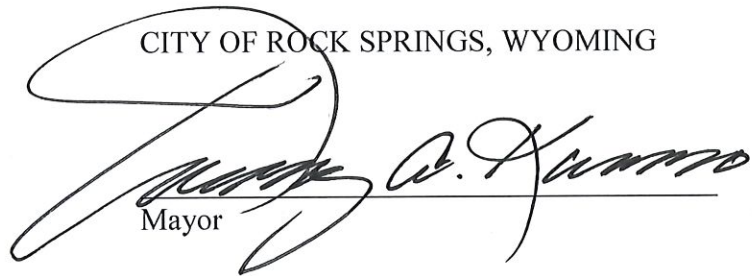
Attest:

Sweetwater County Clerk

CITY OF ROCK SPRINGS, WYOMING
CITY OF GREEN RIVER, WYOMING
SWEETWATER COUNTY, WYOMING
COMBINED COMMUNICATIONS
JOINT POWERS AMENDED AGREEMENT

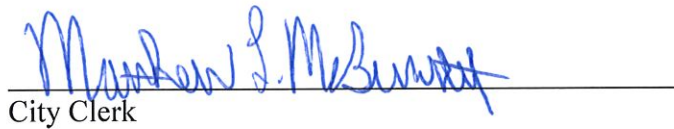
(Counterpart Signature Page for the City of Rock Springs, Wyoming)

CITY OF ROCK SPRINGS, WYOMING



Mayor

Attest:



City Clerk

CITY OF ROCK SPRINGS, WYOMING
CITY OF GREEN RIVER, WYOMING
SWEETWATER COUNTY, WYOMING
COMBINED COMMUNICATIONS
JOINT POWERS AMENDED AGREEMENT

(Counterpart Signature Page for the City of Green River, Wyoming)

CITY OF GREEN RIVER, WYOMING

Mayor

Attest:

City Clerk

STATE OF WYOMING
OFFICE OF THE ATTORNEY GENERAL

In accordance with Wyo. Stat. § 16-1-105(a)(ii), the Wyoming Attorney General has reviewed the City of Rock Springs, Wyoming, City of Green River, Wyoming, Sweetwater County, Wyoming Amended Combined Communications Joint Powers Agreement and determined that the agreement is compatible with the laws and constitution of the State of Wyoming. The approval of the agreement by the Attorney General is limited to the terms and conditions of the agreement itself and does not extend to any individual project or the financing of any individual project contemplated under the Agreement.

Approved this ____ day of _____, 2022.

ATTORNEY GENERAL

Bridget Hill

**CITY OF ROCK SPRINGS, WYOMING
CITY OF GREEN RIVER, WYOMING
SWEETWATER COUNTY, WYOMING
AMENDED COMBINED COMMUNICATIONS
JOINT POWERS AGREEMENT**

THIS AGREEMENT is entered into on this 19th day of July 2022 by and between the City of Rock Springs, Wyoming, a Wyoming Municipal Corporation (hereinafter "Rock Springs"); the City of Green River, Wyoming, a Wyoming Municipal Corporation (hereinafter "Green River") and Sweetwater County, Wyoming, a body corporate and politic of the State of Wyoming (hereinafter "Sweetwater County");

WITNESSETH:

WHEREAS, Rock Springs, Green River and Sweetwater County, each constitute an "agency" as defined in the Wyoming Joint Powers Act, Wyo. Stat. §16-1-102 through §16-1-110 (hereinafter referred to as "The Act"), and are sometimes referred to in the singular as "Participating Agency" and collectively as "Participating Agencies"; and,

WHEREAS, the Act [§ 16-1-104(a)] provides that any power, privilege or authority exercised or capable of being exercised by an agency may be exercised and enjoyed jointly with any other agency having a similar power, privilege or authority; and,

WHEREAS, the Act further provides that a county may enter into and operate under a joint powers agreement with one or more agencies for the performance of any function that the agency is authorized to perform; and,

WHEREAS, pursuant to Wyo. Stat. §18-2-108(a) counties and municipalities have the authority to enter into joint agreements for the establishment and operation of police protection agencies; and,

WHEREAS, pursuant to Wyo. Stat. §15-1-103(xxxiv) Rock Springs and Green River have the authority to establish and regulate police departments; and,

WHEREAS, telephone and radio communications are a necessary component of all law enforcement agencies, established and regulated by the Participating Agencies, as well as a necessity for preservation of public health, safety and welfare; and,

WHEREAS, the Participating Agencies have determined that the best interests of the citizens of the Participating Agencies would be served by the establishment of a Combined Communications Center for the Purpose of maximizing efficiency and coordination in communications and dispatching between the Sweetwater County Sheriff's Department, the Rock Springs Police Department, the Green River Police Department, and other law enforcement agencies; and,

WHEREAS, the participating agencies have determined that the Combined Communications Center shall be located in the City of Green River; and,

WHEREAS, the Participating Agencies have determined that a joint and cooperative telecommunications system will result in substantial economic savings; and,

WHEREAS, the participating Agencies have determined and agreed that it is necessary and proper to create and organize a Joint Powers Board under said Act;

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein it is understood and agreed between the Participating Agencies as follows:

SECTION I PURPOSE

The purpose of this Agreement is to provide an efficient, orderly and economically feasible method of planning, financing, constructing, operating, and maintaining a Combined Communications Center that will serve and be of benefit to the Participating Agencies and their citizens. Said Combined Communications Center shall be located in the City of Green River.

SECTION II DURATION

This Agreement and the Joint Powers Board shall be of perpetual duration; however, this Agreement and the Joint Powers Board may be dissolved and terminated by action of a majority of the Board of County Commissioners of Sweetwater County and the governing bodies of Rock Springs and Green River; provided, that this Agreement and the Joint Powers Board shall not be dissolved or terminated so long as outstanding financial obligations of the Joint Powers Board exist or provision for their payment or other satisfaction has not been made.

SECTION III CREATION, ORGANIZATION AND COMPOSITION OF JOINT POWERS BOARD

There is hereby created, pursuant to the Act (§ 16-1-106), the "Rock Springs, Green River, Sweetwater County, Combined Communications Joint Powers Board," (hereinafter referred to as the "Joint Powers Board").

1. The Joint Powers Board shall consist of nine (9) members, all of whom shall be qualified electors of Sweetwater County, Pursuant to the Act (§16-1-106), it is not incompatible office-holding for an officer or legal representative of a county, municipal corporation, school district, special district, public institution, agency, board, commission or political subdivision to be a member of the Joint Powers Board.

2. Each Participating Agency shall appoint three (3) members to the Joint Powers Board. In the case of the City of Rock Springs and the City of Green River, one of the members appointed shall be the chief of police and in the case of Sweetwater County, one of the members appointed shall be the County Sheriff. Each Participating Agency shall make its initial appointments for staggering terms of one (1), two (2) and three (3) years. Following the initial appointments, all appointments shall be for terms of three (3) years.

3. Said members shall be appointed within five (5) days of the approval of this Agreement by the Wyoming Attorney General and the Participating Agencies. Within fifteen (15) days after their appointment, the members of the Joint Powers Board shall hold an organizational meeting. All vacancies in the Joint Powers Board shall be made by the governing bodies of the retiring or vacating member, except as hereinafter described. Vacancies caused by disability, death, termination, or any other reason prior to the expiration of a full term shall be filled, for the remainder of the term, by the appointment of a suitable and qualified replacement by the governing body of the Participating Agency that made the Original appointment.

4. At the organizational meeting, the members of the Joint Powers Board shall also elect from the membership a Chairman, Vice Chairman, Secretary and Treasurer. The Secretary of the Joint Powers Board shall notify the Participating Agencies of the Joint Powers Board's organization and shall file a certificate showing its organization with the County Clerk of Sweetwater County and the Wyoming Secretary of State.

5. The Joint Powers Board shall meet at the call of the chairman, upon oral or written request of the majority of the Joint Powers Board members, within five (5) days after the request is given by any Participating Agency, or in any event not less than once every three (3) months.

SECTION IV POWERS AND DUTIES OF THE JOINT POWERS BOARD

1. The Joint Powers Board may employ technical, legal, administrative and clerical assistance as necessary, and engage the services of research and consulting agencies within the limits of its authorized and available funds, as may be agreed upon from time to time.

2. The Joint Powers Board shall adopt policies, by-laws, and regulations not inconsistent with this Agreement or the Act, as it deems necessary to carry out the business of the Joint Powers Board.

3. The Joint Powers Board shall:

- a. Keep minutes of all meetings during which official action is taken, as well as financial records. Such minutes and records shall be public records. Copies of all minutes shall be forwarded to the governing bodies of the Participating Agencies;
- b. Fix the time and place of regular meetings; provided, that a regular meeting shall be held at least once each month;
- c. Cooperate and solicit the advice, counsel, and recommendations of the governing bodies of Rock Springs, Green River and Sweetwater County;
- d. Report in writing annually to each Participating Agency regarding the condition of the Combined Communications Center, the results of the annual financial audit, forecasts regarding future Combined Communication Center capital needs, and potential for rate adjustments for the upcoming year. Said report shall be filed no later than January 31 in any given year. Updates to the report shall be filed each and every July, no later than July 31.
- e. Provide emergency communications to all citizens of Sweetwater County at a prorated cost to the Participating Agencies, as follows: City of Rock Springs, 37.5%; City of Green River, 25%; and, Sweetwater County, 37.5%. These percentage costs shall be for any and all costs necessary for the construction, operation, and maintenance of the Combined Communications Center, to include, but not be limited to the following: personnel salaries and benefits; operation and maintenance expenses; cash balance carryovers; insurance premiums; litigation expenses; professional services; fees for the establishment of a capital contingency or center modification and; any other expense necessary to operate, maintain and preserve the Combined Communications Center;
 - i. Salaries, wages and benefits of personnel employed by the Joint Powers Board shall be based upon the prevailing wage rates in Rock Springs, Green River, and Sweetwater County for comparable positions, and shall be comparable to the compensation and benefits received by similarly-skilled employee classifications in Rock Springs, Green River, and Sweetwater County.
- f. Promulgate rules in accordance with the Wyoming Administrative Procedure Act, Wyo. Stat. § 16-3-101 *et. seq.*;
- g. Have all other powers and duties enumerated in or reasonably implied from the Act or the Wyoming Statutes.

4. The Joint Powers Board may:

- a. Sue and be sued in the name of the Joint Powers Board;
- b. Incur expenses;

- c. Acquire, hold, convey, lease, rent and manage property, real and personal, for the benefit of the participating agencies, either alone or jointly with public or private agencies, institutions, persons, or corporations;
- d. Employ legal counsel;
- e. Accept or reject any federal, state, or private gift, grant, bequest, or devise, money, property, or services;
- f. Utilize the services of any officer or employee of the Participating agencies with the approval of their respective governing bodies.
- g. Insure against loss of property, and obtain and hold liability insurance as necessary to protect the Combined Communications Center, employees, and members of the Joint Powers Board;
- h. Enter into financing agreements for the purchase of future capital improvements as necessary;
- i. Employ an Executive Director who will oversee and employ a necessary workforce to operate the Combined Communications Center in an appropriate, professional manner, and assure continued training and adequate staffing levels;
- j. Employ such persons as may be necessary to carry out the purpose of this Agreement;
- k. Maintain Wyoming Peace Officers Standards and Training (POST) Certified Communications Officers;

SECTION V PROJECT FINANCING

The Joint Powers Board may formulate any plan or plans for financing, purchasing and/or rehabilitating the Combined Communications Center as it may deem appropriate. The Board may solicit and obtain funds from the following, or any other legitimate and allowable sources:

- 1. The contribution of funds from one (1) or more of the participating agencies which would be available to each agency if proceeding individually;
- 2. Gifts, donations or grants of federal money;
- 3. Loans and/or grants of the State of Wyoming; and,
- 4. The issuance by the Board of its revenue bonds under the authority of Wyo. Stat. § 16-1-107(a)(iii).

SECTION VI OWNERSHIP OF THE PROJECT

Ownership of the Combined Communications Center, and all property, whether real or personal, tangible or intangible, including all contract rights in connection therewith, and any improvements to be made thereto, will be held by the Joint Powers Board and will not be further set over or alienated in any manner while bonds or any other obligation of the Joint Powers Board issued in connection therewith are outstanding, except as security payment of the principal of, premium (if

any), and interest on, such revenue bonds. The Joint Powers Board shall have 100% ownership of the Combined Communications Center project. Each participating agency shall have an interest in the services of the Combined Communications Center that is directly proportional to their respective contributions to the project, as set forth in Paragraph 3.e. of Section IV.

SECTION VII DEFINITION OF COMBINED COMMUNICATIONS CENTER AND ASSIGNMENT OF COSTS

1. Definition of the project for purposes of this Agreement shall be consistent with the provisions set forth herein and in accordance with any legal description and/or survey provided at such time as the permanent location for the project is established.
2. Any new agency joining the Joint Powers Board at a future date must bear all costs associated with joining the system and incur its pro rata share of financial responsibility in the Project, its operating costs and its incurred debt.

SECTION VIII TERMINATION DISSOLUTION AND DISTRIBUTION

The Joint Powers Board shall continue in existence until terminated as provided above. However, the Joint Powers Board and this Agreement shall not be terminated, and shall continue in existence until all outstanding obligations of the Joint Powers Board shall have been fully paid and satisfied or provision for such payment shall have been made. Further, after satisfaction of all debts and obligations and prior to or upon termination and dissolution, the Joint Powers Board shall provide for the distribution, set over, transfer, conveyance or assignment of any facilities, improvements, betterments or other property owned or leased by the Joint Powers Board to the Participating Agencies in direct proportion to their respective contributions.

SECTION IX RESTRICTIONS

It is clearly understood that this Agreement expressly limits the Joint Powers Board to purchase, finance, rehabilitate, and operate a Combined Communications Center located in Sweetwater County, Wyoming and to provide equipment and services relative to the purchase, financing, rehabilitation, and operation of the Combined Communications Center.

SECTION X SEVERABILITY

THE TERMS, PROVISIONS AND CONDITIONS OF THIS Agreement are severable. If any term or provision of this Agreement or its application to any person or circumstance is determined by a

court of proper jurisdiction to be invalid, such invalidity shall be limited to such person, circumstance, term, or provision and shall not affect other persons, circumstances, terms or provisions which can be given effect without the invalid provisions or application.

(SEAL)

SWEETWATER COUNTY COMMISSION

Chairperson

Attest:

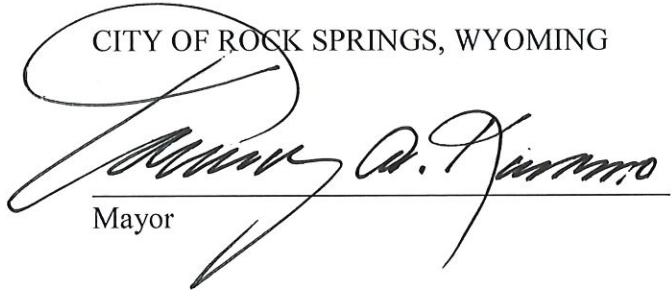
Sweetwater County Clerk

CITY OF ROCK SPRINGS, WYOMING
CITY OF GREEN RIVER, WYOMING
SWEETWATER COUNTY, WYOMING
COMBINED COMMUNICATIONS
JOINT POWERS AMENDED AGREEMENT


(Counterpart Signature Page for the City of Rock Springs, Wyoming)



CITY OF ROCK SPRINGS, WYOMING


Mayor

Attest:


City Clerk

CITY OF ROCK SPRINGS, WYOMING
CITY OF GREEN RIVER, WYOMING
SWEETWATER COUNTY, WYOMING
COMBINED COMMUNICATIONS
JOINT POWERS AMENDED AGREEMENT

(Counterpart Signature Page for the City of Green River, Wyoming)

CITY OF GREEN RIVER, WYOMING

Mayor

Attest:

City Clerk

STATE OF WYOMING
OFFICE OF THE ATTORNEY GENERAL

In accordance with Wyo. Stat. § 16-1-105(a)(ii), the Wyoming Attorney General has reviewed the City of Rock Springs, Wyoming, City of Green River, Wyoming, Sweetwater County, Wyoming Amended Combined Communications Joint Powers Agreement and determined that the agreement is compatible with the laws and constitution of the State of Wyoming. The approval of the agreement by the Attorney General is limited to the terms and conditions of the agreement itself and does not extend to any individual project or the financing of any individual project contemplated under the Agreement.

Approved this _____ day of _____, 2022.

ATTORNEY GENERAL

Bridget Hill

**CITY OF ROCK SPRINGS, WYOMING
CITY OF GREEN RIVER, WYOMING
SWEETWATER COUNTY, WYOMING
AMENDED COMBINED COMMUNICATIONS
JOINT POWERS AGREEMENT**

THIS AGREEMENT is entered into on this 19th day of July 2022 by and between the City of Rock Springs, Wyoming, a Wyoming Municipal Corporation (hereinafter "Rock Springs"); the City of Green River, Wyoming, a Wyoming Municipal Corporation (hereinafter "Green River") and Sweetwater County, Wyoming, a body corporate and politic of the State of Wyoming (hereinafter "Sweetwater County");

WITNESSETH:

WHEREAS, Rock Springs, Green River and Sweetwater County, each constitute an "agency" as defined in the Wyoming Joint Powers Act, Wyo. Stat. §16-1-102 through §16-1-110 (hereinafter referred to as "The Act"), and are sometimes referred to in the singular as "Participating Agency" and collectively as "Participating Agencies"; and,

WHEREAS, the Act [§ 16-1-104(a)] provides that any power, privilege or authority exercised or capable of being exercised by an agency may be exercised and enjoyed jointly with any other agency having a similar power, privilege or authority; and,

WHEREAS, the Act further provides that a county may enter into and operate under a joint powers agreement with one or more agencies for the performance of any function that the agency is authorized to perform; and,

WHEREAS, pursuant to Wyo. Stat. §18-2-108(a) counties and municipalities have the authority to enter into joint agreements for the establishment and operation of police protection agencies; and,

WHEREAS, pursuant to Wyo. Stat. §15-1-103(xxxiv) Rock Springs and Green River have the authority to establish and regulate police departments; and,

WHEREAS, telephone and radio communications are a necessary component of all law enforcement agencies, established and regulated by the Participating Agencies, as well as a necessity for preservation of public health, safety and welfare; and,

WHEREAS, the Participating Agencies have determined that the best interests of the citizens of the Participating Agencies would be served by the establishment of a Combined Communications Center for the Purpose of maximizing efficiency and coordination in communications and dispatching between the Sweetwater County Sheriff's Department, the Rock Springs Police Department, the Green River Police Department, and other law enforcement agencies; and,

WHEREAS, the participating agencies have determined that the Combined Communications Center shall be located in the City of Green River; and,

WHEREAS, the Participating Agencies have determined that a joint and cooperative telecommunications system will result in substantial economic savings; and,

WHEREAS, the participating Agencies have determined and agreed that it is necessary and proper to create and organize a Joint Powers Board under said Act;

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein it is understood and agreed between the Participating Agencies as follows:

SECTION I PURPOSE

The purpose of this Agreement is to provide an efficient, orderly and economically feasible method of planning, financing, constructing, operating, and maintaining a Combined Communications Center that will serve and be of benefit to the Participating Agencies and their citizens. Said Combined Communications Center shall be located in the City of Green River.

SECTION II DURATION

This Agreement and the Joint Powers Board shall be of perpetual duration; however, this Agreement and the Joint Powers Board may be dissolved and terminated by action of a majority of the Board of County Commissioners of Sweetwater County and the governing bodies of Rock Springs and Green River; provided, that this Agreement and the Joint Powers Board shall not be dissolved or terminated so long as outstanding financial obligations of the Joint Powers Board exist or provision for their payment or other satisfaction has not been made.

SECTION III CREATION, ORGANIZATION AND COMPOSITION OF JOINT POWERS BOARD

There is hereby created, pursuant to the Act (§ 16-1-106), the "Rock Springs, Green River, Sweetwater County, Combined Communications Joint Powers Board," (hereinafter referred to as the "Joint Powers Board").

1. The Joint Powers Board shall consist of nine (9) members, all of whom shall be qualified electors of Sweetwater County, Pursuant to the Act (§16-1-106), it is not incompatible office-holding for an officer or legal representative of a county, municipal corporation, school district, special district, public institution, agency, board, commission or political subdivision to be a member of the Joint Powers Board.

2. Each Participating Agency shall appoint three (3) members to the Joint Powers Board. In the case of the City of Rock Springs and the City of Green River, one of the members appointed shall be the chief of police and in the case of Sweetwater County, one of the members appointed shall be the County Sheriff. Each Participating Agency shall make its initial appointments for staggering terms of one (1), two (2) and three (3) years. Following the initial appointments, all appointments shall be for terms of three (3) years.

3. Said members shall be appointed within five (5) days of the approval of this Agreement by the Wyoming Attorney General and the Participating Agencies. Within fifteen (15) days after their appointment, the members of the Joint Powers Board shall hold an organizational meeting. All vacancies in the Joint Powers Board shall be made by the governing bodies of the retiring or vacating member, except as hereinafter described. Vacancies caused by disability, death, termination, or any other reason prior to the expiration of a full term shall be filled, for the remainder of the term, by the appointment of a suitable and qualified replacement by the governing body of the Participating Agency that made the Original appointment.

4. At the organizational meeting, the members of the Joint Powers Board shall also elect from the membership a Chairman, Vice Chairman, Secretary and Treasurer. The Secretary of the Joint Powers Board shall notify the Participating Agencies of the Joint Powers Board's organization and shall file a certificate showing its organization with the County Clerk of Sweetwater County and the Wyoming Secretary of State.

5. The Joint Powers Board shall meet at the call of the chairman, upon oral or written request of the majority of the Joint Powers Board members, within five (5) days after the request is given by any Participating Agency, or in any event not less than once every three (3) months.

SECTION IV POWERS AND DUTIES OF THE JOINT POWERS BOARD

1. The Joint Powers Board may employ technical, legal, administrative and clerical assistance as necessary, and engage the services of research and consulting agencies within the limits of its authorized and available funds, as may be agreed upon from time to time.

2. The Joint Powers Board shall adopt policies, by-laws, and regulations not inconsistent with this Agreement or the Act, as it deems necessary to carry out the business of the Joint Powers Board.

3. The Joint Powers Board shall:
 - a. Keep minutes of all meetings during which official action is taken, as well as financial records. Such minutes and records shall be public records. Copies of all minutes shall be forwarded to the governing bodies of the Participating Agencies;
 - b. Fix the time and place of regular meetings; provided, that a regular meeting shall be held at least once each month;
 - c. Cooperate and solicit the advice, counsel, and recommendations of the governing bodies of Rock Springs, Green River and Sweetwater County;
 - d. Report in writing annually to each Participating Agency regarding the condition of the Combined Communications Center, the results of the annual financial audit, forecasts regarding future Combined Communication Center capital needs, and potential for rate adjustments for the upcoming year. Said report shall be filed no later than January 31 in any given year. Updates to the report shall be filed each and every July, no later than July 31.
 - e. Provide emergency communications to all citizens of Sweetwater County at a prorated cost to the Participating Agencies, as follows: City of Rock Springs, 37.5%; City of Green River, 25%; and, Sweetwater County, 37.5%. These percentage costs shall be for any and all costs necessary for the construction, operation, and maintenance of the Combined Communications Center, to include, but not be limited to the following: personnel salaries and benefits; operation and maintenance expenses; cash balance carryovers; insurance premiums; litigation expenses; professional services; fees for the establishment of a capital contingency or center modification and; any other expense necessary to operate, maintain and preserve the Combined Communications Center;
 - i. Salaries, wages and benefits of personnel employed by the Joint Powers Board shall be based upon the prevailing wage rates in Rock Springs, Green River, and Sweetwater County for comparable positions, and shall be comparable to the compensation and benefits received by similarly-skilled employee classifications in Rock Springs, Green River, and Sweetwater County.
 - f. Promulgate rules in accordance with the Wyoming Administrative Procedure Act, Wyo. Stat. § 16-3-101 *et. seq.*;
 - g. Have all other powers and duties enumerated in or reasonably implied from the Act or the Wyoming Statutes.
4. The Joint Powers Board may:
 - a. Sue and be sued in the name of the Joint Powers Board;
 - b. Incur expenses;

- c. Acquire, hold, convey, lease, rent and manage property, real and personal, for the benefit of the participating agencies, either alone or jointly with public or private agencies, institutions, persons, or corporations;
- d. Employ legal counsel;
- e. Accept or reject any federal, state, or private gift, grant, bequest, or devise, money, property, or services;
- f. Utilize the services of any officer or employee of the Participating agencies with the approval of their respective governing bodies.
- g. Insure against loss of property, and obtain and hold liability insurance as necessary to protect the Combined Communications Center, employees, and members of the Joint Powers Board;
- h. Enter into financing agreements for the purchase of future capital improvements as necessary;
- i. Employ an Executive Director who will oversee and employ a necessary workforce to operate the Combined Communications Center in an appropriate, professional manner, and assure continued training and adequate staffing levels;
- j. Employ such persons as may be necessary to carry out the purpose of this Agreement;
- k. Maintain Wyoming Peace Officers Standards and Training (POST) Certified Communications Officers;

SECTION V PROJECT FINANCING

The Joint Powers Board may formulate any plan or plans for financing, purchasing and/or rehabilitating the Combined Communications Center as it may deem appropriate. The Board may solicit and obtain funds from the following, or any other legitimate and allowable sources:

- 1. The contribution of funds from one (1) or more of the participating agencies which would be available to each agency if proceeding individually;
- 2. Gifts, donations or grants of federal money;
- 3. Loans and/or grants of the State of Wyoming; and,
- 4. The issuance by the Board of its revenue bonds under the authority of Wyo. Stat. § 16-1-107(a)(iii).

SECTION VI OWNERSHIP OF THE PROJECT

Ownership of the Combined Communications Center, and all property, whether real or personal, tangible or intangible, including all contract rights in connection therewith, and any improvements to be made thereto, will be held by the Joint Powers Board and will not be further set over or alienated in any manner while bonds or any other obligation of the Joint Powers Board issued in connection therewith are outstanding, except as security payment of the principal of, premium (if

any), and interest on, such revenue bonds. The Joint Powers Board shall have 100% ownership of the Combined Communications Center project. Each participating agency shall have an interest in the services of the Combined Communications Center that is directly proportional to their respective contributions to the project, as set forth in Paragraph 3.e. of Section IV.

SECTION VII DEFINITION OF COMBINED COMMUNICATIONS CENTER AND ASSIGNMENT OF COSTS

1. Definition of the project for purposes of this Agreement shall be consistent with the provisions set forth herein and in accordance with any legal description and/or survey provided at such time as the permanent location for the project is established.
2. Any new agency joining the Joint Powers Board at a future date must bear all costs associated with joining the system and incur its pro rata share of financial responsibility in the Project, its operating costs and its incurred debt.

SECTION VIII TERMINATION DISSOLUTION AND DISTRIBUTION

The Joint Powers Board shall continue in existence until terminated as provided above. However, the Joint Powers Board and this Agreement shall not be terminated, and shall continue in existence until all outstanding obligations of the Joint Powers Board shall have been fully paid and satisfied or provision for such payment shall have been made. Further, after satisfaction of all debts and obligations and prior to or upon termination and dissolution, the Joint Powers Board shall provide for the distribution, set over, transfer, conveyance or assignment of any facilities, improvements, betterments or other property owned or leased by the Joint Powers Board to the Participating Agencies in direct proportion to their respective contributions.

SECTION IX RESTRICTIONS

It is clearly understood that this Agreement expressly limits the Joint Powers Board to purchase, finance, rehabilitate, and operate a Combined Communications Center located in Sweetwater County, Wyoming and to provide equipment and services relative to the purchase, financing, rehabilitation, and operation of the Combined Communications Center.

SECTION X SEVERABILITY

THE TERMS, PROVISIONS AND CONDITIONS OF THIS Agreement are severable. If any term or provision of this Agreement or its application to any person or circumstance is determined by a

court of proper jurisdiction to be invalid, such invalidity shall be limited to such person, circumstance, term, or provision and shall not affect other persons, circumstances, terms or provisions which can be given effect without the invalid provisions or application.

(SEAL)

SWEETWATER COUNTY COMMISSION

Chairperson

Attest:

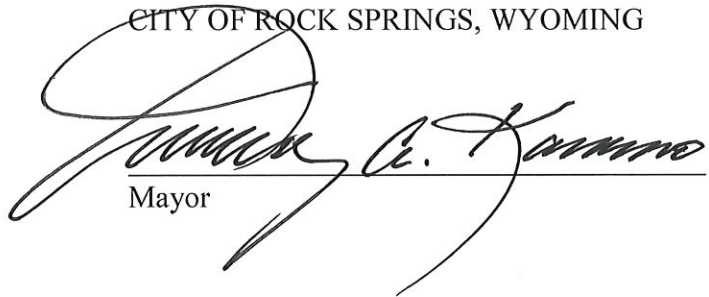
Sweetwater County Clerk

CITY OF ROCK SPRINGS, WYOMING
CITY OF GREEN RIVER, WYOMING
SWEETWATER COUNTY, WYOMING
COMBINED COMMUNICATIONS
JOINT POWERS AMENDED AGREEMENT

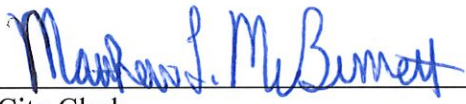
(Counterpart Signature Page for the City of Rock Springs, Wyoming)



CITY OF ROCK SPRINGS, WYOMING


Mayor

Attest:


City Clerk

CITY OF ROCK SPRINGS, WYOMING
CITY OF GREEN RIVER, WYOMING
SWEETWATER COUNTY, WYOMING
COMBINED COMMUNICATIONS
JOINT POWERS AMENDED AGREEMENT

(Counterpart Signature Page for the City of Green River, Wyoming)

CITY OF GREEN RIVER, WYOMING

Mayor

Attest:

City Clerk

STATE OF WYOMING
OFFICE OF THE ATTORNEY GENERAL

In accordance with Wyo. Stat. § 16-1-105(a)(ii), the Wyoming Attorney General has reviewed the City of Rock Springs, Wyoming, City of Green River, Wyoming, Sweetwater County, Wyoming Amended Combined Communications Joint Powers Agreement and determined that the agreement is compatible with the laws and constitution of the State of Wyoming. The approval of the agreement by the Attorney General is limited to the terms and conditions of the agreement itself and does not extend to any individual project or the financing of any individual project contemplated under the Agreement.

Approved this _____ day of _____, 2022.

ATTORNEY GENERAL

Bridget Hill

**CITY OF ROCK SPRINGS, WYOMING
CITY OF GREEN RIVER, WYOMING
SWEETWATER COUNTY, WYOMING
AMENDED COMBINED COMMUNICATIONS
JOINT POWERS AGREEMENT**

THIS AGREEMENT is entered into on this 19th day of July, 2022 by and between the City of Rock Springs, Wyoming, a Wyoming Municipal Corporation (hereinafter "Rock Springs"); the City of Green River, Wyoming, a Wyoming Municipal Corporation (hereinafter "Green River") and Sweetwater County, Wyoming, a body corporate and politic of the State of Wyoming (hereinafter "Sweetwater County");

WITNESSETH:

WHEREAS, Rock Springs, Green River and Sweetwater County, each constitute an "agency" as defined in the Wyoming Joint Powers Act, Wyo. Stat. §16-1-102 through §16-1-110 (hereinafter referred to as "The Act"), and are sometimes referred to in the singular as "Participating Agency" and collectively as "Participating Agencies"; and,

WHEREAS, the Act [§ 16-1-104(a)] provides that any power, privilege or authority exercised or capable of being exercised by an agency may be exercised and enjoyed jointly with any other agency having a similar power, privilege or authority; and,

WHEREAS, the Act further provides that a county may enter into and operate under a joint powers agreement with one or more agencies for the performance of any function that the agency is authorized to perform; and,

WHEREAS, pursuant to Wyo. Stat. §18-2-108(a) counties and municipalities have the authority to enter into joint agreements for the establishment and operation of police protection agencies; and,

WHEREAS, pursuant to Wyo. Stat. §15-1-103(xxxiv) Rock Springs and Green River have the authority to establish and regulate police departments; and,

WHEREAS, telephone and radio communications are a necessary component of all law enforcement agencies, established and regulated by the Participating Agencies, as well as a necessity for preservation of public health, safety and welfare; and,

WHEREAS, the Participating Agencies have determined that the best interests of the citizens of the Participating Agencies would be served by the establishment of a Combined Communications Center for the Purpose of maximizing efficiency and coordination in communications and dispatching between the Sweetwater County Sheriff's Department, the Rock Springs Police Department, the Green River Police Department, and other law enforcement agencies; and,

WHEREAS, the participating agencies have determined that the Combined Communications Center shall be located in the City of Green River; and,

WHEREAS, the Participating Agencies have determined that a joint and cooperative telecommunications system will result in substantial economic savings; and,

WHEREAS, the participating Agencies have determined and agreed that it is necessary and proper to create and organize a Joint Powers Board under said Act;

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein it is understood and agreed between the Participating Agencies as follows:

SECTION I PURPOSE

The purpose of this Agreement is to provide an efficient, orderly and economically feasible method of planning, financing, constructing, operating, and maintaining a Combined Communications Center that will serve and be of benefit to the Participating Agencies and their citizens. Said Combined Communications Center shall be located in the City of Green River.

SECTION II DURATION

This Agreement and the Joint Powers Board shall be of perpetual duration; however, this Agreement and the Joint Powers Board may be dissolved and terminated by action of a majority of the Board of County Commissioners of Sweetwater County and the governing bodies of Rock Springs and Green River; provided, that this Agreement and the Joint Powers Board shall not be dissolved or terminated so long as outstanding financial obligations of the Joint Powers Board exist or provision for their payment or other satisfaction has not been made.

SECTION III CREATION, ORGANIZATION AND COMPOSITION OF JOINT POWERS BOARD

There is hereby created, pursuant to the Act (§ 16-1-106), the "Rock Springs, Green River, Sweetwater County, Combined Communications Joint Powers Board," (hereinafter referred to as the "Joint Powers Board").

1. The Joint Powers Board shall consist of nine (9) members, all of whom shall be qualified electors of Sweetwater County, Pursuant to the Act (§16-1-106), it is not incompatible office-holding for an officer or legal representative of a county, municipal corporation, school district, special district, public institution, agency, board, commission or political subdivision to be a member of the Joint Powers Board.

2. Each Participating Agency shall appoint three (3) members to the Joint Powers Board. In the case of the City of Rock Springs and the City of Green River, one of the members appointed shall be the chief of police and in the case of Sweetwater County, one of the members appointed shall be the County Sheriff. Each Participating Agency shall make its initial appointments for staggering terms of one (1), two (2) and three (3) years. Following the initial appointments, all appointments shall be for terms of three (3) years.

3. Said members shall be appointed within five (5) days of the approval of this Agreement by the Wyoming Attorney General and the Participating Agencies. Within fifteen (15) days after their appointment, the members of the Joint Powers Board shall hold an organizational meeting. All vacancies in the Joint Powers Board shall be made by the governing bodies of the retiring or vacating member, except as hereinafter described. Vacancies caused by disability, death, termination, or any other reason prior to the expiration of a full term shall be filled, for the remainder of the term, by the appointment of a suitable and qualified replacement by the governing body of the Participating Agency that made the Original appointment.

4. At the organizational meeting, the members of the Joint Powers Board shall also elect from the membership a Chairman, Vice Chairman, Secretary and Treasurer. The Secretary of the Joint Powers Board shall notify the Participating Agencies of the Joint Powers Board's organization and shall file a certificate showing its organization with the County Clerk of Sweetwater County and the Wyoming Secretary of State.

5. The Joint Powers Board shall meet at the call of the chairman, upon oral or written request of the majority of the Joint Powers Board members, within five (5) days after the request is given by any Participating Agency, or in any event not less than once every three (3) months.

SECTION IV POWERS AND DUTIES OF THE JOINT POWERS BOARD

1. The Joint Powers Board may employ technical, legal, administrative and clerical assistance as necessary, and engage the services of research and consulting agencies within the limits of its authorized and available funds, as may be agreed upon from time to time.

2. The Joint Powers Board shall adopt policies, by-laws, and regulations not inconsistent with this Agreement or the Act, as it deems necessary to carry out the business of the Joint Powers Board.

3. The Joint Powers Board shall:

- a. Keep minutes of all meetings during which official action is taken, as well as financial records. Such minutes and records shall be public records. Copies of all minutes shall be forwarded to the governing bodies of the Participating Agencies;
- b. Fix the time and place of regular meetings; provided, that a regular meeting shall be held at least once each month;
- c. Cooperate and solicit the advice, counsel, and recommendations of the governing bodies of Rock Springs, Green River and Sweetwater County;
- d. Report in writing annually to each Participating Agency regarding the condition of the Combined Communications Center, the results of the annual financial audit, forecasts regarding future Combined Communication Center capital needs, and potential for rate adjustments for the upcoming year. Said report shall be filed no later than January 31 in any given year. Updates to the report shall be filed each and every July, no later than July 31.
- e. Provide emergency communications to all citizens of Sweetwater County at a prorated cost to the Participating Agencies, as follows: City of Rock Springs, 37.5%; City of Green River, 25%; and, Sweetwater County, 37.5%. These percentage costs shall be for any and all costs necessary for the construction, operation, and maintenance of the Combined Communications Center, to include, but not be limited to the following: personnel salaries and benefits; operation and maintenance expenses; cash balance carryovers; insurance premiums; litigation expenses; professional services; fees for the establishment of a capital contingency or center modification and; any other expense necessary to operate, maintain and preserve the Combined Communications Center;
 - i. Salaries, wages and benefits of personnel employed by the Joint Powers Board shall be based upon the prevailing wage rates in Rock Springs, Green River, and Sweetwater County for comparable positions, and shall be comparable to the compensation and benefits received by similarly-skilled employee classifications in Rock Springs, Green River, and Sweetwater County.
- f. Promulgate rules in accordance with the Wyoming Administrative Procedure Act, Wyo. Stat. § 16-3-101 *et. seq.*;
- g. Have all other powers and duties enumerated in or reasonably implied from the Act or the Wyoming Statutes.

4. The Joint Powers Board may:

- a. Sue and be sued in the name of the Joint Powers Board;
- b. Incur expenses;

- c. Acquire, hold, convey, lease, rent and manage property, real and personal, for the benefit of the participating agencies, either alone or jointly with public or private agencies, institutions, persons, or corporations;
- d. Employ legal counsel;
- e. Accept or reject any federal, state, or private gift, grant, bequest, or devise, money, property, or services;
- f. Utilize the services of any officer or employee of the Participating agencies with the approval of their respective governing bodies.
- g. Insure against loss of property, and obtain and hold liability insurance as necessary to protect the Combined Communications Center, employees, and members of the Joint Powers Board;
- h. Enter into financing agreements for the purchase of future capital improvements as necessary;
- i. Employ an Executive Director who will oversee and employ a necessary workforce to operate the Combined Communications Center in an appropriate, professional manner, and assure continued training and adequate staffing levels;
- j. Employ such persons as may be necessary to carry out the purpose of this Agreement;
- k. Maintain Wyoming Peace Officers Standards and Training (POST) Certified Communications Officers;

SECTION V PROJECT FINANCING

The Joint Powers Board may formulate any plan or plans for financing, purchasing and/or rehabilitating the Combined Communications Center as it may deem appropriate. The Board may solicit and obtain funds from the following, or any other legitimate and allowable sources:

- 1. The contribution of funds from one (1) or more of the participating agencies which would be available to each agency if proceeding individually;
- 2. Gifts, donations or grants of federal money;
- 3. Loans and/or grants of the State of Wyoming; and,
- 4. The issuance by the Board of its revenue bonds under the authority of Wyo. Stat. § 16-1-107(a)(iii).

SECTION VI OWNERSHIP OF THE PROJECT

Ownership of the Combined Communications Center, and all property, whether real or personal, tangible or intangible, including all contract rights in connection therewith, and any improvements to be made thereto, will be held by the Joint Powers Board and will not be further set over or alienated in any manner while bonds or any other obligation of the Joint Powers Board issued in connection therewith are outstanding, except as security payment of the principal of, premium (if

any), and interest on, such revenue bonds. The Joint Powers Board shall have 100% ownership of the Combined Communications Center project. Each participating agency shall have an interest in the services of the Combined Communications Center that is directly proportional to their respective contributions to the project, as set forth in Paragraph 3.e. of Section IV.

SECTION VII DEFINITION OF COMBINED COMMUNICATIONS CENTER AND ASSIGNMENT OF COSTS

1. Definition of the project for purposes of this Agreement shall be consistent with the provisions set forth herein and in accordance with any legal description and/or survey provided at such time as the permanent location for the project is established.

2. Any new agency joining the Joint Powers Board at a future date must bear all costs associated with joining the system and incur its pro rata share of financial responsibility in the Project, its operating costs and its incurred debt.

SECTION VIII TERMINATION DISSOLUTION AND DISTRIBUTION

The Joint Powers Board shall continue in existence until terminated as provided above. However, the Joint Powers Board and this Agreement shall not be terminated, and shall continue in existence until all outstanding obligations of the Joint Powers Board shall have been fully paid and satisfied or provision for such payment shall have been made. Further, after satisfaction of all debts and obligations and prior to or upon termination and dissolution, the Joint Powers Board shall provide for the distribution, set over, transfer, conveyance or assignment of any facilities, improvements, betterments or other property owned or leased by the Joint Powers Board to the Participating Agencies in direct proportion to their respective contributions.

SECTION IX RESTRICTIONS

It is clearly understood that this Agreement expressly limits the Joint Powers Board to purchase, finance, rehabilitate, and operate a Combined Communications Center located in Sweetwater County, Wyoming and to provide equipment and services relative to the purchase, financing, rehabilitation, and operation of the Combined Communications Center.

SECTION X SEVERABILITY

THE TERMS, PROVISIONS AND CONDITIONS OF THIS Agreement are severable. If any term or provision of this Agreement or its application to any person or circumstance is determined by a

court of proper jurisdiction to be invalid, such invalidity shall be limited to such person, circumstance, term, or provision and shall not affect other persons, circumstances, terms or provisions which can be given effect without the invalid provisions or application.

(SEAL)

SWEETWATER COUNTY COMMISSION

Chairperson

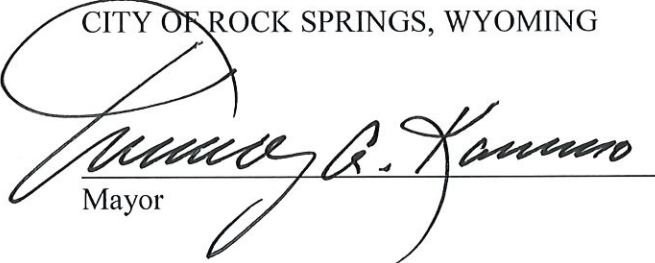
Attest:

Sweetwater County Clerk

CITY OF ROCK SPRINGS, WYOMING
CITY OF GREEN RIVER, WYOMING
SWEETWATER COUNTY, WYOMING
COMBINED COMMUNICATIONS
JOINT POWERS AMENDED AGREEMENT

(Counterpart Signature Page for the City of Rock Springs, Wyoming)



CITY OF ROCK SPRINGS, WYOMING

Mayor

Attest:


City Clerk

CITY OF ROCK SPRINGS, WYOMING
CITY OF GREEN RIVER, WYOMING
SWEETWATER COUNTY, WYOMING
COMBINED COMMUNICATIONS
JOINT POWERS AMENDED AGREEMENT

(Counterpart Signature Page for the City of Green River, Wyoming)

CITY OF GREEN RIVER, WYOMING

Mayor

Attest:

City Clerk

STATE OF WYOMING
OFFICE OF THE ATTORNEY GENERAL

In accordance with Wyo. Stat. § 16-1-105(a)(ii), the Wyoming Attorney General has reviewed the City of Rock Springs, Wyoming, City of Green River, Wyoming, Sweetwater County, Wyoming Amended Combined Communications Joint Powers Agreement and determined that the agreement is compatible with the laws and constitution of the State of Wyoming. The approval of the agreement by the Attorney General is limited to the terms and conditions of the agreement itself and does not extend to any individual project or the financing of any individual project contemplated under the Agreement.

Approved this _____ day of _____, 2022.

ATTORNEY GENERAL

Bridget Hill



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



BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

Meeting Date Requested: 8-16-22	Contact Phone and E-mail: 307-872-3897
Presenters Name, Title and Name of Organization: BOCC	Exact Wording for Agenda: DISCUSSION REGARDING A COUNTY ADMINISTRATOR
Preference of Placement on Agenda & Amount of Time Requested for Presentation	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 forward in word format to shoemakers@sweetwatercountywy.gov
Additional Information:	
PER THE BOCC'S REQUEST DURING THE 8-2-22 MEETING	

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@sweetwatercountywy.gov
*****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@sweetwatercountywy.gov
- 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.