#### **NOTICE:**

THE SWEETWATER COUNTY BOARD OF COUNTY COMMISSIONERS WILL MEET ON TUESDAY, MAY 5, 2020 AT 8:30 A.M. - TENTATIVE AND SUBJECT TO CHANGE

So as to comply with State Public Health Orders and COVID-19 restrictions, the Board of County Commissioner Meeting scheduled for May 5, 2020 will not be accessible at the County Courthouse; but rather, it will be held using video conferencing technology.

Those presenting at the meeting will be receiving a meeting invite via e-mail.

As always, the public is invited to watch the proceedings on the County YouTube channel https://www.youtube.com/channel/UCPe1fuV\_mrPq8dVoZ3FttNA/live where the meeting will be broadcast.

The public will be able to comment immediately following the public hearing presentation and also during the public comment section of the agenda by calling 307-872-3891 or by sending comments ahead of time via email to:

publiccomments@sweet.wy.us

or by mail to:
Public Comments:
C/O Sweetwater County Clerk
80 W Flaming Gorge Way, Suite 150
Green River, WY 82935

If you are in need of accommodations beyond the above identified process, please call in advance to discuss other options. If you have any questions about how to participate in a public Board of County Commissioner meeting, please contact Sally Shoemaker at 307-872-3890 or via email at shoemakers@sweet.wy.us

#### **PRELIMINARY**

8:30 CALL TO ORDER

**QUORUM PRESENT** 

PLEDGE OF ALLEGIANCE APPROVAL OF AGENDA

APPROVAL OF MINUTES: APRIL 21, 2020

### ACCEPTANCE OF BILLS

Approval of County Vouchers/Warrants
Approval of Monthly Statements
Approval of Bonds

### Approval of Abates/Rebates

### **COUNTY RESIDENT CONCERNS**

8:35

10:20

### **COMMISSIONER COMMENTS/REPORTS**

8:40	Commissioner Schoenfeld
8:50	Commissioner Lloyd
9:00	Commissioner Johnson
9:10	Chairman Wendling
9:20	Commissioner Smith

ACTION/	PRESENTATION ITEMS
9:30	Resolution to Re-Establish Election Districts
9:35	Request Approval of Amendments to the UMR
	Summary Plan Description and Financial Renewal
	Agreement
9:45	Request approval to re-staff vacant position in the
	Clerk of District Court's Office
9:50	Request approval to staff seasonal position in the
	Road & Bridge Department
	MOULE I C'E ED LC E LOWGO
9:55	MOU between the City of Rock Springs and SWCO
	for the Brown Bag Concert Series
10:00	Jamestown- Rio Vista Type A License Agreements
	Covered Wagon Phase 1
10:05	Public Access to the County Courthouse
10:10	6th Penny Discussion

Approval to Ratify Amendment One to the FY 2019

Volunteer Fire Assistance Grant Agreement for the

Little Mountain Project

**10:25** Approval to approve the 2020 Wildland Fire

Management Annual Operating Plan

**10:30** Approval of the Airport Improvement Grant

Agreement for CARES Act

**10:40** Lease Revenue Update

**OTHER** 

11:00

### **EXECUTIVE SESSION AS NEEDED**

Personnel

**ADJOURN** 

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

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

Following the Regular Board of County Commissioner's Meeting, the Commission will conduct the Fiscal Year 2021 Budget Workshop

The Board of County Commissioners met this day at 8:30 a.m. in Regular Session with Chairman Wendling and Commissioners Johnson, Lloyd, and Smith present via Zoom. Commissioner Schoenfeld was excused. The meeting opened with the Pledge of Allegiance.

### **Approval of Agenda**

Chairman Wendling entertained a motion to amend the agenda by adding, under other, ratification of the MOU for the COVID-19 Response Team and discussion relative to opening the County Courthouse. *Commissioner Johnson so moved. Commissioner Smith seconded the motion.* The motion carried.

### **Approval of Minutes- 4-7-20**

Commissioner Johnson moved to approve the minutes as presented for the April 7, 2020 meeting. Commissioner Smith seconded the motion. The motion carried.

### **Acceptance of Bills**

Approval of County Vouchers/Warrants, Monthly Reports, Hospital Maintenance Expenditures, and Abates/Rebates

Commissioner Smith moved to approve the expenses as presented. Commissioner Lloyd seconded the motion. The motion carried.

WARRANT NO.s	PAYEE	DESCRIPTION	AMOUNT
106088-106105 & ADVICES	EMPLOYEES AND PAYROLL VENDORS	PAYROLL RUN	1,559,246.41
30137	OPTUM BANK 76411492	CONTRIBUTIONS	5,863.07
30138	STAFFORD, NANCY	MILEAGE/OFFICE SUPPLIES/POSTAGE	491.88
30139	SWEETWATER COUNTY HEALTH BOARD	BUDGET ALLOCATION	58,255.67
106221	ACE HARDWARE	SUPPLIES/TOOL	336.71
106222	ACE HARDWARE #11263-C	SUPPLIES	11.98
106223	ADVANCE AUTO PARTS	PARTS	649.52
106224	AIRGAS USA LLC	ARGON	34.00
106225	ALL WEST COMMUNICATIONS	TV/INTERNET	225.05
106226	AMERIGAS PROPANE LP	PROPANE	276.41
106227	AUTOZONE LLC	PARTS	599.99
106228	AXON ENTERPRISE INC	LICENSES	3,114.00
106229	BATTERY SYSTEMS INC	BATTERIES	725.46
106230	BENNETT PAINT & GLASS	SUPPLIES	48.48
106231	BOOKCLIFF SALES INC	UNIFORMS/SUPPLIES	336.88
106232	BOYS 'N BERRYS LLC	TOOLS	185.00
106233	BRIDGER VALLEY ELECTRIC ASSN	UTILITIES	600.05
106234	CAPTUREPOINT	SUBSCRIPTION	5,700.00
106235	CARPETS PLUS	CARPET CLEANING	3,560.00
106236	CASTILLON D.D.S. LLC, A. BRYCE	INMATE DENTAL	1,594.00
106237	CASTLE ROCK HOSPITAL DISTRICT	BUDGET ALLOCATION	25,000.00
106238	CDW GOVERNMENT	SCANNERS/TONER	2,207.63
106239	CENTURYLINK	PHONE BILL	1,300.37
106240	CITY OF GREEN RIVER	UTILITIES	1,260.48
106241	CITY OF ROCK SPRINGS	BILLING	14,040.52
106242	CITY OF ROCK SPRINGS	RENT	373.54
106243	CNA SURETY	BOND	160.00
106244	CODALE ELECTRIC SUPPLY INC	PARTS	287.97
106245	COMMUNITY HOME OXYGEN	INMATE MEDICAL	624.18
106246	CONDREY AND ASSOCIATES INC	SALARY SURVEY	12,500.00
106247	CUMMINS ROCKY MOUNTAIN LLC	PARTS/LABOR/FEES	768.69
106248	DELL MARKETING L P	EQUIPMENT	3,010.00
106249	DIVERSIFIED INSURANCE BEN SERV LLC	FEES	1,086.40
106250	DIVERSIFIED INSURANCE BEN SERV LLC	FEES	6,000.00
106251	DOMINION ENERGY	UTILITIES	3,759.14
106252	TIMOTHY A EAGLER, ATTORNEY AT LAW LLC	FEES	580.00
106253	ELECTRICAL CONNECTIONS INC	INSTALLATION	3,207.54
106254	F B MCFADDEN WHOLESALE COMPANY	SUPPLIES	3,227.87
106255	F B MCFADDEN WHOLESALE COMPANY	COMMISSARY/INMATE FOOD	4,798.37
106256	FIRST CHOICE FORD	PARTS	138.46
106257	FLOYD'S TRUCK CENTER	PARTS	65.40
106258	FREMONT MOTOR ROCK SPRINGS INC	PARTS	209.43
106259	GALL'S LLC	SUPPLIES	120.74
106260	GOLDEN HOUR SENIOR CENTER INC	BUDGET ALLOCATION	19,136.25
106261	GREEN RIVER STAR	AD'S	6,976.00
106262	HANDEL INFORMATION TECHNOLOGIES INC	MAINTENANCE	2,400.00
106263	HIGH SECURITY LOCK & ALARM	KEYS	26.00
106264	HOLIDAY INN	LODGING	192.00
106265	HOMAX OIL SALES INC	FUEL	7,584.74
106266	HOWARD SURPLY COMPANY LLC	PARTS	481.03
106267	HOWARD SUPPLY COMPANY, LLC	PARTS/TOOL	1,531.71
106268	HY-KO SUPPLY	SUPPLIES SUPPLIES	2,100.50 1,845.68
106269	JACKS SAW SHOP INC	SUFFLIES	1,045.00

400070	IENNIV 0ED) #0E 00	00141100151	04400
106270	JENNY SERVICE CO	COMMISSARY	814.22
106271	LINCOLN COUNTY SHERIFF	INMATE HOUSING	420.00
106272	MATHEY LAW OFFICE - ASSIGNOR	FEES	2,050.00
106273	MEADOW GOLD DAIRIES SLC	INMATE FOOD	3,089.97
106274	NAPA AUTO PARTS UNLIMITED	PARTS/LABOR	1,115.62
106275	NICHOLAS & COMPANY	INMATE FOOD	726.38
106276	NMS LABS	TOXICOLOGY	566.00
106277	NORTH SWEETWATER WATER AND SEWER DISTICT	UTILITIES	60.00
106278	NUTECH SPECIALTIES INC	SUPPLIES	79.60
106279	PM AUTOGLASS INC	WINDSHIELDS	1,197.00
106280	REAL KLEEN JANITORIAL	SUPPLIES	835.65
106281	ROCK SPRINGS MUNICIPAL UTILITY	UTILITIES	2,986.01
106282	ROCKY MTN POWER	UTILITIES	2,570.94
106283	RON'S ACE RENTALS	WACKER	1,570.00
106284	SIX STATES DISTRIBUTORS INC	LIGHT	56.81
106285	SOURCE OFFICE & TECHNOLOGY	OFFICE SUPPLIES	71.21
106286	STAPLES CREDIT PLAN	OFFICE SUPPLIES	27.87
106287	SWEETWATER CO EVENTS COMPLEX	BUDGET AMENDMENT	22,981.05
106288	SWEETWATER FAMILY RESOURCE CENTER	BUDGET ALLOCATION	4,834.00
106289	THE DODGE COMPANY INC	SUPPLIES	921.47
106290	THE TIRE DEN INC	TIRES/ALIGNMENTS/PARTS/LABOR	4,017.99
106291	THOMSON REUTERS-WEST PAYMENT CENTER	SUBSCRIPTIONS	4,177.31
106292	TRAFX RESEARCH LTD	DATA NET	500.00
106293	U S FOODS INC	INMATE FOOD	1,675.19
106294	UNITED SITE SERVICES	RESTROOM	447.00
106295	US BANCORP	LEASE PAYMENT	393,949.81
106296	VERIZON WIRELESS	BROADBAND	225.89
106297	VONAGE BUSINESS	PHONE BILL	1,369.92
106298	WESTERN WYOMING BEVERAGES	SUPPLIES	255.00
106299	WEX BANK	FUEL	13,023.74
106300	WHISLER CHEVROLET COMPANY	PARTS	325.31
106301	WILKERSON IV MD PC, JAMES A	AUTOPSIES	2,500.00
106302	WORKFORCEQA LLC	PRE-EMPLOYMENT	40.00
106303	WYODATA SECURITY INC	SHREDDING	2,657.00
106304	WYOMING MACHINERY COMPANY	PARTS/LABOR/MILEAGE/FREIGHT	5,116.24
106305	WYOMING RETIREMENT SYSTEM	RETIREMENT	195.00
106306	WYOMING WASTE SERVICES	UTILITIES	2,168.75
106307	YOUNG AT HEART CENTER	BUDGET ALLOCATION/GRANT	20,457.00
		EXPENSES	, -

**GRAND TOTAL:** 2,268,930.15

\*\*\*\*\*\*

TAXPAYER VALUATION MR FIX IT -19 MR FIX IT -20

\*\*\*\*\*\*

### **Public Hearing- Planning and Zoning**

### **Sue Triverly - Variance Maximum Height of Sign and Square Footage**

Public Works Director Eric Bingham presented Resolution 20-04-ZO-01. Love's Truck Stop Representative Kym VanDyke was present. Following discussion, Chairman Wendling opened the public hearing. Hearing no comments, the public hearing was closed. *Commissioner Johnson moved to approve Resolution 20-04-ZO-01. Commissioner Smith seconded the motion.* The motion carried.

# RESOLUTION 20-04-ZO-01 FOR APPROVAL OF A VARIANCE FOR A SIGN TO EXCEED 300 SQUARE FEET IN AREA AND 40 FEET IN HEIGHT REQUESTED BY SUE TRIVERLY (EFFECTIVE IMAGES, INC.)

WHEREAS Sue Triverly is requesting a Variance from section 13.F.2 of the 2015 Sweetwater County Zoning Resolution; and,

WHEREAS, this Variance will be approved for 18.36 acres of land owned by Roserock Holdings which is legally described as:

THE WESTERN ONE-HALF (WYz) OF A TRACT OF LAND LOCATED IN LOT SEVEN (7), SECTION SEVEN (7), TOWNSHIP EIGHTEEN (18) NORTH, RANGE ONE HUNDRED SEVEN (107) WEST OF THE SIXTH PRINCIPAL MERIDIAN, SWEETWATER COUNTY, WYOMING, BOUNDED ON THE SOUTH BY THE CENTER LINE OF HIGHWAY U.S. 30 AS DESCRIBED BY EASEMENT RECORDED IN BOOK 137, PAGE 163, ON THE WEST BY THE WEST LINE OF SAID SECTION SEVEN (7), ON THE NORTH BY THE SOUTHERLY BOUNDARY OF HIGHWAY INTERSTATE 80 AS CONVEYED TO THE STATE HIGHWAY COMMISSION OF WYOMING BY WARRANTY DEED RECORDED IN BOOK 328, PAGE 160, AND ON THE EAST BY THE EASTERLY BOUNDARY OF SAID LOT 7, SECTION 7 {PREVIOUSLY ERRONEOUSLY SHOWN OF RECORD AS "ON THE EAST BY THE WEST LINE OF THE EAST HALF OF SAID SECTION SEVEN (7)"}

WHEREAS, the Sweetwater County Board of County Commissioners held a public hearing in regards to this matter on April 21, 2020 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 Variance of from section 13.F.2 for a sign to exceed 300 square feet in area and 40 feet in height for Variance Application #2020-007, the 2015 Zoning Resolution.

Dated this 21<sup>st</sup> day of April, 2020.

	THE BOARD OF COUNTY COMMISSIONERS
	OF SWEETWATER COUNTY, WYOMING
	Randal M. Wendling, Chairman
	Wally J. Johnson, Member
	Roy Lloyd, Member
ATTEST:	Lauren Schoenfeld, Member
Cynthia L. Lane, County Clerk	Jeff Smith, Member
	******

### **County Resident Concerns**

Chairman Wendling opened county resident concerns. IT Director Tim Knight read aloud a public comment received from Mike Masterson addressing the 6<sup>th</sup> Penny initiative and requested that the constituents have the opportunity to vote. Chairman Wendling shared that the 6<sup>th</sup> Cent discussion will be placed on the May 5, 2020 meeting. Hearing no further comments, county resident concerns was closed.

### **Commissioner Comments/Reports**

### **Commissioner Smith**

Commissioner Smith reported that he continues to work with his liaisons. Commissioner Smith addressed the detailed email received from Memorial Hospital of Sweetwater County CEO Irene Richardson providing a hospital update relative to COVID-19, current financials, and the opportunity for funding relief. Commissioner Smith further reported that he has been working with Purchasing Manager Marty Dernovich and Deputy County Attorney John DeLeon.

### **Commissioner Lloyd**

Commissioner Lloyd reported on the Library Board meeting that he attended via Zoom. Commissioner Lloyd shared that the Events Complex will address their financial issues due to canceled events during today's meeting. Commissioner Lloyd reported on the Industrial Siting meeting he attended. Commissioner Lloyd shared that he met with various department heads, elected officials, and employees. Commissioner Lloyd shared that he continues to attend the COVID-19 meetings between various entities. Commissioner Lloyd praised the EOC for all their efforts during the COVID-19 process. Commissioner Lloyd expressed his appreciation to all the residents of Sweetwater County for their efforts and for remaining positive.

### **Commissioner Johnson**

Commissioner Johnson read aloud the facility report. Commissioner Johnson reported on the Industrial Siting meeting that he attended and expressed concern that the Wyoming Industrial Siting Council reduced impact assistance requests from the Exxon Mobile Carbon Capture project by 20%. Commissioner Johnson questioned if it was legal for the Industrial Siting Council to reduce the amount and requested that Deputy County Attorney John DeLeon research the matter. Mr. DeLeon shared that he believes that there could be a legal issue and that it is an argument that can be presented, and further explained, that July 10, 2020 is the next opportunity to meet with the Industrial Siting Council. Commissioner Johnson expressed support for Exxon Mobile. Commissioner Johnson expressed that, now, more than ever, the State of Wyoming must utilize the rainy day fund for cities, towns, and counties. Commissioner Johnson expressed his disappointment that Governor Gordon is not moving forward with opening businesses and urged him to open Wyoming.

### **Chairman Wendling**

Chairman Wendling reported that his liaison work has been primarily through Zoom and shared that a number of his meetings have been relative to COVID-19 with the County Commissioner's Association, WAM, and the Revenue Committee among many others. Chairman Wendling addressed loss of revenue and how businesses can apply for funding and shared that Governor Gordon will be holding a meeting to address when businesses can begin opening. Chairman Wendling shared that WCCA Director Jerimiah Rieman will be sitting on the State of Wyoming Budget Advisory Board which will assist Wyoming cities, towns, and counties with receiving the appropriate funding.

### **Break**

Chairman Wendling called for a twenty-minute break.

### **Action/Presentation Items**

### FY 2021 Budget Request Filing

Accounting Manager Bonnie Berry presented the FY 2021 Budget Request Filing as required by State Statute. Following discussion, the commission expressed their appreciation for the requests presented and shared that they look forward to the budget process. Ms. Berry questioned if the commissioners would like a paper copy or if they prefer electronic copies of the

budget. Commissioner Johnson and Commissioner Smith requested to have a summary of all the requests. Chairman Wendling entertained a motion to accept the 2021 budget filing. *Commissioner Smith so moved. Commissioner Lloyd seconded the motion.* Following discussion, the motion carried.

### Value Notification from the Assessor's Office

County Assessor Dave Divis presented the current county valuations as required by State Statute 39-13-102. The commission expressed their appreciation for the update.

### **Approval to sponsor FFY 2021 TANF CPI Grant Applications**

Grants Manager Krisena Marchal presented the FFY 2021 TANF CPI Grant Applications. Following discussion, Commissioner Smith moved to sponsor, and authorize the Chairman to sign, the Federal Fiscal Year 2021 TANF CPI Grant Application Assurances for Climb Wyoming, Sweetwater Family Resource Center, and Greater Wyoming Big Brothers Big Sisters. Commissioner Lloyd seconded the motion. The motion carried.

### Change Order #1 to EDA's Contract dated 10-24-19 for the Lagoon

Public Works Director Gene Legerski presented a change order to EDA's contract dated October 24, 2019 for the Lagoon Drive Consolidated Facility. Following discussion, Commissioner Johnson moved to approve change order number one in the amount of \$24,280.00 to EDA's contract and allow the Chairman to sign all necessary documentation. Commissioner Lloyd seconded the motion. The motion carried.

### **Event Cancellations and Revenue Loss Due to COVID-19 for the Events Complex**

Events Complex Director Larry Lloyd shared the number of events that have been canceled due to COVID-19 and expressed concern for the revenue loss. Mr. Lloyd shared that the fair and 4-H may be canceled based upon Governor Gordon's order and explained that sponsorship events have been restricted. Mr. Lloyd requested a line of credit in the amount of \$200,000.00 from the commission to get through the remainder of fiscal year 2020. The commission questioned how many days' cash on hand the Events Complex has and how many projects can be put on hold. Mr. Lloyd shared that they have \$230,000 cash on hand and they do not have any projects going on at this time that is cost associated. Commissioner Lloyd expressed that oversite needs to be done and that a process needs to be comprised during this financial time. Mr. Lloyd shared that part-time and seasonal employees have been laid off. The commission questioned if Mr. Lloyd has implemented a solid documentation system for expenses incurred which will allow him to request "recapturing funds" from the State of Wyoming. Discussion ensued relative to the requirements for processing a line of credit to the Events Complex and the re-payment terms. Accounting Manager Bonnie Berry and Deputy County Attorney John DeLeon were present to explain the process and the legality of the request. Following further discussion, Chairman Wendling entertained a motion to approve the line of credit in the amount of \$200,000 to be re-paid by November 2020. *Commissioner Lloyd so moved. Commissioner Johnson seconded the motion.* Following further discussion relative to additional agencies' future requests, the motion carried with Commissioner Smith abstaining.

### **EOC Compensation Issue**

Human Resource Director Garry McLean explained that several Sweetwater County employees have been assigned to the EOC during the COVID-19 crisis and presented three options for compensation consideration to include a bonus, changing exempt employees to non-exempt, and additional leave. Following discussion relative to the process of tracking time and making it fair to all the employees involved in the EOC along with the opportunity for FEMA reimbursement, the commission concurred that it is premature to decide on how the commission would like to handle the compensation.

### Pay Plan Update

Human Resource Director Garry McLean provided a breakdown of certain areas/positions within the county based upon numbers within the State of Wyoming and various counties and cities within Wyoming. Mr. McLean shared that he has meetings scheduled with departments to have a final recommendation to the Board of County Commissioners to consider what findings they may have. The commission expressed their appreciation for the documents received and shared that they look forward to having the opportunity to review the documents in-depth to allow them to ask appropriate questions and move forward.

### Sweetwater County 2013 Specific Purpose Tax Joint Powers Board Dissolution Agreement

Deputy County Attorney John DeLeon presented the Sweetwater County 2013 Specific Purpose Tax Joint Powers Board Dissolution Agreement. Following discussion, Chairman Wendling entertained a motion to approve the Sweetwater County 2013 Specific Purpose Tax Joint Powers Board Dissolution Agreement. *Commissioner Johnson so moved. Commissioner Smith seconded the motion.* The motion carried.

### **Strategic Planning Discussion**

Commissioner Lloyd shared that he and Commissioner Schoenfeld have been working on strategic planning for Sweetwater County and submitted a proposal to the commission, elected officials and department heads to get a head start on a vision goal. Commissioner Lloyd explained that the questionnaire consists of questions regarding visions/goals for periods of 1-2 years, 3-5 years, and 5-10 years, where departments/elected officials would like to see the County as a whole (financially, structurally, and philosophically) in five-ten years, what they would like to see changed first in county government as a whole, and what is the consensus of the current liaison system. Commissioner Lloyd expressed that, as the process progresses, the things to consider include strengths, weaknesses, opportunities, and threats (SWOT's) for specific departments. Commissioner Lloyd and Commissioner Schoenfeld requested that Administrative Assistant Sally Shoemaker help with compiling the requests. The commission expressed their appreciation for starting the process.

### **Other**

### Ratify the MOU COVID-19 Response Team

Deputy County Attorney John DeLeon presented the ratified MOU for the COVID-19 Response Team. Following discussion, *Commissioner Smith moved to ratify the Memorandum of Understanding. Commissioner Lloyd seconded the motion.* The motion carried.

### **Closure of County Courthouse**

Chairman Wendling addressed the directive of Governor Gordon and questioned the desire of the commission on how they would handle opening the courthouse. The commission concurred to follow the direction and guidelines of Governor Gordon and to also have input from the EOC and Public Health Director.

### **Executive Session**

Chairman Wendling entertained a motion to enter into executive session for legal, and personnel. *Commissioner Johnson so moved. Commissioner Smith seconded the motion*. The motion carried.

After coming out of executive session, Commissioner Smith moved to allow Purchasing Manager Marty Dernovich to move forward with a request for information (RFI) for ambulance services for Sweetwater County. Commissioner Johnson seconded the motion. The motion carried.

### **Adjourn**

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

This meeting was recorded via Zoom and is available from the County Clerk's office at the Sweetwater County Courthouse in Green River, Wyoming. The minutes were respectfully submitted by Administrative Assistant Sally Shoemaker.

THE BOARD OF COUNTY COMMISSIONERS

	OF SWEETWATER COUNTY, WYOMING
	Randal M. Wendling, Chairman
	Wally J. Johnson, Member
	Roy Lloyd, Member
ATTEST:	Lauren Schoenfeld, Member
Cynthia L. Lane, County Clerk	Jeff Smith, Member
	*******

	DATE	AMOUNT	WARRANT	#'S	ADVICE #'S
EAL EAL EAL EAL EAL	4/17/2020 4/24/2020	513,502.00 780,226.31		Check #	Advice #
	Payroll Run Payroll Run Payroll Run Payroll Run		Payroll:	CHECK #	Advice #
TOTAL	. AMOUNT	\$1,293,728.31			
Vouche	ers in the above amour	nt are hereby app			d this date of 05/05/2020
				Randal M.	Wendling, Chairman
			;	Wally J. Jo	hnson, County Commissioner
			•	Roy Lloyd,	County Commissioner
Attest:				Lauren Sch	noenfeld, County Commissioner
County	Clerk			Jeff Smith,	County Commissioner

### $\frac{Authorization \ for \ Monthly \ Reports}{\underline{5\text{-}5\text{-}20}}$

### 1. Clerk of District Court

	THE BOARD OF COUNTY COMMISSIONERS FOR SWEETWATER COUNTY, WYOMING
	Randal M. Wendling, Chairman
•	Wally J. Johnson, Member
	Roy Lloyd, Member
Attest:	Lauren Schoenfeld, Member
Cynthia L. Lane, County Clerk	Jeff Smith, Member

### **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:

### FEBRUARY, 2020

Reported to the Board of County Commissioners of said County.

CIVIL FEES\$ Code: DC	7,790.98
BOND FORFIETED\$ Code: FO	0.00
CRIMINAL FINES/COSTS\$ Code: CF	304.82
TOTAL EARNINGS\$	8,095.80
TOTAL REMITTED\$	8,095.80

Clerk of District Court Check # 15489

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 3rd day of March, 2020.

Donna Lee Bobak, Clerk of District Court SEAL &

### **Monthly Statement**

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

### **MARCH**, 2020

Reported to the Board of County Commissioners of said County.

CIVIL FEES\$ Code: DC	7,419.60
BOND FORFIETED\$ Code: FO	0.00
CRIMINAL FINES/COSTS\$ Code: CF	0.00
TOTAL EARNINGS\$	7,419.60
TOTAL REMITTED\$	7,419.60
Clerk of District Court Check # 15613	
STATE OF WYOMING	

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 3rd day of April, 2020.

COUNTY OF SWEETWATER

Donna Lee Bobak, Clerk of District Court SEAL

### $\frac{Approval\ of\ Bonds}{\underline{5\text{-}5\text{-}20}}$

NAME	OFFICE	BOND AMOUNT
Chris Meats	City of Green River, Finance	\$100,000.00
	Director/Treasurer	
Katherine Pfeiler	Eden Valley Improvement	\$ 10,000.00
	District, Bookkeeper	**

	THE BOARD OF COUNTY COMMISSIONERS FOR SWEETWATER COUNTY, WYOMING
	Randal M. Wendling, Chairman
•	Wally J. Johnson, Member
	Roy Lloyd, Member
Attest:	Lauren Schoenfeld, Member
Cynthia L. Lane, County Clerk	Jeff Smith, Member
John DeLeon, Deputy County Attorney	

Wyoming

# Western Surety Company

### OFFICIAL BOND AND OATH

KNOW ALL PERSONS BY THESE PRESENTS:	Bond No55030529
That we Chris Meats	,
of <u>Green River</u> , Wyoming, as Paragraphics a corporation duly licensed to do business in the State of W	rincipal, and WESTERN SURETY COMPANY, yoming, as Surety, are held and firmly bound
unto City of Green River	the State of Wyoming, in the penal
sum of One Hundred Thousand and 00/100 to which payment well and truly to be made, we bind ourse severally, firmly by these presents.	DOLLARS (\$ 100,000.00), lves and our legal representatives, jointly and
Dated this12th day ofMarch,	2020
THE CONDITION OF THE ABOVE OBLIGATION IS	S SUCH, That whereas, the above bounden
Appointed M Principal was duly Elected  to the office of	Finance Director/Treasurer
in theof Green River	,
and State aforesaid for the term beginning	une 3,2020, and ending
June 3 , 2021 .	
NOW THEREFORE, If the above bounden Principal as	nd his deputies shall faithfully, honestly and
as is or may be prescribed by law, and shall with all reasonable keep and be responsible for all funds coming into the hands over without delay to the person or persons authorized by a come introduced by virtue of his said office; and shall we such office persons as are authorized by law to rething of every kindigad nature held by him as such officer, refigured full force and effect.	ole skill, diligence, good faith and honesty safely of such officer by virtue of his office; and pay aw to receive the same, all moneys which may all and truly deliver to his successor in office, or seceive the same, all moneys, books, papers and

Form 944-A-12-2019

### ACKNOWLEDGMENT OF SURETY (Corporate Officer)

County of Minnehaha ss		
On this12th day of	March	,, before me, appeared
the aforesaid officer of WESTERN SURET	Y COMPANY, an that said instrum irectors, and said	nown, being by me sworn, and did say that he is d that the seal affixed to said instrument is the ent was signed and sealed on behalf of said officer acknowledged said instrument to be the
	OATH OF OFF	CE
and the constitution of the state of Wyon election or appointment, or caused it to be with fidelity  State of Wyoming	ming: that I have	and defend the constitution of the United States, not knowingly violated any law related to my and that I will discharge the duties of my office  TARA SMITH - NOTARY PUBLIC  COUNTY OF STATE OF WYOMING  My Commission Expires 116-33
County of Sussefusater	V	
This Oath of Office was subscribed and on this 24th day of Oxil  My commission expires: 7-16-23	,	Lo Chris Weats  Lo Jaco Chris Weats  Ley Public, Woming
ACKNO	OWLEDGMENT C	F PRINCIPAL
THE STATE OF WYOMING  County of Sweetwater	SS	
	ril	, _2020, before me, personally appeared
who executed the foregoing instrument	as Principal, and	_, to me known to be the person described in and acknowledged that the same was executed as
his fr	ree act and deed.	
My commission expires  7 - 16 - 23  TARA SMITH - NOTABLY PUBLIC  COUNTY OF SWEETWATER WYOMING		Jana Twill Notary Public, Wyoming

My Commission Expires 7-16-23

## , Western Surety Company

### **POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS:  That WESTERN SURETY COMPANY, a corporation organized and exauthorized and licensed to do business in the States of Alabama, Alaska Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, MoNew Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington States of America, does hereby make, constitute and appoint	n, Anzona, Arkansas, California, Colorado, Connected, S., Indiana, Iowa, Kansas, Kentucky, Louislana, Maine, Intana, Nebraska, Nevada, New Hampshire, New Jersey, Oregon, Pennsylvania, Rhode Island, South Carolina, West Virginia, Wisconsin, Wyoming, and the United
Paul T. Bruflat of	Sioux Falls
Paul T. Bruflat of	ilm to sign, execute, acknowledge and deliver for and six
One Finance Director/Treasurer City of Green R	
bond with bond number55030529	
as Principal in the penalty amount not to exceed: \$100,000,00	
Western Surety Company further certifies that the following is a true and exact duly adopted and now in force, to-wit:  Section 7. All bonds, policies, undertakings, Powers of Attorney, or other on name of the Company by the President, Secretary, any Assistant Secretary, Tre Board of Directors may authorize. The President, any Vice President, Secretary, Attorneys-in-Fact or agents who shall have authority to Issue bonds, policies, or unot necessary for the validity of any bonds, policies, undertakings, Powers of Attorsuch officer and the corporate seal may be printed by facsimile.	bligations of the corporation shall be executed in the corporate asurer, or any Vice President, or by such other officers as the stary, any Assistant Secretary, or the Treasurer may appoint indertakings in the name of the Company. The corporate seal is ney or other obligations of the corporation. The signature of any
In Witness Whereof, the said WESTERN SURETY COMPANY  Vice President with the corporate seal affixed the  2020	has caused these presents to be executed by its s 12th day of March
ATTEST  A. Vietor, Assistant Secretary	WESTERN SURETY COMPANY  By Paul T. Bodiat, Vice President
STATE OF SOUTH DAKOTA	WEST OF A LANGE
COUNTY OF MINNEHAHA	THE DANGEROUS
On this12thday ofMarch,2	D20 , before me, a Notary Public, personally appeared A. Vietor
who, being by me duly swom, acknowledged that they signed the above and Assistant Secretary, respectively, of the said WESTERN SURETY voluntary act and deed of said Corporation.	Power of Attorney asVice_President COMPANY, and acknowledged said instrument to be the
P. DAHL NOTARY PUBLIC	Phahl
My Commission Expires J	Notary Public une 18, 2025

Wyoming



STERN SURETY COMPANY • ONE OF AMERICA'S OLDEST BONDING COMPANIES 🖼

### OFFICIAL BOND AND OATH

KNOW ALL PERSONS BY THESE PRESENTS:	Bond No63228632
That we Katherine Pfeiler	,
of Farson , Wyoming,	as Principal, and WESTERN SURETY COMPANY,
a corporation duly licensed to do business in the State	of Wyoming, as Surety, are held and firmly bound
unto EDEN VALLEY IMPROVEMENT DISTRICT	, the State of Wyoming, in the penal
sum of <u>Ten Thousand and 00/100</u> to which payment well and truly to be made, we bind of severally, firmly by these presents.	
Dated this17th day ofMarch	
THE CONDITION OF THE ABOVE OBLIGATIO	N IS SUCH, That whereas, the above bounden
Principal was duly Elected to the office of in the	Warday Sidnon Coney I
in the MX EDEN VALLEY IMP	ROVEMENT DISTRICT ,
and State aforesaid for the term beginning	June 6 2020 and anding
and State aforesaid for the term beginning	, <u>zozo</u> , and ending
NOW THEREFORE, If the above bounden Princip	al and his deputies shall faithfully, honestly and
impartially perform all the duties of his said office of	BOOKKEEPER
as is or may be prescribed by law, and shall with all reas keep and be responsible for all funds coming into the h over without delay to the person or persons authorized come into his hands by virtue of his said office; and shall such other person or persons as are authorized by law things of every kind and nature held by him as such office.	onable skill, diligence, good faith and honesty safely ands of such officer by virtue of his office; and pay by law to receive the same, all moneys which may ll well and truly deliver to his successor in office, or to receive the same, all moneys, books, papers and icer, the above obligation shall be void, otherwise to  WESTERN SURETY COMPANY  By
	Paul T. Brudat, Vice President

SECENCES WESTERN SURETY COMPANY ◆ ONE OF AMERICA'S OLDEST BONDING COMPANIE

Form 944-A-12-2019

### ACKNOWLEDGMENT OF SURETY (Corporate Officer)

County of Minnehaha  ss		
On this17th day of	March	, <u>2020</u> , before me, appeared
Paul T. Bruflat the aforesaid officer of WESTERN SU corporate seal of said corporation,	to me personally kno JRETY COMPANY, and t and that said instrumen of Directors, and said off	wn, being by me sworn, and did say that he is that the seal affixed to said instrument is the t was signed and sealed on behalf of said ficer acknowledged said instrument to be the
	OATH OF OFFICE	E
and the constitution of the state of	Wyoming; that I have no to be done by others; and seems and and sworn to before me to 2020	defend the constitution of the United States, of knowingly violated any law related to my at that I will discharge the duties of my office  CAROLA. LEE - NOTARY PUBLIC  COUNTY OF SWEETWATER  My Commission Expires February 07, 2022  Output  Cy  Children  Carola. Lee - NOTARY PUBLIC  STATE OF WYOMING  My Commission Expires February 07, 2022  Cy  Cy  Cy  Cy  Cy  Cy  Cy  Cy  Cy
AC	KNOWLEDGMENT OF P	RINCIPAL
THE STATE OF WYOMING County of Sweetwater	-ss	
On this day of	April	_, _2020_, before me, personally appeared
<u>Katherine</u> Pfci	ler, t	o me known to be the person described in and
who executed the foregoing instrume	nt as Principal, and ack	CAROLA. LEE - NOTARY PUBLIC  COUNTY OF SWEETWATER  My Commission Expires February 07, 2022
		Notary Public, Wyoming

### Western Surety Company

#### POWER OF ATTORNEY

KNOW	ALL N	EN BY	THESE	PR	ESENT	S:
------	-------	-------	-------	----	-------	----

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

States of America, does hereby make, constitut	e and appoint		
Paul T. Bruflat	of	Sioux Falls	
State of South Dakota	, its regularly elected _	Vice President	,
as Attorney-in-Fact, with full power and authori its behalf as Surety and as its act and deed, the	ty hereby conferred upon him		
One Bookkeeper Eden Valley Im	provement District		
bond with bond number 63228632			
for Katherine Pfeiler			
as Principal in the penalty amount not to exceed			
Western Surety Company further certifies that the duly adopted and now in force, to-wit:  Section 7. All bonds, policies, undertakings, policies, unde	owers of Attorney, or other oblig any Assistant Secretary, Treast t, any Vice President, Secretar to issue bonds, policies, or unde undertakings, Powers of Attorney	gations of the corporation shall be exurer, or any Vice President, or by sury, any Assistant Secretary, or the extakings in the name of the Company	ecuted in the corporate ch other officers as the Treasurer may appoint . The corporate seal is
In Witness Whereof, the said WESTER  Vice President with the			ne executed by its March ,
2020			
ATTEST  A. Vietor, Assistar	nt Secretary	WESTERN SURETY By Paul T.	Brifflat, Vice President
			S WE
STATE OF SOUTH DAKOTA			SEAVE
COUNTY OF MINNEHAHA	jan jan		ONTH DANGER
On this <u>17th</u> day of <u> </u>	March , 2020	D, before me, a Notary Public, A. Vietor	personally appeared
who, being by me duly sworn, acknowledged the and Assistant Secretary, respectively, of the savoluntary act and deed of said Corporation.			
P. DAHL		$U\lambda$ . L	)

Notary Public

Authorization for Abate/Rebate of Ad Valorem Taxes								
MAY 5TH MEETING								
NOVC	TAXPAYER	ACCOUN	TAX DIST	VALUATION	TAX YEAR	ADJUSTME	REASON	A/R NUMBER
	PURE PETROLEUM	102743	100	-836	2009	-52.52	OUT OF BUSINESS	50120
	PURE PETROLEUM	102743	100	-808	2010	-51.64	OUT OF BUSINESS	50220
	PURE PETROLEUM	102743	100	-803	2011	-51.12	OUT OF BUSINESS	50320
	PURE PETROLEUM	102743	100	-1,960	2012	-124.40	OUT OF BUSINESS	50420
	PURE PETROLEUM	102743	100	-1522	2013	-97.09	OUT OF BUSINESS	50520
	PURE PETROLEUM	102743	100	-1534	2014	-98.29	OUT OF BUSINESS	50620
	PURE PETROLEUM	102743	100	-1534	2015	-100.12	OUT OF BUSINESS	50720
	PURE PETROLEUM	102743	100	-1559	2016	-105.36	OUT OF BUSINESS	50820
	PURE PETROLEUM	102743	100	-1559	2017	-104.04	OUT OF BUSINESS	50920
	PURE PETROLEUM	102743	100	-1598	2018	-106.60	OUT OF BUSINESS	51020
	PURE PETROLEUM	102743	100	-2180	2019	-142.35	OUT OF BUSINESS	51120
	J M J OILFIELD SERVICE	102227	151	-1008	2014	-73.21	OUT OF BUSINESS	51220
	J M J OILFIELD SERVICE	102227	151	-1008	2015	-72.88	OUT OF BUSINESS	51320

	J M J OILFIELD SERVICE	102227	151	-850	2016	-62.15	OUT OF BUSINESS	51420
	J M J OILFIELD SERVICE	102227	151	-591	2017	-43.20	OUT OF BUSINESS	51520
	J M J OILFIELD SERVICE	102227	151	-529	2018	-38.50	OUT OF BUSINESS	51620
	J M J OILFIELD SERVICE	102227	151	-532	2019	-38.63	OUT OF BUSINESS	51720
ATTEST				COMMISSIONER				
CYNTHIA L	ANE							
				COMMISSIONER				
				COMMISSIONER				
				COMMISSIONER				
				COMMISSIONER				
				COMMINISSIONER				

Meeting Date Requested:	Contact Phone and E-mail:
May 5, 2020	307-872-3759 lanec@sweet.wy.us
Presenters Name, Title and Name of Organization:  Cindy Lane, Sweetwater County Clerk	Exact Wording for Agenda:  Resolution to Re-establish election Districts
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:	If you are submitting a Resolution or Proclamation- please email, in Word Format, to shoemakers@sweet.wy.us
Additional Information:	
L	

### **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: <a href="mailto:shoemakers@sweet.wy.us">shoemakers@sweet.wy.us</a>
  \*\*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 <u>AFTER</u> the deadline, you will be considered for the next meeting date.

### RESOLUTION NO. 20-05-CL-001 A RESOLUTION RE-ESTABLISHING SWEETWATER COUNTY **ELECTION DISTRICTS**

WHEREAS Wyoming State Statute 22-7-101 requires the board of county commissioners to divide the county into election districts in every general election year; and

WHEREAS, the Board of Sweetwater County Commissioners, with the advice of the Sweetwater County Clerk, wishes to divide Sweetwater County into sixteen election districts that follow the same boundaries as previously adopted;

NOW, THEREFORE BE IT RESOLVED that the Board of Sweetwater County Commissioners do hereby adopt the following election districts for Sweetwater County:

### Districts 1, 3, 4, 5, 6, 7, 9, 10, 12, 13, 19, 20, 21, 23, 24 and 25

Refer to the election maps for the boundaries that are filed in the County Clerk's office.

Dated this 5th Day of May, 2020.

The Board of County Commissioners Of Sweetwater County, Wyoming

	Randal M. Wendling Chair
	Wally J. Johnson, Member
	Lauren Schoenfeld, Member
ATTEST:	Jeffrey W. Smith, Member
Cynthia L. Lane, County Clerk	Roy Lloyd, Member

### CHAPTER 7 - ELECTION DISTRICTS AND PRECINCTS

22-7-101. Election districts.

The board of county commissioners with the advice or recommendation of the county clerk, no later than its first meeting in May in every general election year shall divide the county into not more than thirty (30) election districts. Each district shall be designated by number. Election districts shall be changed only at this designated meeting.

County: SWEETWATER User Name : Destinee A Morison

### **District Listing**

Date: 04/17/2020 Report No.: DP-001

District Types: VOTER DISTRICT

District Type	District Description	
RT	VOTER DISTRICT	
Districts		
01	VOTER DISTRICT 01	
03	VOTER DISTRICT 03	
04	VOTER DISTRICT 04	
05	VOTER DISTRICT 05	
06	VOTER DISTRICT 06	
07	VOTER DISTRICT 07	
09	VOTER DISTRICT 09	
10	VOTER DISTRICT 10	
12	VOTER DISTRICT 12	
13	VOTER DISTRICT 13	
19	VOTER DISTRICT 19	
20	VOTER DISTRICT 20	
21	VOTER DISTRICT 21	
23	VOTER DISTRICT 23	
24	VOTER DISTRICT 24	
25	VOTER DISTRICT 25	_

**Grand Total:** 

16

County: SWEETWATER User Name: Destinee A Morison

### Polling Place Report

Date: 04/24/2020 Report No.: DP-011

Precinct	Location	Address
Assigned	*	
01-1	GRANGER TOWN HALL	200 FIRST GRANGER 82934
03-2	RS 1ST UNITED METHODIST CHURCH	1515 EDGAR STREET ROCK SPRINGS 82901
03-3	RS 1ST UNITED METHODIST CHURCH	1515 EDGAR STREET ROCK SPRINGS 82901
03-4	RS CIVIC CENTER	410 N STREET ROCK SPRINGS 82901
03-5	RS SWC HEALTH AND HUMAN SERVICES BUILDING	333 BROADWAY ROCK SPRINGS 82901
04-1	RS SWC HEALTH AND HUMAN SERVICES BUILDING	333 BROADWAY ROCK SPRINGS 82901
04-2	RS WHITE MOUNTAIN LIBRARY	2935 SWEETWATER DRIVE ROCK SPRINGS 82901
04-3	RS SWC HEALTH AND HUMAN SERVICES BUILDING	333 BROADWAY ROCK SPRINGS 82901
04-4	RS 1ST CONGREGATION CHURCH	1275 ADAMS AVENUE ROCK SPRINGS 82901
05-1	RS WESTERN WYOMING COLLEGE	2500 COLLEGE DRIVE ROCK SPRINGS 82901
05-2	RS WESTERN WYOMING COLLEGE	2500 COLLEGE DRIVE ROCK SPRINGS 82901
05-3	RS SCHOOL ADMINISTRATION BLDG	3550 FOOTHILL BLVD ROCK SPRINGS 82901
05-4	RS SCHOOL ADMINISTRATION BLDG	3550 FOOTHILL BLVD ROCK SPRINGS 82901
05-5	RS WHITE MOUNTAIN LIBRARY	2935 SWEETWATER DRIVE ROCK SPRINGS 82901
06-1	RS CIVIC CENTER	410 N STREET ROCK SPRINGS 82901
06-2	RS COUNTY EVENTS COMPLEX	3320 A YELLOWSTONE ROAD ROCK SPRINGS 82901
06-3	RS WESTERN WYOMING COLLEGE	2500 COLLEGE DRIVE ROCK SPRINGS 82901
06-4	RS COUNTY EVENTS COMPLEX	3320 A YELLOWSTONE ROAD ROCK SPRINGS 82901
07-1	RS COUNTY EVENTS COMPLEX	3320 A YELLOWSTONE ROAD ROCK SPRINGS 82901
07-2	RS COUNTY EVENTS COMPLEX	3320 A YELLOWSTONE ROAD ROCK SPRINGS 82901
09-1	JAMESTOWN K-MOTIVE BUILDING	4670 HWY 374 JAMESTOWN 82935
09-2	JAMESTOWN K-MOTIVE BUILDING	4670 HWY 374 JAMESTOWN 82935
10-1	GR SWEETWATER COUNTY LIBRARY	300 NORTH FIRST EAST GREEN RIVER 82935
10-2	GR IMMACULATE CONCEPTION CATHOLIC CHURCH	900 HITCHING POST DRIVE GREEN RIV 82935
10-3	GR IMMACULATE CONCEPTION CATHOLIC CHURCH	900 HITCHING POST DRIVE GREEN RIV 82935
10-4	GR RECREATION CENTER	1775 HITCHING POST GREEN RIVER 82935
10-5	GR MANSFACE CHURCH	350 MANSFACE DRIVE GREEN RIVER 82935
10-6	GR IMMACULATE CONCEPTION CATHOLIC CHURCH	900 HITCHING POST DRIVE GREEN RIV
MvoRea		Page

County: SWEETWATER User Name: Destinee A Morison

### Polling Place Report

Date: 04/24/2020 Report No.: DP-011

Precinct	Location	Address
		82935
10-7	GR MANSFACE CHURCH	350 MANSFACE DRIVE GREEN RIVER 82935
12-1	RELIANCE FIRE STATION	1016 3RD STREET RELIANCE 82943
13-1	WASHAM FON SLAGOWSKI RESIDENCE	1120 WASHAM RD WASHAM 82938
19-1	SUPERIOR ADMINISTRATION BUILDING	3 N. MAIN SUPERIOR 82945
20-1	FARSON COMMUNITY HALL	39 B N HIGHWAY 28 FARSON 82932
21-1	POINT OF ROCK ROGER VARLEY RES	101 ARWOOD POINT OF ROCKS 82942
23-1	WAMSUTTER TOWN HALL	231 MCCORMICK ST WAMSUTTER 82336
24-1	MCKINNON SCHOOL BUILDING	10 1/2 OLD HIGHWAY 414 MCKINNON 82938
25-1	BAIROIL TOWN HALL	1101 ANTELOPE DR BAIROIL 82322

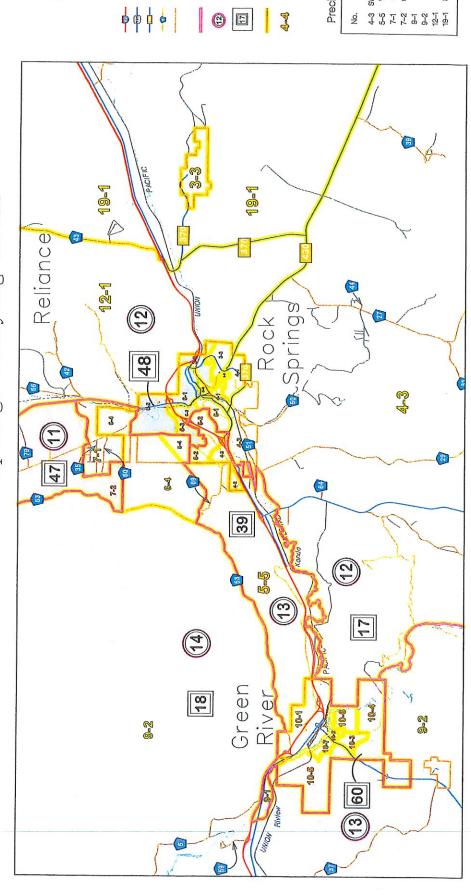
#### **Totals**

No. of Precincts = 37 No. of Polling Places = 22 No. of Voter Districts = 16

Senate District Boundory Senate District Number House District Boundary and Number Voter Procinct Boundary U.S. Highway Wyoming State Highway Voter Precinct Number County, Road. City, Limit Boundary Legend interstate 80 • • • • **8 9** House/Senate Districts & Voter Precincts (7) Sweetwater County, Wyoming L. 29-9 20-1 177 1994 7-2 18-33 18-33 9-8

House/Senate Districts & Voter Precincts Sweetwater County, Wyoming

Areas Springs Outlying Rock X River Green





U.S. Highway Wyoming State Highway City Limit Boundary Interstate 80 County Road Legend

Senate District Boundary

Senate District Number

House District Boundary and Number

Voter Precinct Boundary

Voter Precinct Number

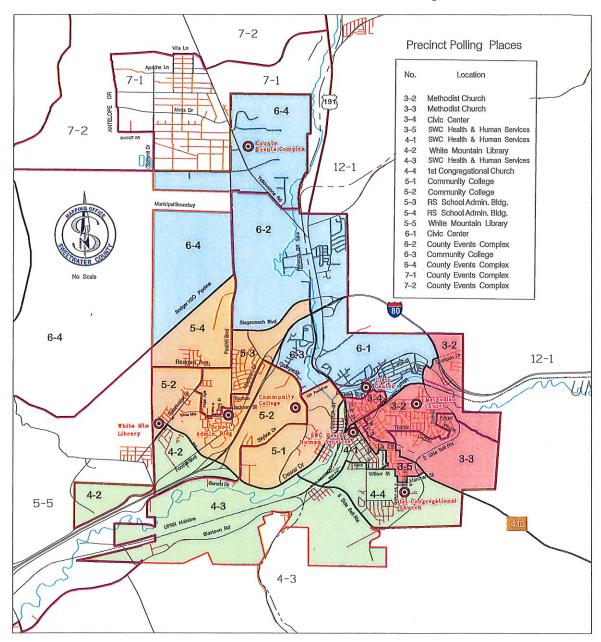
# Precinct Polling Places

SWC Health & Human Services White Mountain Library

County Events Complex
County Events Complex
County Events Complex
Jamestown K-Motive
Jamestown K-Motive
Reliance Fire Station
Superior Administration Bidg

### City of Rock Springs, Wyoming

Voter Precinct and Ward Map



### **City Wards**

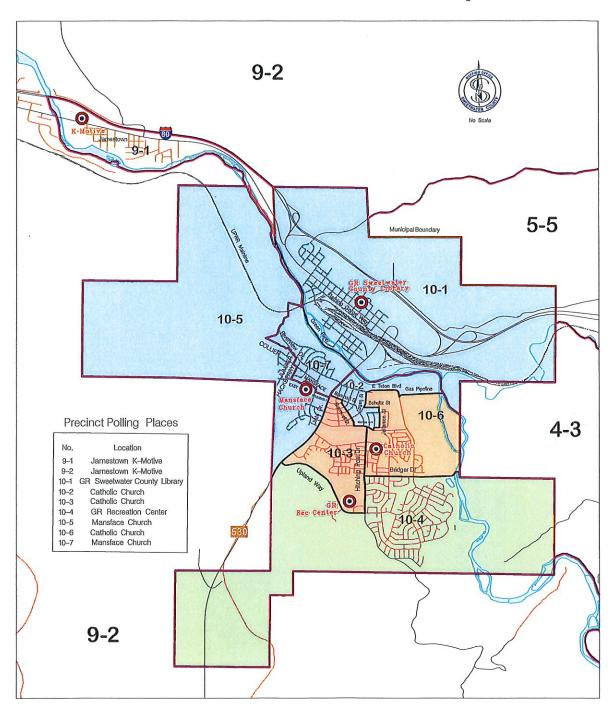
Wards	Precincts	Fill
1	4–1, 4–2, 4–3, 4–4	
2	5–1, 5–2, 5–3, 5–4	
3	6–1, 6–2, 6–3, 6–4,	
4	3–2, 3–3, 3–4, 3–5,	

### **Voter Precincts**

Precinct Boundary
4-4 Precinct Number
Polling Place

### City of Green River, Wyoming

Voter Precinct and Ward Map



### **City Wards**

Wards	Precincts	Fill
1	10–1,10–2 10–5, 10–7	
2	10–3, 10–6	
3	10–4	

### **Voter Precincts**

	Precinct Boundary
4–4	Precinct Number
0	Polling Place

Meeting Date Requested:	Contact Phone and E-mail:
05/05/2020	mcleang@sweet.wy.us
Presenters Name, Title and Name of Organization:  Garry McLean, HR Director	Exact Wording for Agenda: Request approval of Amendments to the UMR Summary Plan Description and Financial Renewal Agreement
Preference of Placement on Agenda & Amount of Time Requested for Presentation 10 min  Will handouts require SIGNATURES:  yes  PLEASE CHECK THE BOX AND BRIEFLY EXPLAIN IF YOUR ITEM SHOULD BE MARKED CONFIDENTIAL:	Will there be handouts? (If yes, include with meeting request form) yes  If you are submitting a Resolution or Proclamation- please email, in Word Format, to shoemakers@sweet.wy.us
Additional Information:	

### **INSTRUCTIONS:**

- All requests to be added to the agenda, along with handouts and original documents to be signed, must be submitted in writing on the "Meeting Request Form" by Tuesday at 10:00 a.m. prior to the scheduled meeting and returned in person or electronically to Administrative Assistant Sally Shoemaker at: <a href="mailto:shoemakers@sweet.wy.us">shoemakers@sweet.wy.us</a>
  \*\*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 <u>AFTER</u> the deadline, you will be considered for the next meeting date.



# Sweetwater County Department of

H uman R esources Somine Comine

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

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

E-MAIL: swchr@sweet.wy.us

### Memorandum

To:

**Board of County Commissioners** 

From:

Garry McLean

Date:

April 28, 2020

Re:

UMR Amendment to Summary Plan Description – Chiropractic care

As you are aware, UMR performs services as the County's third party administrator (TPA). We recently received the attached Amendment to the Summary Plan Description (SPD), retroactive to July 1, 2016. The amendment clarifies how the County's plan pays Chiropractic claims as they relate to multiple procedures during one visit. For example, if a Chiropractor provides manipulations and massage therapy, during the same visit only one visit will be applied to the maximum allowable visits. The plan limits the number of Chiropractic visits to 20 per calendar year.

The amendment also clarifies that the Plan will pay out of network Chiropractor, Physical, Speech or Occupational Therapy at the in-network provider level of benefits, as there are no provider within 50 miles of Sweetwater County.

I am available if you need additional information or would like to discuss further.

### Amendment 01 Effective July 1, 2016 SWEETWATER COUNTY

The Health Benefit Summary Plan Description is amended as follows:

### 1. The MEDICAL SCHEDULE OF BENEFITS, Benefit Plan(s) 011, is amended to revise the following:

Chiropractic Services:		
Office Visit:  Co-pay Per Visit Paid By Plan	\$30 100% (Deductible Waived)	\$30 100% (Deductible Waived)
<ul> <li>Manipulations:</li> <li>Co-pay Per Visit</li> <li>Maximum Visits Per Calendar Year</li> <li>Paid By Plan</li> </ul> X-Rays: <ul> <li>Co-pay Per Visit</li> <li>Paid By Plan</li> </ul>	100% (Deductible Waived) \$30 100%	\$30 /isits 100% (Deductible Waived) \$30 100%
Visit Maximums Are Applied Based On Provider Designation And Procedure Code (If A Provider Bills For A Manipulation And A Therapy On The Same Claim, Only One Visit Will Be Applied To The Manipulation Maximum Based On The Provider's Designation).	(Deductible Waived)	(Deductible Waived)

### 2. The MEDICAL SCHEDULE OF BENEFITS, Benefit Plan(s) 012, is amended to revise the following:

Chiropractic Services:	1	
Office Visit:	\$40 100% (Deductible Waived)	\$40 100% (Deductible Waived)
<ul><li>Manipulations:</li><li>Co-pay Per Visit</li><li>Maximum Visits Per Calendar Year</li><li>Paid By Plan</li></ul>	\$40 20 \ 100% (Deductible Waived)	\$40 /isits 100% (Deductible Waived)

X-Rays:     Co-pay Per Visit     Paid By Plan	\$40 100% (Deductible Waived)	\$40 100% (Deductible Waived)
Visit Maximums Are Applied Based On Provider Designation And Procedure Code (If A Provider Bills For A Manipulation And A Therapy On The Same Claim, Only One Visit Will Be Applied To The Manipulation Maximum Based On The Provider's Designation).		

### 3. The MEDICAL SCHEDULE OF BENEFITS, Benefit Plan(s) 013, is amended to revise the following:

Chiropractic Services:		
Office Visit:  Co-pay Per Visit  Paid By Plan	\$45 100% (Deductible Waived)	\$45 100% (Deductible Waived)
<ul> <li>Manipulations:</li> <li>Co-pay Per Visit</li> <li>Maximum Visits Per Calendar Year</li> <li>Paid By Plan</li> </ul>	\$45 20 V 100% (Deductible Waived)	\$45 /isits 100% (Deductible Waived)
X-Rays:  Co-pay Per Visit Paid By Plan	\$45 100% (Deductible Waived)	\$45 100% (Deductible Waived)
Visit Maximums Are Applied Based On Provider Designation And Procedure Code (If A Provider Bills For A Manipulation And A Therapy On The Same Claim, Only One Visit Will Be Applied To The Manipulation Maximum Based On The Provider's Designation).		

### 4. The MEDICAL SCHEDULE OF BENEFITS, Benefit Plan(s) 014, is amended to revise the following:

Chiropractic Services:		,
Office Visit:  Co-pay Per Visit  Paid By Plan	\$55 100% (Deductible Waived)	\$55 100% (Deductible Waived)
<ul> <li>Manipulations:</li> <li>Co-pay Per Visit</li> <li>Maximum Visits Per Calendar Year</li> <li>Paid By Plan</li> </ul>	\$55 20 V 100% (Deductible Waived)	\$55 /isits 100% (Deductible Waived)

X-Rays:     Co-pay Per Visit     Paid By Plan	\$55 100% (Deductible Waived)	\$55 100% (Deductible Waived)
Visit Maximums Are Applied Based On Provider Designation And Procedure Code (If A Provider Bills For A Manipulation And A Therapy On The Same Claim, Only One Visit Will Be Applied To The Manipulation Maximum Based On The Provider's Designation).		

### 5. The MEDICAL SCHEDULE OF BENEFITS, Benefit Plan(s) 015, 016, is amended to revise the following:

Chiropractic Services:		
Office Visit:  Paid By Plan After In-Network Deductible	80%	80%
<ul><li>Manipulations:</li><li>Maximum Visits Per Calendar Year</li><li>Paid By Plan After In-Network Deductible</li></ul>	20 \ 80%	/isits   80%
X-Rays:  Paid By Plan After In-Network Deductible	80%	80%
Visit Maximums Are Applied Based On Provider Designation And Procedure Code (If A Provider Bills For A Manipulation And A Therapy On The Same Claim, Only One Visit Will Be Applied To The Manipulation Maximum Based On The Provider's Designation).		

6. The PROVIDER NETWORK provision is amended to add the following:

#### **EXCEPTIONS TO THE PROVIDER NETWORK RATES**

Out-of-network services when related to a Chiropractic Manipulation or Physical, Speech and/or
Occupational Therapy are to be paid at the in-network level of benefit, including (but not limited to)
office visits and x-rays.

### 7. The COVERED MEDICAL BENEFITS provision is amended to revise the following:

Chiropractic Treatment: Manipulation of the spine to correct a subluxation.

### BY THIS AGREEMENT,

### The SWEETWATER COUNTY Health Benefit Summary Plan Description

is amended July 1, 2016.

Autho	ed Signature	
Print N	me Randal M. Wendling	
Title	Board Chairman	
Date_	May 5, 2020	

### IMPORTANT NOTICE:

The employer agrees to all provisions of this amendment as the basis for the administration of the plan. Except as specifically stated above, nothing in this amendment will alter or amend the summary plan description.

Please sign and return a copy of this amendment to your UMR strategic account executive as soon as possible. Note, however, that since the corresponding system changes have been implemented, this document is considered final, regardless of whether or not a signature is received. If you have any questions, please contact your UMR strategic account executive.

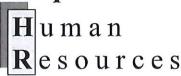
This amendment will be posted to the UMR member web portal upon UMR's receipt of your signature, or within 14 days of your receipt of the amendment if a signature is not received by UMR. Please note that UMR will not print amendments or booklets until a signature is received.

Any applicable stop loss policies typically rely on the last formally approved plan document or amendment when determining whether reimbursement is appropriate. Failure to notify the stop loss carrier of plan changes may result in a gap or lapse in stop loss coverage. Stop loss carriers require notice of all plan changes.

Remember to keep a copy of this amendment for your records.



# Sweetwater County Department of



Soming to Maria

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

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

E-MAIL: swchr@sweet.wy.us

### Memorandum

To:

Board of County Compassioners

From:

Garry McLean

Date:

April 28, 2020

Re:

UMR Amendment to Administrative Services Agreement – Fee Schedule renewal

(1/1/20 - 12/31/20)

As you are aware, UMR performs services as the County's third party administrator (TPA). We have recently received the attached Administrative Services Agreement (ASA) Fee Schedule Renewal from UMR, effective 1/1/2019. The updated ASA agreement covers the time period January 1, 2020 through December 31, 2020.

There are no notable changes between the 2019 and 2020 agreements. I am available if you need additional information or would like to discuss more.

### FINANCIAL RENEWAL AMENDMENT

This Amendment ("Amendment") is made to the Administrative Services Agreement ("Agreement") by and between UMR, Inc. ("UMR") and Sweetwater County ("Customer"), Contract No. 76-411492, and is effective on 1/1/2020 unless otherwise specified.

Any capitalized terms used in this Amendment have the meanings shown in the Agreement. These terms may or may not have been capitalized in prior contractual documents between the parties but will have the same meaning as if capitalized.

The agreements that are being amended include any and all amendments, if any, that are effective prior to the effective date of this Amendment.

Nothing shown in this Amendment alters, varies or affects any of the terms, provisions or conditions of the agreements other than as stated herein.

The parties, by signing below, agree to amend the agreements as contained herein.

Sweetwater County	UMR, Inc.
ByAuthorized Signature	ByAuthorized Signature
Print Name <u>Randal M. Wendling</u>	Print Name
Print Title Board Chairman	Print Title
Date5/5/2020	Date

### **ADDENDUM #1**

### Contract Number 76-411492

This exhibit lists the fees Customer must pay UMR for UMR's services during the term of the Agreement. Unless otherwise noted, these fees apply for the period from January 1, 2020 through December 31, 2020. Customer acknowledges that the amounts paid for administrative services are reasonable.

Service Code	ITEM	FEE and BASIS
	Medical Fees	
0001/ 0914	Base Medical Fee	\$27.81 PEPM through 12/31/2022
	ID Card Services	
0200	Mail ID Cards to Employee's Home	Included in Base Fee
	Banking Services	0.000 7 7.6 1
0307	Custodial Banking Maintenance Charges	\$500 Per Month
	Reporting/Special Data Services	
0417	Custom Ad-Hoc Reports – Request System	\$100/hr. after 2 hours per year
0418	Certificates of Creditable/Non-creditable Coverage (Medicare Part D) (If Requested)	\$1.35 Per Certificate, subject to a \$100 minimum
0420	Medstat Advantage Suite/Truven (Interactive web-based application providing Customer with access to up to 24 months of clinically augmented claims and eligibility data. Additional fees may apply for history loads.)	Included in Base Fee
1203	New York Surcharge - Filing and Administration	Included in Base Fee
	Network/Managed Care	
1406	Network Access Fees  UnitedHealthcare Options PPO (Applies to Benefit Plans 011-016)	Included in Base Fee
9938	Cost Reduction & Savings Program (CRS) (Cost reduction services aimed at generating savings on claims when the primary network is not utilized.	30% of savings
	Transplant Solution (TS) Services	
1400	Transplant Network via Centers of Excellence (COE) Customer shall pay UMR administrative fee based upon the Transplant type as follows:	,
	Bone Marrow/Stem Cell	
	Autologous less than 11 days	\$5,000 Per Transplant
	Autologous 11 or more Days – breast Cancer	\$10,000 Per Transplant
	Autologous 11 or more Days – all other diagnosis	\$20,000 Per Transplant
	Allogeneic – related/unrelated	\$20,000 Per Transplant
	Non-myeloablative BMT - mini	\$5,000 Per Transplant
	Tandem BMT	
	Auto/Auto	\$10,000 Per Transplant
	Auto/Allo Related Mini	\$20,000 Per Transplant
	Auto/Allo Unrelated Mini	\$20,000 Per Transplant
	Heart, Single Lung, Heart/Lung	\$10,000 Per Transplant
	Double Lung, Multi-Organ	\$20,000 Per Transplant
	Intestinal, Liver, Intestinal/Liver, Intestinal/Small Bowel	\$20,000 Per Transplant
	Kidney	\$3,500 Per Transplant
	Pancreas, Kidney/Pancreas, Islet Cell-Auto Pancreas	\$7,500 Per Transplant
	Ventricular Assist Devices (VAD)	
	Ventricular Assist Devices (VAD) only – Bridge to Transplant (Excludes Heart Transplant)	10% of savings, capped at \$10,000 Per Case
	Ventricular Assist Devices (VAD) only – Destination Therapy (VAD Implant + Post-Implant Services for 1 year)	10% of savings, capped at \$10,000 Per Case
	Ventricular Assist Devices (VAD) only – Destination Therapy (Post-Implant Services only)	10% of savings, capped at \$10,000 Per Case

Service Code	ITEM	FEE and BASIS
	If an additional transplant is performed to replace the initial transplant, an additional fee shall be charged.	itional fee equal to 50% of the
-	If a Covered Person receives transplant care, but no transplant is performed (") administrative fee shall be 35% of the difference between charges per the appl Network Provider's usual charges for the same services, not to exceed the fee transplant set forth in the table above.	icable Network and the
	A transplant case referred to as Early Term includes (1) cases in which a Cove a Network Provider's transplant program; (2) cases in which the Covered Person's coverage ends prior to the coverage of the coverage of the coverage ends prior to the coverage of the coverage ends prior to the coverage of the coverage of the coverage ends prior to the coverage of the coverage of the coverage ends prior to the coverage of the coverage ends prior to the coverage of	son dies prior to transplant or
	Transplant Access Program (TAP) Network	The fees are 15% of savings, calculated as the difference between billed charges and amounts paid pursuant to the applicable Network. The fees shall not exceed the administrative fee for the corresponding transplant set
	Extra-Contractual Services	forth in the table above.  The fees are 15% of savings, calculated as the difference
٠		between charges per the applicable Network and the Network Provider's usual charges for the same services, not to exceed the
		fee for the corresponding transplant under the table above.
	Cellular Therapy Services	Extra-Contractual services are required for Cellular Therapy cases. For Cellular Therapy cases, Customer shall pay UMR an administrative fee equal to 15% of savings, calculated
- 10 miles		as the difference between charges per the applicable extra-contractual agreement and the provider's usual charges for the same services, not to exceed \$20,000 per Cellular
		Therapy Case as defined in the written agreement entered into between UMR and provider as applicable to the Covered Person.
		Early Term pricing as set forth above, applies to cases in which the Covered Person receives care and no cellular therapy infusion occurs (i.e. Early Term Cellular Therapy cases).

Service Code	ITEM	FEE and BASIS				
	Specialized Physician Review	The fees are for solid organ transplants, bone marrow/stem cell transplants and other procedures and disease states. Customer shall pay UMR an administrative fee equal to \$1,295 for a Comprehensive Review from a single reviewer, or \$1,995 from three reviewers. For Basic Review, Customer shall pay UMR an administrative fee equal to \$495 for a single review or \$1,295 from three reviewers. For an Expedited Review, Customer shall pay UMR an additional fee of \$200 for each physician reviewer.				
	Care Management and Outreach Services					
0740	Care Management Bundled Discount	\$0.81 PEPM				
0701	Stand-alone Case Management (Individual case management services will be provided to Participants who meet the criteria for case management including complex treatment plans, catastrophic events, trauma, chronic illness, behavioral health and substance use disorder. If Medicare is the primary payer for a claim, these services will be provided after Medicare funds have been exhausted.)	\$2.00 PEPM				
0702	Stand-alone Utilization Management (Examination of medical services for medical necessity and appropriateness of care prior to services being provided. Certification/ notification for hospital inpatient/outpatient services, durable medical equipment, home health care, behavioral health and other services in accordance with Customer's SPD. Also includes concurrent review, discharge planning, retrospective review, case management screening and independent medical reviews needed for these services when appropriate. If Medicare is the primary payer for a claim, these services will be provided after Medicare funds have been exhausted.)	\$2.15 PEPM				
0745	Maternity Management	\$0.71 PEPM				
9918	NurseLine <sup>SM</sup> - provides 24-hour access to registered nurses	\$0.50 PEPM				
0500	Billing Conversion Administration	\$0.79 PEPM through 12/31/2022				
0800	Self Billing	No Charge				
	Claim Services					
0105	Subrogation Services	30% of recoveries				
0136	Preferred Stop Loss Interface Fee	Included in Base Fee				
0140	Claim Reprocessing	\$25 per Claim				
	Other Fees					
2130	Federal External Reviews	\$500 per review after five reviews				
0926	Full/Partial Summary of Benefits and Coverage (SBC) creation with data UMR has on file for the Plan. Includes initial SBC plus one amendment per year; electronic version only provided to Customer.	No Charge				
0927	Two or more Summary of Benefits and Coverage (SBC) amendments requested by Customer per year	\$500 Per SBC Per Benefit Plan				
0929	Print and Ship Summary of Benefits and Coverage (SBC) to Employee at open enrollment	Cost plus Postage				
1014	Support for Integrated Rx-Medical Accumulators	Included in Base Fee				

Service Code	ITEM	FEE and BASIS
	OptumRx Fee Credit	
0888	OptumRx Fee Credit - Select	\$22.00 PEPM
	OptumRx Pharmacy Services	

UMR through its Pharmacy Benefit Manager affiliate OptumRx will provide Pharmacy Benefits Services. Fees assume the pharmacy benefits program is not a discount-card program.

Rates are contingent upon adoption of OptumRx's Broad Network

Electronic claim adjudication - per claim <sup>1</sup>	Published AWP \$0.00
Retail	
Brand discount, plus dispensing fee	19.00% + \$0.70
Net effective generic discount, plus dispensing fee	83.50% + \$0.70
Home Delivery	
Brand discount, plus dispensing fee	25.00% + \$0.00
Net effective generic discount, plus dispensing fee	86.00% + \$0.00
Retail 90 Rx	
Brand discount, plus dispensing fee	21.00% + \$0.00
Net effective generic discount, plus dispensing fee	83.50% + \$0.00
Rebate Share	
Select rebate share (retail 30-excluding specialty) - per Brand claim returned to the client	\$44.00
Select rebate share (retail 90-excluding specialty) - per Brand claim returned to the client	\$120.00
Select rebate share (mail order-excluding specialty) - per Brand claim returned to the client	\$140.00
Select rebate share (specialty-retail & mail order) - per Brand claim returned to the client	\$355.00
Additional Programs	
Prior authorizations - per clinical prior authorization	Included

Specialty drugs are priced on an individual drug basis, with an estimated average aggregate specialty discount around 18.5%

Compound Drug Claim Pricing: AWP less Standard Contracted Discount + \$7.50 Dispensing fee

### Rebate Fee Credit

In addition to the rebates outlined within the Rebate Share section Sweetwater County will receive a rebate fee credit that is funded by UMR. Under this option, UMR is paid a service fee that is used to lower the medical administration fee. This option allows Sweetwater County to enjoy a more immediate cash flow benefit of their rebates.

### **Pharmacy Conditions**

Fees proposed assume the use of OptumRx<sup>TM</sup> as the pharmacy benefits manager.

Under the Traditional Pricing Model, Sweetwater County's shall pay the effective retail pharmacy rates as set forth above. These rates may differ from the amounts paid to the retail pharmacies and OptumRx may retain the difference.

The Member will pay the lower of (i) Member Cost-Sharing Amount, (ii) Client contracted rate, plus dispensing fee; or (iii) the pharmacy's Usual and Customary charge for the product.

Discounts are based on Published AWP.

Discounted ingredient costs are based upon the actual 11 digit National Drug Code, specific to the quantity dispensed submitted by a participating network pharmacy at the time of adjudication.

Discount and dispensing fee guarantees are reconciled at the aggregate level and are effective average annual rates, which may include the value of any and all other discounts, savings and reimbursements achieved. Such discount and dispensing fee guarantees are not reconciled on an individual Claim basis. Any excess discount or reimbursement delivered under any discount or reimbursement channel or component may be credited to any other discount or reimbursement contracted for under this Agreement.

The effective overall Generic Drug discount rate includes MAC, non-MAC and U&C Generic Drug Claims subject to the discount and dispensing fee guarantee exclusions set forth herein.

Compound Prescription Drug Claims, Specialty Drug Claims, 340B Claims, Indian health services and tribal Claims, direct member reimbursement Claims, coordination of benefit Claims, long term care Claims, infusion Claims, Claims with ancillary charges such as vaccines, limited distribution products, Claims filled at in-house or Client-owned pharmacies,

<sup>&</sup>lt;sup>1</sup> An additional \$1.75 per claim applies to the electronic per claim fee for paper claims.

Service ITEM FEE and BASIS
Code

fraudulent Claims, and Claims filled outside the OptumRx Pharmacy Network will be excluded from the guarantees. Additionally, Claims in Puerto Rico, Guam, Northern Mariana Islands, Virgin Islands, Hawaii, Massachusetts, Alaska, and Georgia will be excluded from the guarantees.

UMR reserves the right to modify or amend the financial provisions of this Agreement in the event of an external event or industry change impacting UMR's performance under the Agreement, including but not limited to: (a) any government imposed change in federal, state of local laws or interpretation thereof or industry wide change that makes UMR's performance of its duties hereunder materially more burdensome or expensive, including changes to the AWP benchmark or methodology; or (b) the unexpected movement of a branded product to off-patent or if Generic Drugs, authorized Generic Drugs, low priced Brand Drugs or over-the-counter substitutes become available; or (c) if there is a change impacting the availability or amount of Rebates offered by Drug Manufacturers, including changes related to the elimination or material modification of a Drug Manufacturer's historic models or practices related to the provision of Rebates. For modifications or amendment made pursuant to (a), (b), or (c) above, UMR agrees to modify the pricing in an equitable manner to preserve the financial interests of both parties and provide documentation that the revised pricing terms are equitable.

UMR reserves the right to modify or amend the financial provisions of this Agreement if any of the following occur: (a) a change in the scope of services to be performed under this Agreement upon which the financial provisions included in this Agreement are based, including a change in the Plan Specifications or the exclusion of a service line (i.e. retail & Home Delivery) from Sweetwater County's service selection; (b) a reduction of greater than 20% in the total number of Members from the number provided to UMR during pricing negotiations upon which the financial provisions included in this Agreement are based; (c) implementation or addition of a one hundred percent (100%) Member paid Claims Plan Specifications; (d) any substantive change in Sweetwater County's formulary, exclusions, utilization management programs, or administrative edits, which may impact Rebates from Drug Manufacturers; or (e) UMR is no longer the exclusive Specialty Pharmacy provider. For modifications or amendments made pursuant to (a), (b), (c), (d), or (e), above, Sweetwater County agrees to provide UMR at least ninety (90) days' notice prior to making any changes. In the event the pricing needs to be modified, within forty-five (45) days of Sweetwater County notice, UMR shall provide Sweetwater County with any modified pricing to ensure Sweetwater County is aware of pricing modifications prior to implementation.

OptumRx Specialty Pharmacies shall be the exclusive specialty providers under this Agreement.

Medicare Part D Wrap plans are required to use Pass-Through pricing.

Groups with in-house pharmacies utilizing 340B or GPO pricing are required to use Pass-Through pricing.

Generic Drug Discount includes single source generics.

Usual & Customary claims are included in the discounts guarantees.

Zero balance claims are included in the discount guarantees prior to the application of member copayment.

Retail 90 pricing is for retail claims with greater than 83 days' supply.

Home Delivery pricing guarantees require an average days' supply of at least 83 days in the aggregate.

Drugs in the following Specialty therapeutic categories are included in the non-specialty guarantees: HIV

UMR will have no obligation under any financial guarantees under the contract for the contract year (i.e., each 12-month period following the effective date) in which Sweetwater County terminates, if the portion of the contract year before the effective date of Sweetwater County's termination is less than 12 full months.

Deductible integration of prescription drug and medical claims requires daily connectivity between the pharmacy benefits manager and the plan administrator, additional coordination fees apply. External vendors are subject to prior approval.

### **Rebate Management Terms**

Rebates will be remitted quarterly, no later than 180 days after the end of the incurred quarter.

All rebate guarantees are subject to the following terms:

"Rebate" means any discount, rebate, price protection amount or Manufacturer Administrative Fee that OptumRx receives from Drug Manufacturers, in OptumRx's capacity as a group purchase organization for Sweetwater County, that is contingent upon and related directly to Member use of a Prescription Drug during the Term. "Rebate" does not include any discount, price concession or other direct or indirect compensation OptumRx receives for the purchase of a Prescription Drug or for the provision of any product or service.

### Select

Sweetwater County's adoption, without deviation, of OptumRx's formulary, as well as any changes OptumRx makes to its formulary.

Rebates and the Guaranteed Rebate Amount excludes ineligible Claims, such as Claims with invalid service provider identification or Prescription Drug numbers; Claims with an invalid submit date; Claims with zero days supplied; Claims

with zero quantity; Claims where the plan is not the primary payer; Claims for plans where, after meeting the deductible, the Member's Cost-Sharing Amount under the applicable Benefit Plan requires the Member to pay more than 50 percent of the Claim when evaluated in aggregate at the therapeutic class level; Generic Drug Claims; products not covered by Sweetwater County's benefit design or formulary; fraudulent Claims; multi-source Brand Drugs; House Generic Drug Claims; direct member submitted Claims; Claims for devices without a Prescription Drug component or claims that are not for Prescription Drugs (except for insulins or diabetic test strips); Claims for re-packaged NDCs; stale dated Claims over 180 days old; Compound Prescription Drug Claims; Claims from 340B which typically receive a discount or rebate directly from Drug Manufacturers under section 340B of the Public Health Service Act; or Claims from entities eligible for federal supply schedule prices (for example, Department of Veterans Affairs, U.S. Public Health Service, Department of Defense, Indian Health Services); long term care facility Claims; Medicaid Managed Care Claims in states where the state law prohibits OptumRx from collecting supplemental Rebates; or for utilization pursuant to a consumer card or discount card program where the plan had no cost liability on the Claim or Claims that are otherwise not eligible for Rebates under the Rebate Agreement with the applicable Drug Manufacturer.

UMR may adjust Rebates and the Guaranteed Rebate Amount (effective as of the date of the change and in proportion to the impact) if any of the following occur: (a) if Sweetwater County makes any change to its formulary, not initiated by OptumRx, changes the Benefit Plan, or adopts any formulary or utilization management program other than one of the options offered by OptumRx under its Formulary or utilization management programs, (b) due to the impact of unexpected releases of Generic Drugs to market or the withdrawal or recall of existing Brand Drugs, or (c) if future Formulary changes reduce Rebates. The effective date of any changes to Rebate arrangements shall be at the beginning of a calendar quarter following the Effective Date of this Agreement.

### PEPM means Per Employee Per Month (covered employee)

The above fees do not include state or federal surcharges, assessments, or similar taxes imposed by governmental entities or agencies on the Plan or UMR, including but not limited to those imposed pursuant to The Patient Protection and Affordable Care Act of 2010, as amended from time to time as these are the responsibility of the Plan.

UMR may receive direct or indirect compensation from third parties in the course of administering Customer's Plan(s), such as commissions paid to UMR for the placement of stop loss policies, or being the third party administrator of record. All third party compensation received is taken into account by UMR when it prices the administrative fees that it charges Customer for services under this Agreement to the extent reasonably possible, it being understood that certain compensation relates to UMR's total book of business rather than to any single customer.

### Rebates on Medical Drug Claims

UMR will follow its established process to submit medical drug claims for rebate payment as part of UMR's efforts to bring cost effective solutions to Customer. Using internal solutions, UMR is able to identify a designated list of J Code drugs that qualify for rebate payments from pharmaceutical manufacturers. Customer's medical rebate payments with UMR will be paid to Customer at 80%, regardless of Customer's pharmacy benefits manager (PBM).

A stop loss interface fee surcharge applies if stop loss coverage is not placed with a UMR preferred market. Consult your UMR representative for a list of preferred markets.

Certain pharmacies may be exempt from the above rates and discounts if they are located in a state that elects to participate at a state fee schedule rate.

UMR agrees to use commercially reasonable efforts to ensure that the Plan remains cost neutral when Average Wholesale Pricing (AWP) modifications occur, however it is understood that UMR has no control over changes in federal, state or other applicable law or regulation that requires AWP modifications, or if there is a material change to the AWP as published by the pricing agency that establishes Average Wholesale Prices.

Meeting Date Requested:	Contact Phone and E-mail:
05/05/2020	bobakd@sweet.wy.us;mcleang@sweet.wy.u
Presenters Name, Title and Name of Organization:  Donna Lee Bobak, Court Clerk Garry McLean, HR Director	Exact Wording for Agenda: Request approval to restaff vacant position in the Clerk of District Court's Office
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: yes PLEASE CHECK THE BOX AND BRIEFLY EXPLAIN IF YOUR ITEM SHOULD BE MARKED CONFIDENTIAL:	If you are submitting a Resolution or Proclamation- please email, in Word Format, to shoemakers@sweet.wy.us
Additional Information:	

- 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: <a href="mailto:shoemakers@sweet.wy.us">shoemakers@sweet.wy.us</a>
  \*\*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 <u>AFTER</u> the deadline, you will be considered for the next meeting date.

### Sweetwater County Request to Restaff Vacant Position

Board	Meeting Date:			-	-	1				Board A	ction	
			Court					] '				
									Approved		Date:	5/5/2020
									Denied		_	
Reas	son for vacancy:	Resignation			9				Full time	X		
Department Request: to restaff position full time with full time benefits Part time										# Hours (if part time)		
Anticipated Re-staff Date 6/15/2020 Restaff Immediately									Delay restaffing until (month)			
						Мо	nthly					MANAGEMENT AND
	Position	Hire Date	Salary	Retirement	Health	LTD	FICA	Workers Compens	Total	Total cost of employment (salary +	Annual Cost of	
				- Accordance at	Angui nucc	LID	FICA	ation	Denemis	Denents)	employment	
Previously staffed position	Court Clerk (Grade 9, step 3)	4/9/2018	\$ 3162.02	\$ 557.15	5 1 911 47	\$ 11.07	\$ 241.00	5 005	5 2 (20 42	5 5 5 5 5 4 5		
Anticipated Costs to	Court Clerk (Grade	1									\$ 69,509.44	
estaff Position Vacancy	9, step 1)	6/15/2020	\$ 2,980.53	\$ 525.17	\$ 2,488.32	\$ 10.43	\$ 228.01	\$ 8.35	\$ 3,260.28	\$ 6,240.81	\$ 74,889.69	Potential Budget increase
Department: Clerk of District Court Position: Court Clerk Vacancy Date: 4/30/2020 Reason for vacancy: Resignation  Department Request: to restaff position full time with full time benefits  Anticipated Re-staff Date 6/15/2020  Position  Position  Hire Date  Salary  Retirement Insurance  Previously staffed position  9. step 3)  4/9/2018 \$ 3.162.02 \$ 557.15 \$ 1.811.47 \$ 11.07 \$ 2.41.89 \$ 8.85 \$ 2.630.43 \$ 5.792.45 \$ 69.509.44  Approved Denied Full time X  #Hours (if part time)  Phase imployment (salary + benefits)  Previously staffed position 9. step 3)  4/9/2018 \$ 3.162.02 \$ 557.15 \$ 1.811.47 \$ 11.07 \$ 2.41.89 \$ 8.85 \$ 2.630.43 \$ 5.792.45 \$ 69.509.44  Annual Cost of employment controlled to the controlled		due to Health Insurance e Coverage										
	imployee had EMPLo	OYEE + CHILDRI	EN health insu									001111111111111111111111111111111111111
Bran	A K	al					4-27	7-20	20			
	[]							20(=	2020			
· Reviewed			signature)									

Meeting Date Requested:	Contact Phone and E-mail:
05/05/2020	legerskig@sweet.wy.us;mcleang@sweet.wy
Presenters Name, Title and Name of Organization: Gene Legerski, Public Works Director Garry McLean, HR Director	Exact Wording for Agenda: Request approval to staff seasonal positions in Road & Bridge Department
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: yes PLEASE CHECK THE BOX AND BRIEFLY EXPLAIN IF YOUR ITEM SHOULD BE MARKED CONFIDENTIAL:	If you are submitting a Resolution or Proclamation- please email, in Word Format, to shoemakers@sweet.wy.us
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- If a request to be placed on an agenda is received <u>AFTER</u> the deadline, you will be considered for the next meeting date.

### Sweetwater County Request to Restaff Vacant Position

<b>Board Meeting Date:</b>	5/5/2020	Board	Action
Department:	Road & Bridge		
Position:	Seasonal Truck Driver	Approved	Date: 5/5/2020
Vacancy Date:	n/a	Denied	
Reason for Request		Full time	
		10	
	Request to hire 2 Seasonal Truck Driver position, Seasonal full time with no		
	benefits. Anticipated duration: 3 months during the Summer months. We are		# Hours (if part
Department Request:	not requesting additional funding, as there are funds available in current budget.	Part time	time)
Anticipated Hire Date	6/1/2020	Restaff Immediately	Delay restaffing until (month)

					Monthly										
	Position	Hire Date		Salary	Ret	irement		FICA	Workers Compensation		Total benefits	en (	otal cost of aployment (salary + benefits)		Cost of aployment r 3 months
	Seasonal Truck	Time Date		Sum y	1	arement.			Compensation		benents		benetits)		1 5 months
	Driver (Grade 14,														
Anticipated Costs of	step 1; \$21/95 per														
position for 3 months	hour)	6/1/2020	\$	3,797.00	\$	-	\$	290.47	\$ 66.45	\$	356.92	\$	4,153.92	\$	12,461.75
	Seasonal Truck Driver (Grade 14,							12	-						
Anticipated Costs of	step 1; \$21/95 per														
position for 3 months	hour)	1/0/1900	\$	3,797.00	S	-	\$	290.47	\$ 66.45	\$	356.92	\$	4,153.92	\$	12,461.75
		TOTALS	s	7,594.00	s	-	s	580.94	S 132.90	s	713.84	s	8,307.84	s	24,923.51

position for 3 months	hour)	1/0/1900	\$	3,797.00	S	-	\$	290.47	\$	66.45	S	356.92	\$	4,153.92	\$	12,461.75
		TOTALS	s	7,594.00	s	-	s	580.94	s	132.90	s	713.84	s	8,307.84	s	24,923.51
NOTES				_								i de la composición				
Bi	ende t	Paul										4-2	2	1-20	)	
	Reviewed by HR Rep		ıre)	ſ							Da	te: 4/	7	7/2	0	20
Reviewe	ed byDepartment Hea	nd/ Elected Official	(sig	(nature)			•				Da	te:		7		
	Commission C	hair (signature)					•				Da	te:				

Meeting Date Requested:	Contact Phone and E-mail:
May 5th, 2020	(307) 872-3921
11111 3111, 2020	legerskig@sweet.wy.us
Presenters Name, Title and Name of	Exact Wording for Agenda:
Organization:	MOU between the City of Rock Springs and
Gene Legerski, P.E.	SWCO for the Brown Bag Concert Series
Public Works Director	CVVCC for the Brown Bag contest cones
Preference of Placement on Agenda &	Will there be handouts? (If yes, include
Amount of Time Requested for Presentation	with meeting request form)
5 min	Yes
Will handouts require SIGNATURES:	If you are submitting a Resolution or
	Proclamation- please email, in Word
PLEASE CHECK THE BOX AND BRIEFLY EXPLAIN IF YOUR ITEM SHOULD BE MARKED CONFIDENTIAL:	Format, to shoemakers@sweet.wy.us
TOUR ITEM SHOULD BE MARKED CONFIDENTIAL.	
Additional Information:	
Productional information.	
Motion: To approve the MOU between the City	of Rock Springs and Sweetwater County
to allow the City of Rock Springs to use a portio	
Brown Bag Concert Series for the 2020 season.	n of the 11115 Building 5 for to host the
Brown Bug Concert Series for the 2020 season.	

- 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: <a href="mailto:shoemakers@sweet.wy.us">shoemakers@sweet.wy.us</a>
  \*\*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 <u>AFTER</u> the deadline, you will be considered for the next meeting date.

### MEMORANDUM OF UNDERSTANDING

AGREEMENT MADE this 5<sup>th</sup> day of May, 2020, by and between the City of Rock Springs, Wyoming, a Wyoming Municipal Corporation and Sweetwater County, Wyoming (the Parties).

WHEREAS, the City of Rock Springs traditionally presents the Brown Bag Concert Series in Bank Court, and is scheduled from June 2 to August 25, 2020, on Tuesdays from 12:00 P.M. to 1:30 P.M. and will provide enjoyment and recreation to the people of the City of Rock Springs and Sweetwater County during the summer months; and,

WHEREAS, the current location of the Brown Bag Concert Series, Bank Court in Rock Springs, will most likely be rendered unavailable due to renovations of the First Security Bank building, and there exists no other reasonably suitable location except the grassy corner on the northeast side of the Sweetwater County Health & Human Services building at 333 Broadway Street in Rock Spring; and,

WHEREAS, Sweetwater County has graciously agreed to allow the City of Rock Springs to utilize the grassy area for presentation of the summer Brown Bag Concert Series.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS CONTAINED HEREIN, THE PARTIES DO HEREBY AGREE AS FOLLOWS:

### I. OBLIGATIONS OF SWEETWATER COUNTY

- A. Sweetwater County agrees to allow the City of Rock Springs' to utilize the grassy area on the northeast side of the County Health & Human Services for its summer Brown Bag Concert Series on Tuesdays from 12:00 P.M. to 1:30 P.M., beginning June 2, 2020, and continuing to August 25, 2020. The County further agrees to allow one-half hour before and after to set-up and tear down the event.
- B. The County agrees to allow the City of Rock Springs' Brown Bag Concert Series to utilize the power outlets on the exterior of the Health & Human Services building during the performances to allow for reasonable levels of sound amplification.

### II. OBLIGATIONS OF THE CITY OF ROCK SPRINGS

- A. The City of Rock Springs agrees to clean up after each concert and provide trashcans to facilitate public use of the space.
- B. The City of Rock Springs will coordinate with County Maintenance to move and reset tables as necessary.

- C. The City of Rock Springs' will provide insurance coverage for any potential claims reasonably related to the Brown Bag Concert Series occurring on Sweetwater County property and agrees to indemnify and hold Sweetwater County harmless from any and all actions brought against the County arising from the City's use of the space.
- D. The City of Rock Springs agrees to coordinate with the current tenants of the County Health & Human Services building to avoid any potential interference with County operations resulting from the Brown Bag Concert Series.
- III. TERM. The term of this MOU shall be from June 2, 2020, to August 25, 2020, and may be terminated without cause by one party upon written notice to the other party.

### IV. GENERAL PROVISIONS

- A. Amendments. Either party may request changes in this MOU. Any changes, modifications, revisions, or amendments to this MOU which are mutually agreed upon shall be incorporated by written instrument, executed and signed by the parties.
- B. Entirety of Agreement. This MOU represent the entire and integrated agreement between the parties and supersede(s) all prior negotiations, representations and agreements, whether written or oral.
- C. Effective Date. C. The effective date of this MOU is the date of the signature last affixed to this agreement.

City of Rock Springs, Wyoming	Sweetwater County Commissioners
Timothy A. Kaumo, Mayor	Randal M. Wendling, Chairman
Attest:	Attest:
City Clerk	Cynthia L. Lane, County Clerk

Meeting Date Requested:	Contact Phone and E-mail:
May 5th, 2020	(307) 872-3921
1714 3 511, 2020	legerskig@sweet.wy.us
Presenters Name, Title and Name of	Exact Wording for Agenda:
Organization:	Jamestown-Rio Vista Type A License
Gene Legerski, P.E.	Agreements Covered Wagon Phase 1
Public Works Director	The second way of the second way of the second seco
Preference of Placement on Agenda &	Will there be handouts? (If yes, include
Amount of Time Requested for Presentation	with meeting request form)
5 min	Yes
Will handouts require SIGNATURES:	If you are submitting a Resolution or
PLEASE CHECK THE BOX AND BRIEFLY EXPLAIN IF	Proclamation- please email, in Word
YOUR ITEM SHOULD BE MARKED CONFIDENTIAL:	Format, to shoemakers@sweet.wy.us
Additional Information:	
Motion: Motion to allow the Public Works Direct	ctor to issue and sign all of the Type A
Licenses once all of the license requirements have	ve been met.

- 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: <a href="mailto:shoemakers@sweet.wy.us">shoemakers@sweet.wy.us</a>
  \*\*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.\*\*
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- 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".
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## Sweetwater County, Wyoming County License Application Form

 Sweetwater County Engineering
 Project Number:
 20200Z6 A

 80 West Flaming Gorge Way, Suite 23
 Application Date:
 4//20/2020

 Green River, WY 82935
 PID: 04-\_\_\_\_ - \_\_ - \_\_ - \_\_ - \_\_ 

 p: (307) 872-3920 / 922-5428
 f: 872-3991

 ☑ Application Fee - Type A:
 \$225.00

 ☑ Fee Paid? Check Number:

X

Site Plan Included?

Type A License - Used for utilities crossing under a County Road or paralleling the road for 1,000 feet or more.

☐ Application Fee - Type B: \$ 75.00

Type B License - Used for utilities suspended across a County Road or paralleling the road for less than 1,000.

APPLICANT INFORMATION:					
Jamestown Rio-Vista Water and Sewer District	Robert Hood				
Company Name	Primary Contact				
3700 Hwy. 374 Suite B, Green River, WY 82935	307-885-8500				
Company Mailing Address	Primary Contact Phone Number				
307-875-9463	Mike Boling				
	Emergency Contact				
Jamestownwater@wyoming.com	307-870-5488				
Company Telephone/Email	Emergency/Afterhours Phone Number				
LOCATION INFORMATION:					
Quarter(s): NW Section: 7	Township: 18N Range: 107W				
County Road(s): Roundup Drive, County Road 1217					
Approximate Location: South of Interstate 80 and East	of Gaensslen Road				
See sheets PP01-PP03					
Purpose of Project: Install new 8" diameter water line	adjacent to Roundup Dr.				
I 2000	Soutombor 2020				
Date Work Will Begin: June, 2020	Date Work Will End: September, 2020				
TO BE COMP	LETED BY COUNTY				
PERMIT APPROVAL:					
Field inspected and checked by:	Date:				
Approved by:					
	expire in days.				

### ATTACHMENT

The Licensee agrees to locate and mark the facility being licensed in the following manner:

 The utility company or facility owner, as a condition of approval for the attached license, agrees to locate the facility identified by the license, when needed by the County Engineer for future construction and maintenance activities. This information will be the basis of plans prepared by the County Engineer for use by the County and the County's contractors. If relocation of the identified facility is necessary to aid the County's work, reimbursement will be as provided for by law.

2. Location information will include the marking of the facility on the ground, as specified by W.S. 37-12-302 et sep., with the appropriate color. Location information will also include the nature and elevation of the facility. For each location, the utility shall be tied both horizontally and vertically, by coordinates, to a datum determined by the County Engineer and certified by a licensed surveyor. The information will be shown on plans created by the utility company or facility owner. A copy of the plans will be sent to the County Clerk's Office. Costs associated with identifying and locating the facilities will be the responsibility of the company or facility owner on Department right of way.

3. For paved roads, the buried line must be bored. For gravel or dirt roads, the buried line may be trenched. Minimum depths are 3-1/2 feet below the ditch flow lines or 5-1/2 feet below the crown point of the road.

### APPLICATION INSTRUCTIONS AND AGREEMENT

- 1. It may take up to two weeks to process your permit application due to physical inspection of the application site.
- Include a detailed site plan of the project location. This site plan should include a profile of the road crossing showing depths from ditch flow lines and road crown, if applicable, and a section tie with bearing and distance from the nearest section corner to the actual utility line crossing. All utility crossings must be perpendicular to the travelway centerline.
- 3. By signing below, you are requesting permission to conduct operations in the County right-of-way, subject to conditions, and agree to the following:
  - a. The utility will be placed in a manner that conforms to recognized standards, applicable Federal, State, or local laws, codes and ordinances and as directed by the Public Works Director.
  - Any future alteration or modification of the utility within the existing right of way, required and requested by the County, shall be completed without delay and cost to the County.
  - c. The alignment and grade, clearance, materials, pressures, land ties and mile post ties are shown on the plan sheet dated \_\_\_\_\_\_\_.
  - d. The License will not be modified, transferred or assigned without the consent of the County.
  - e. The Licensee agrees to conform to the standards for traffic control as outlined in the Manual of Uniform Traffic Control Devices (MUTCD). The Licensee must cease all operations if the traffic control standards are not met.
  - f. To the extent of the Licensee's negligence, therefore, the Licensee agrees to forever indemnify the County and save it harmless from all liability for damage to property or injury to or death of persons, including all costs and expenses relating thereto, arising wholly or in part or in connection with the existence of construction, alterations, repairs, renewals, or uses or removals of the utility as pertain to any County Road.
  - g. Right of way markers for buried utilities are required effective August 1997.
  - h. All excavated crossings must meet highway standards 95% compaction. Surface material must be equal to or better than existing surface material.

i. Additional requirements:	
20.1011	4/20/20
Signature of Representative	Date

Robert Hood - District Engineer

Print Name and Title



# Sweetwater County, Wyoming

Sweetwater County Engineering	Project Number: ZOZO OZG B					
80 West Flaming Gorge Way, Suite 23	Application Date: <u>4/20 /2020</u> PID: 04					
Green River, WY 82935						
p: (307) 872-3920 / 922-5428 f: 872-3991						
☐ Application Fee - Type A: \$225.00	$\boxtimes$	Fee Paid? Check Number:				
Application Fee - Type B: \$ 75.00	X	Site Plan Included?				

Type A License - Use

Type B License - Used for utilities suspended across a County Road or paralleling the road for less than 1,000.

APPL	ICA	NT	INFO	RMA	TIC	ON:
------	-----	----	------	-----	-----	-----

Jamestown Rio-Vista Water and Sewer District	Robert Hood Primary Contact						
Company Name							
3700 Hwy. 374 Suite B, Green River, WY 82935	307-885-8500						
Company Mailing Address	Primary Contact Phone Number						
307-875-9463	Mike Boling						
	Emergency Contact						
Jamestownwater@wyoming.com	307-870-5488						
Company Telephone/Email	Emergency/Afterhours Phone Number						
LOCATION INFORMATION:	107W						
Quarter(s): NW Section: 7	Township: 18N Range: 107W						
County Road(s): Oxbow Drive, County Road 1221							
Approximate Location: South of Interstate 80 and East of G	aensslen Road						
See sheet PP01							
Purpose of Project: Install new 8" diameter water line adjace	cent to Oxbow Dr.						
Date Work Will Begin: June, 2020	Date Work Will End: September, 2020						
TO BE COMPLET	ED BY COUNTY						
PERMIT APPROVAL:							
Field inspected and checked by:	Date:						
Approved by:							
	re in days.						

### **ATTACHMENT**

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### APPLICATION INSTRUCTIONS AND AGREEMENT

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  - d. The License will not be modified, transferred or assigned without the consent of the County.
  - e. The Licensee agrees to conform to the standards for traffic control as outlined in the Manual of Uniform Traffic Control Devices (MUTCD). The Licensee must cease all operations if the traffic control standards are not met.
  - f. To the extent of the Licensee's negligence, therefore, the Licensee agrees to forever indemnify the County and save it harmless from all liability for damage to property or injury to or death of persons, including all costs and expenses relating thereto, arising wholly or in part or in connection with the existence of construction, alterations, repairs, renewals, or uses or removals of the utility as pertain to any County Road.
  - g. Right of way markers for buried utilities are required effective August 1997.
  - h. All excavated crossings must meet highway standards 95% compaction. Surface material must be equal to or better than existing surface material.
     i. Additional requirements:

Plutulted	4/20120
e of Representative	Date

Robert Hood - District Engineer

Print Name and Title



# Sweetwater County, Wyoming County License Application Form

	County License	Applic	auon	1 01111			
activator Constitution of the constitution of	Sweetwater County Engineering 80 West Flaming Gorge Way, Suite 23 Green River, WY 82935 p: (307) 872-3920 / 922-5428 f: 8	72-3991	Applica		020 026 C 4/20/2020	120/2020	
☐ Application Fee - Type A: \$225.0 ☑ Application Fee - Type B: \$ 75.0		0	X X	Fee Paid? Site Plan In	Check Number: cluded?	nber:	
Type A License -	Used for utilities crossing under a Coun	ty Road or	paralleli	ng the road f	or 1,000 feet or	more.	
Type B License -	Used for utilities suspended across a Co	ounty Road	or para	lleling the ro	ad for less than	1,000.	
APPLICANT IN	IFORMATION:						
Jamestown Rio	-Vista Water and Sewer District	Robe	ert Hood	l			
Company Name			/ Contact				
	Suite B, Green River, WY 82935		885-850				
Company Mailing Addre	ess	Primary	Contact P	hone Number			
307-875-9463		Mike Boling Emergency Contact					
Your autorium to	- Averaging com		870-548				
Jamestownwater Company Telephone/E	r@wyoming.com	Emergency/Afterhours Phone Number					
County Road(s): _	Section: 7 Oxyoke Drive, County Road 1220 tion: South of Interstate 80 and East of			18N	_ Range:10	07W	
		Carringio					
See sheets PP04							
Purpose of Project	Install new 8" diameter water line ad	ljacent to (	Oxyoke	Dr.			
Date Work Will Be	gin: June, 2020	Date	Work Wil	I End: Septe	ember, 2020		
	TO BE COMPLE	ETED BY	COUN	TY			
PERMIT APPROV	/AI :						
FERIVILI APPROV	/AL.						

Date:

Date:

☐ Shall not expire.

Field inspected and checked by:

Approved by: \_

This permit:

Shall expire in

days.

### ATTACHMENT

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- The utility company or facility owner, as a condition of approval for the attached license, agrees to locate the facility identified by the license, when needed by the County Engineer for future construction and maintenance activities. This information will be the basis of plans prepared by the County Engineer for use by the County and the County's contractors. If relocation of the identified facility is necessary to aid the County's work, reimbursement will be as provided for by law.
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  - b. Any future alteration or modification of the utility within the existing right of way, required and requested by the County, shall be completed without delay and cost to the County.
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  - d. The License will not be modified, transferred or assigned without the consent of the County.
  - e. The Licensee agrees to conform to the standards for traffic control as outlined in the Manual of Uniform Traffic Control Devices (MUTCD). The Licensee must cease all operations if the traffic control standards are not met.
  - f. To the extent of the Licensee's negligence, therefore, the Licensee agrees to forever indemnify the County and save it harmless from all liability for damage to property or injury to or death of persons, including all costs and expenses relating thereto, arising wholly or in part or in connection with the existence of construction, alterations, repairs, renewals, or uses or removals of the utility as pertain to any County Road.
  - g. Right of way markers for buried utilities are required effective August 1997.
  - h. All excavated crossings must meet highway standards 95% compaction. Surface material must be equal to or better than existing surface material.

4	
Shut V. Hood	4/20/20
ire of Representative	Date

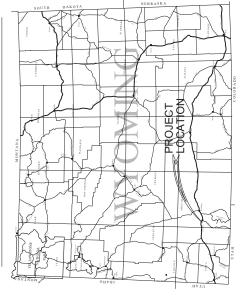
Robert Hood - District Engineer

Additional requirements:

Print Name and Title

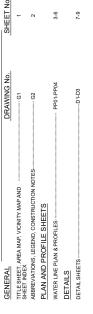
# Jamestown-Rio Vista Water and Sewer District Covered Wagon Phase 1 Waterlines Project







# SHEET INDEX





ROBERT V. HOOD, P.E. PROJECT MANAGER



# EGEND

HOSE VALVE
INSIDE DIAMETER
INCH
INSULATION
INVERT
POUND
LINEAL FEET

GSP GV HORIZ. HV ID IN. OR " INSUL. INV.

ANCHOR BOLT
ALUMINUM
APPROXIMATELY
ASSEMBLY
ANGLE
AT (MEASUREMENTS)
BLIND FLANGE

BUILDING
BENCH MARK
BITUMINOUS SURFACE COURSE
BOTH WAYS
CHANNEL (STRUCTURAL)
CAST IRON

GALVANIZED STEEL PIPE GATE VALVE HORIZONTAL

**ABBREVIATIONS** 

MANUFACTURER
MANUFACTURER
MINIMUM
MECHANICAL JOINT
NUMBER

CUBIC FEET per MINUTE
CUBIC FEET per SECOND
CENTER LINE
CORRUGATED METAL PIPE

PROPERTY LINE		EXIS
PERMANENT EASEMENT LINE		NEW
TEMPORARY EASEMENT LINE		EXIS
CROSS REFERENCING	DETAL DESIGNATION	NE'S
NEW CONTOURS		NO.
EXIST. CONTOURS		EXIS
EXIST. FEATURES		NEV
EXIST. WATER	— — w 4 —	EXIS
NEW WATER		NEW
EXIST. GAS	GAS	EXIS
EXIST. TELEPHONE		NEV
EXIST. SEWER	98	EXIS
NEW SEWER		NEV
EXIST. STORM SEWER	os	EXIS
EXIST. STEAM & CONDENSATE		NEW
EXIST. IRRIGATION	IRR	EXIS
EXIST. BURIED POWER	 	NEW
NEW BURIED POWER		EXIS
OVERHEAD ELECTRIC	3HD	NEV
UNDERGROUND ELECTRIC	100	EXIS
OVERHEAD TELEPHONE		NEV
BENCH MARK	٠	NEV
EXIST. GATE VALVE	Χ	EXIS
NEW GATE VALVE	I	EXIS
POWER POLE SYMBOL	0	NEV

Î	1	İ	ţ																									
EXIST, STOCK FENCE	NEW STOCK FENCE	EXIST. CHAINLINK FENCE	NEW CHAINLINK FENCE	SURFACE WATER FLOW	POWER POLE	EXIST. MANHOLE	NEW MANHOLE	EXIST. AIR RELEASE VALVE	NEW AIR RELEASE VALVE	EXIST. REDUCER	NEW REDUCER	EXIST. CROSS	NEW CROSS	EXIST. TEE	NEW TEE	EXIST. ELBOW	NEW ELBOW	EXIST. BEND	NEW BEND	EXIST. WYE	NEW WYE	NEW FIRE HYDRANT	EXIST. FIRE HYDRANT	EXIST. WATER SERVICE	NEW WATER SERVICE	NEW SEWER SERVICE LATERAL	NEW BLOWOFF VALVE	

·★⊘⇨♠Ⅰ▲⊕⊕⋳⋴⋴⋼⋼⋼⋼⋼⋼

*	
VALVE	

RECURION
RECREATIONAL VEHICLE
SPECIFICATION
SPECIFICATION
SOURCE
SOURCE
SOURCE
STATION
STATION
STATION
STATION
STATION

WITH WITHOUT WHERE REQUIRED

STEEL
STAINLESS STEEL
TEMPORARY CONSTRUCTION EASEMENT
TYPICAL
UNLESS NOTES OTHERWISE

STL. ST. STL. TCE TYP. U.N.O. W// W/REQ'D.

> GALVANIZED GALVANIZED GALLONS per MINUTE

EACH FACE ELBOW ELEVATION EACH WAY EXISTING FINISH GRADE FLEXIBLE FLEXIBLE FLANGE

PLATE
PROPERTY LINE
POUNDS PER SQUARE INCH
POLYVINYL-CHLORIDE PIPE
RADIUS

MMAX.

CLEANOUT CONCRETE CONTINUOUS COUPLING CUBIC FEET CUBIC YARD DEGREE DEGREE DIAMETER

DIMENSION DIMENSION DISTRIBUTION DRAWING

OUTSIDE DIAMETER POLYETHYLENE POLYETHYLENE

# CONSTRUCTION NOTES

- THE CONTRACTOR SHALL KEEP PUBLIC ROADS CLEAR OF MUD AND DEBRIS. DUST SHALL BE CONTROLLED BY WATERNG.
  - 2. ALL WORK AND ANY CHANGES TO THE WORK ARE SUBJECT TO APPROVAL BY THE JAMESTOWN RIO VISTA WATER & SEWER DISTRICT (ARV).
    - WATER & SEWER DISTRICT (JRV),
      3. ALL CONSTRUCTOR OVER SHALL BE PERFORMED WITHIN EXISTING RIGHTS-OF-JWNY, OR EASEMENTS
      OBTANDE PORPROJECT.
- I. ALL DEBRIS RESULTING FROM THE WORK SHALL BE DISPOSED OF BY THE CONTRACTOR.
- ALL PRIVATE DRIVES AND ACCESSES SHALL REMAIN OPEN TO INGRESS AND EGRESS DURING CONSTRUCTION.
- 6. ALL PRIVATE PROPERTY SHALL BE PROTECTED FROM STORMWATER DISCHARGE DURING CONSTRUCTION.
- 7. FINAL GRADE OF DISTURBED AREAS IS SUBJECT TO THE ENGINEERS APPROVAL AND IS TO BE DONE WITH NEAT WORKAMASHIP.
- 8. THE CONTRACTOR SHALL PREPARE AND IMPLEMENT A STORM WATER POLLUTION PREVENTION PLAN (SWPPP) IN ACCORDANCE WITH DEQREQUIREMENTS.
- 9. ALL PIPELINES SHALL BE INSTALLED AT THE LOCATION AND DEPTHS REQUIRED OF THE PLANS OR AS OTHERWINE DIRECTED BYTHE ENGINEER.
  - OTHERWISE DIRECTED BY THE ENGINEER.

    10. ALL EXCAVATIONS, TRENCHING, AND SHORING SHALL MEET THE REQUIREMENTS OF THE WYON.
- 10. ALE SEXANTIONS, TREACHING, AND SHORING SHALL MEET THE REQUIREMENTS OF THE WYOMING OCCUPATIONALHEALTH AND SAFETY COMMISSION.

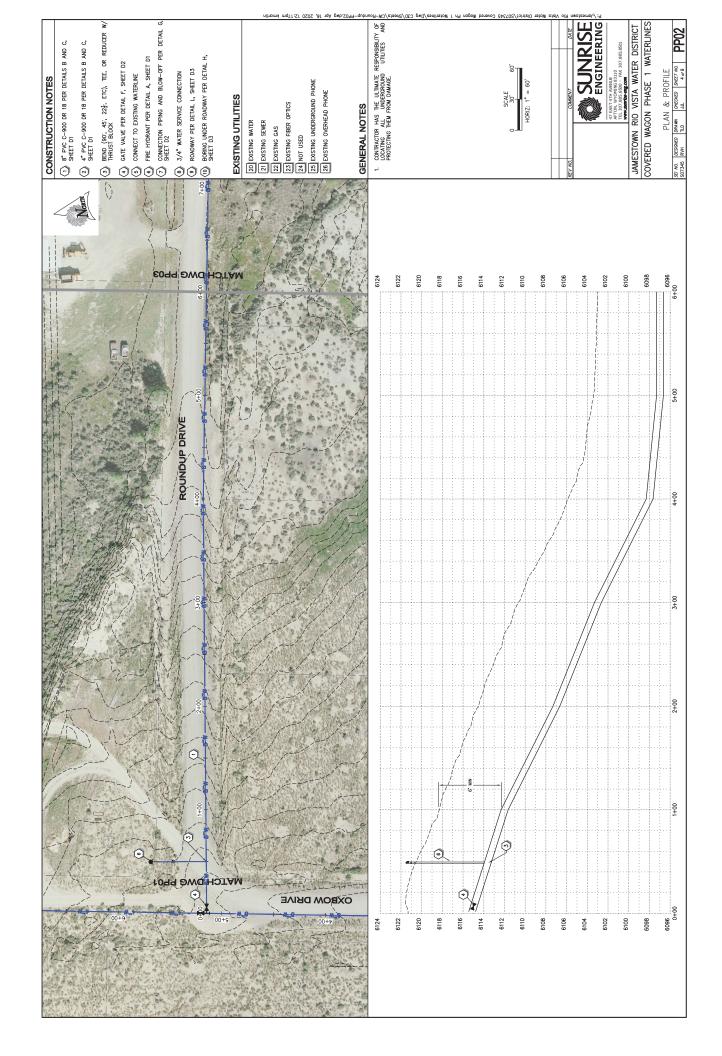
  11. THE CONTRACTOR SHALL PROVIDE AND MANTAIN, AT ALL TIMES DURING CONSTRUCTION, AMPLE MEANS AND DEVICES TO PROMPTLY REMOVE ALL WATER ENTERING THE WORK, WHETHEN THE WATER IS SURFACE OR GROUND WATER.
- 12. THE EXISTING SYSTEM AND THE PROPOSED IMPROVEMENTS ARE SHOWN AS ACCURATELY AS POSSIBLE. ALL PROFILED AND SEES ARE SHOWN ACCORDINGS TO THE INFORMATION ANALIABLE. TO THE ENGINEEN HOWERS THE ACTIVAL FIELD CONDITIONS MAY NARY, ADDITIONAL, WORK MAY BE REDUINGED MAID LIKEWINGS PROPOSED WORK MAY BE REDUINGED AND ENGINEE PROPOSED WORK MAY BE ELIMINATED BASED ON ACTIVAL FIELD CONDITIONS. SUCH WORK SHALL REDUING APPROVED.
- 13. THE CONTRACTOR SHALL NOTIFY ALL RESIDENTS AFFECTED BY ANY SERVICE SHJTOFFE 24 HOURS PRIOR TO TURNING OFF THE SERVICE IF THE RESIDENT CANNOT BE CONTACTED THE CONTRACTOR WILL PLACE A FYER IN VISBLES SHALL NOTIFYING THE RESIDENT OF THE WAITER SERVICE SHUTGET.
- 14. THE CONTRACTOR SHALL NOTEV JRV 48 HOURS PRIOR TO ANY MAINLINE SHUTGFF AND COORDINATE WITH JRV PERSONNEL TO SHUT OFF A MAIN.
- NOT EVERY CONDITION OR ELEMENT IS SHOWN ON THE PLANS. IT IS UNDERSTOOD THAT THE CONTRACTOR WILL USE INDUSTRY ACCEPTED STANDARD GOOD PRACTICE FOR ALL MISCELLANEOUS WORK NOT EXPLICITLY SHOWN.

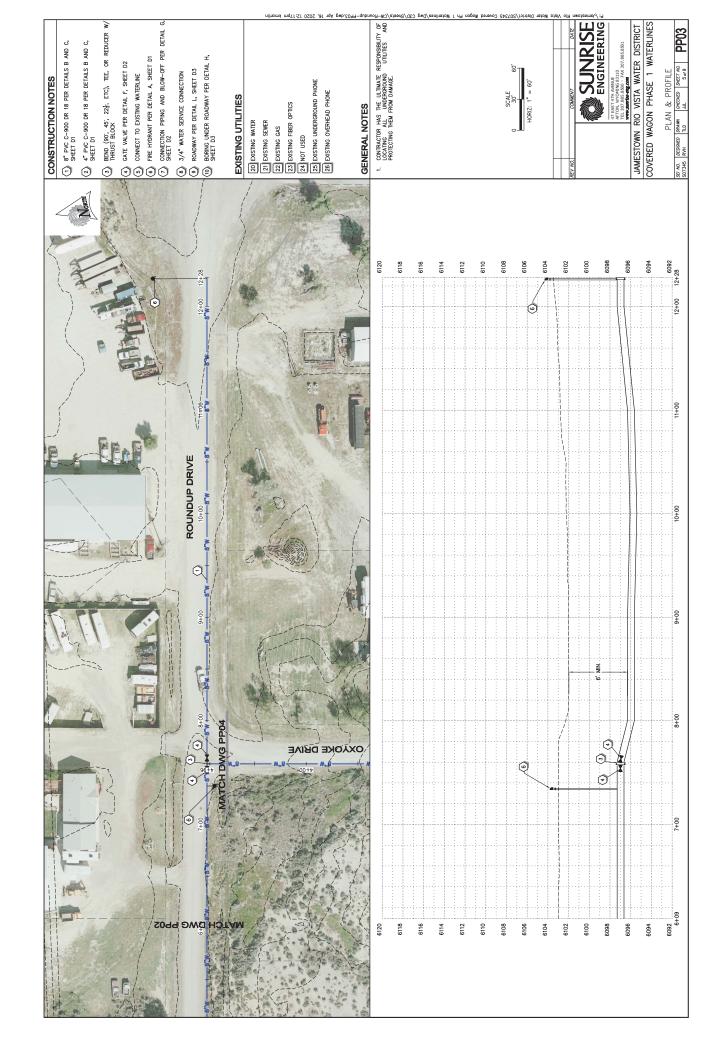
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION OF ALL DMENSIONS, ELEVATIONS AND CONDITIONS THAT COLUD IMPACT THE WORK IN THE DEBTON OF ADSCREPANCY OR GUESTION, THE CONTRACTOR SHALL FORWARD SAID GLESTON TO THE BONDINER FOR CLARENCING.
- 77. ALL MANUINE DISINFECTION AND FLUSHING WILL BE SUPERVISED BY THE JRV WATER OPERATOR AND THE RESIDENT CONSTRUCTION OSSERVER. THE JRV WATER OPERATOR AND ROBINEER MULL EN HOTTED FOR THEI. TESTING SAND DIREATION OF ANY FLUSHING AND TESTING AIL LESTS TA FUNDES PRIOR TO TESTING.

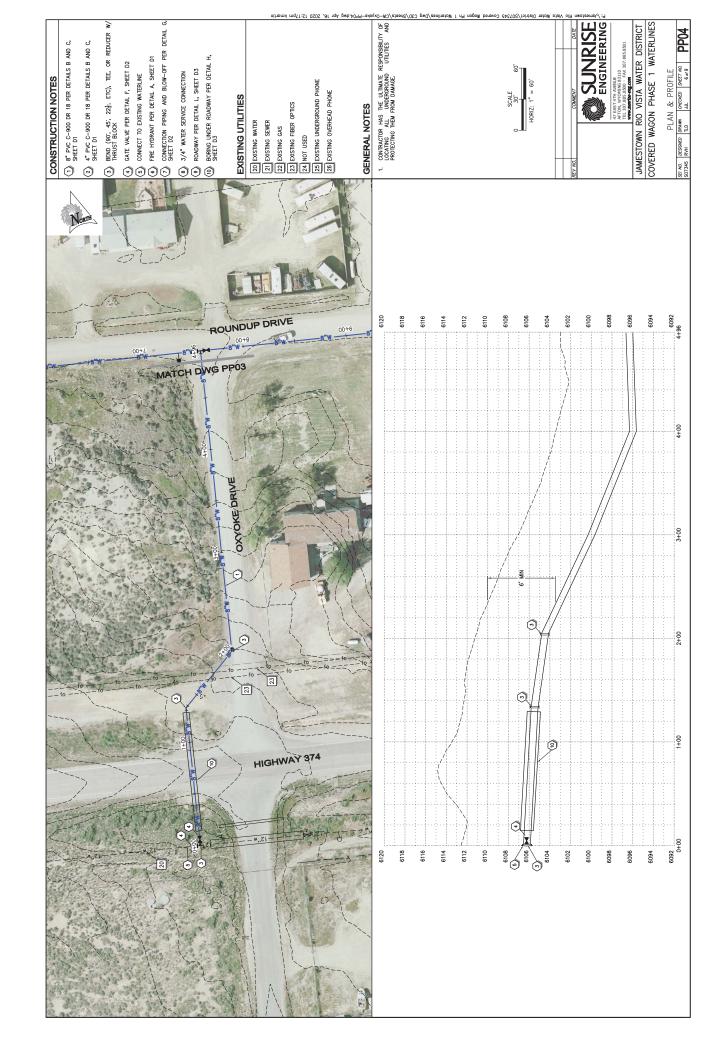
ALL CONSTRUCTION SHALL CONFORM TO APPLICABLE REQUIRBABNTS OF THE THE STATE OF WYOMING, DEPARTMENT OF BUVROWIBNTAL QUALITY, CONSTRUCTION WIL BE SUBJECT TO INSPECTION BY, BLT NOT LUMIED TO JRX.

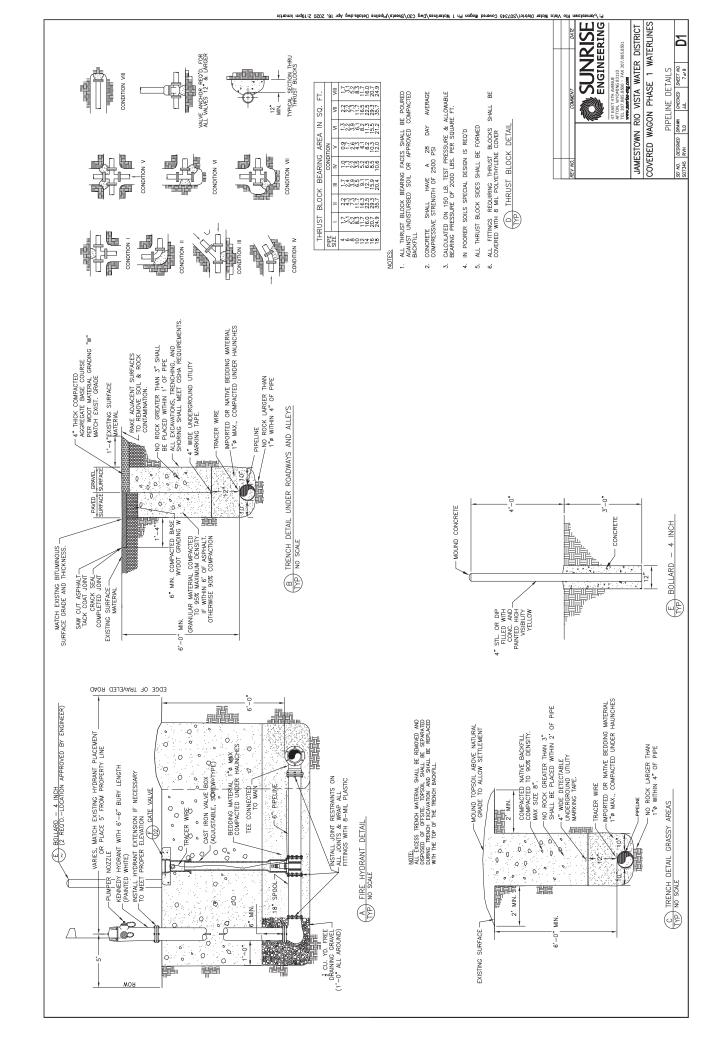
- 19. THE PROJECT AREA HAS A CULUMARY WATER SYSTER AS A SISTREMUTOWS YSTER IT ELEPONEL LINES. STORM DEANAGE PIFELINES. UNDERGROUND FOWER UNES. UNDERGROUND UTLIFES. AS WREL AS SOME OFTERED POWER BET SHOWN ON THE PLAN SETTINE OVERFACTOR HAS THE UTLIMATE RESPONSIBILITY OF LOCATING ALL INDERGROUND AND OVERHEAD UTLIFES AND PROTECTING THEN FROM DAMAGE CONTRACTOR MUST CALL DIG LINE BIT PRIOR TO DECANATION.
- CONTRACTOR SHALL PROPERLY PREPARE, PLACE, AND COMPACT ALL FILL MATERIAL IN ACCORDANCE WITH
  THE RECOMMENDATIONS OF THE ENDINER AND THE TECHNICAL SPECIFICATIONS, COMPACTION OF ALL FILL
  MATERIC SOMMENDET BE TESTED BY A CERTIFIED TESTING LAG.
- 21. JRV REPRESENTATIVE SHALL INSPECT ALL SERVICE CONNECTIONS.
- 22. WHERE NEW WATERLINES CONNECT TO THE EXISTING SYSTEM THE CONTRACTOR SHALL DETERMINE THE TYPON WINDRED FOR FITTINGS WEEDED TO BEST MAKE THE CONNECTION BASED ON ACTUAL FIELD CONDITIONS. THE FITTING CONFIGURATION SHALL BE APPROVED BY THE RESIDENT PROJECT REPRESENTATIVE PRIOR TO CONSTRUCTION.
- NO FIRE HYDRANTS, VALVES, METER PITS OR ANY OTHER WATERLINE APPURTENANCES WILL BE PLACED WITHIN ANY DRAINAGE DITCH OR ROAD BACK SLOPE.
- 24. LOCATIONS OF VALVE AND HYDRAMTS SHALL BE APPROVED BY THE JRV WATER OPERATOR AND THE RESIDENT PROJECT REPRESENTATIVE.
- 25. ALL ROADWAYS, DITCHES, ALLEYS, AND CULVERTS WILL BE RETURNED TO THEIR EXISTING CONDITION OR BETTER AS DETERMINED BY THE SUPERIVATIER COUNTY PUBLIC WORKS DIRECTOR. THE CONTRACTOR IS RESPONSIBLE FOR ALL ROAD MAINTENANCE UNTIL THE ROADWAY IS PRELIMINARLY ACCEPTED BY THE SWEETWATER PUBLIC WORKS DIRECTOR.
  - F AND COORDNATE WITH 26. THE CONTRACTOR SHALL NOTIFY THE APPROPRIATE AGENCIES OF ALL ROAD CLOSURES DALLY.
- 27. NO EXCANATION WILL BE LEFT OPEN OVERNIGHT WITH THE EXCEPTION OF A 10-FT LONG START/STOP POINT THE EXCANATION SHALL BE PROPERLY SECURED.
- . TRAFFIC CONTROL PLANS AND SETUPS WILL BE PER MUTCD STANDARDS.

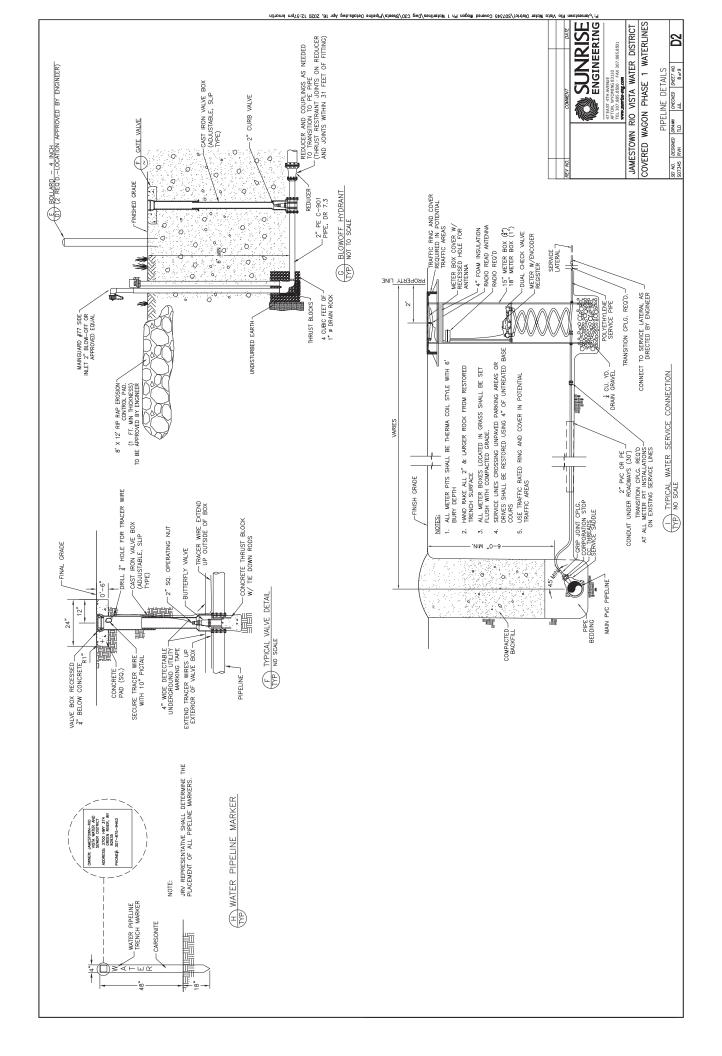


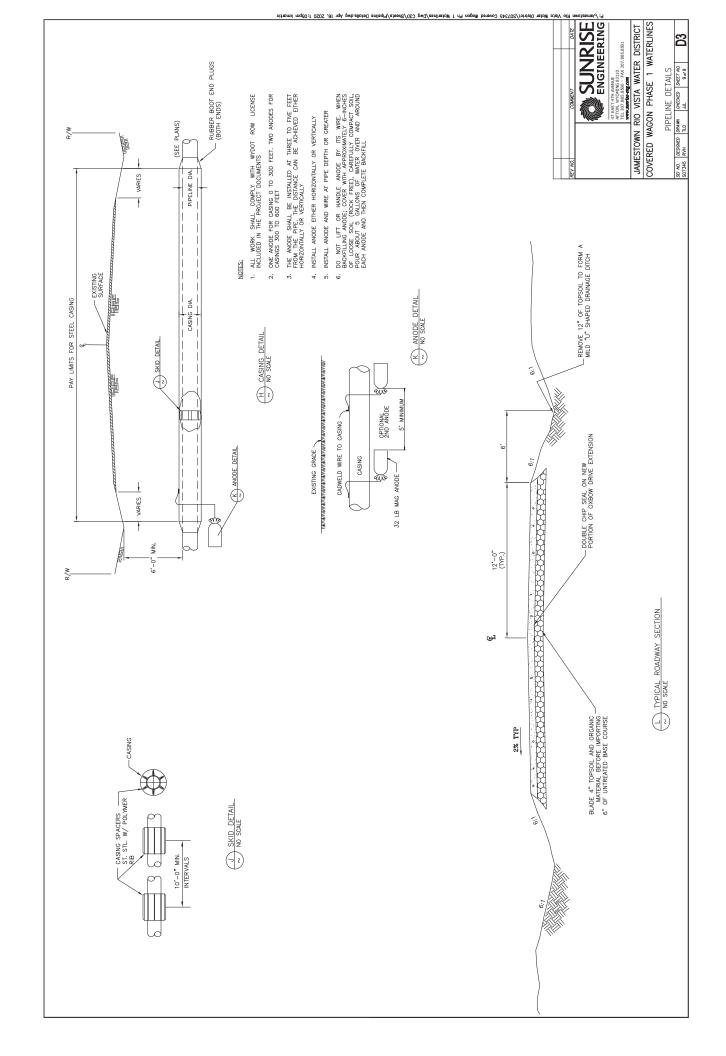












Meeting Date Requested:	Contact Phone and E-mail:
5-5-20	307-872-3897
Presenters Name, Title and Name of Organization: Board of County Commissioners	Exact Wording for Agenda: Public Access to the County Courthouse
Preference of Placement on Agenda & Amount of Time Requested for Presentation 10 min  Will handouts require SIGNATURES:  n/a PLEASE CHECK THE BOX AND BRIEFLY EXPLAIN IF YOUR ITEM SHOULD BE MARKED CONFIDENTIAL:	Will there be handouts? (If yes, include with meeting request form) n/a  If you are submitting a Resolution or Proclamation- please email, in Word Format, to shoemakers@sweet.wy.us
Additional Information:	

- 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: <a href="mailto:shoemakers@sweet.wy.us">shoemakers@sweet.wy.us</a>
  \*\*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 <u>Resolution or Proclamation</u>, it must be submitted in Word Format and emailed to: <u>shoemakers@sweet.wy.us</u>
- 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 <u>AFTER</u> the deadline, you will be considered for the next meeting date.

Meeting Date Requested:	Contact Phone and E-mail:
5-5-20	307-872-3897, shoemakers@sweet.wy.us
Presenters Name, Title and Name of	Exact Wording for Agenda:
Organization:	6th Penny Discussion
Commissioner Lauren Schoenfeld	
Preference of Placement on Agenda & Amount of Time Requested for Presentation 20 minutes	Will there be handouts? (If yes, include with meeting request form)
Will handouts require SIGNATURES:	If you are submitting a Resolution or
_	Proclamation- please email, in Word
PLEASE CHECK THE BOX AND BRIEFLY EXPLAIN IF YOUR ITEM SHOULD BE MARKED CONFIDENTIAL:	Format, to shoemakers@sweet.wy.us
TOUR ITEM SHOULD BE MARKED CONFIDENTIAL.	
Additional Information:	

- 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: <a href="mailto:shoemakers@sweet.wy.us">shoemakers@sweet.wy.us</a>
  \*\*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 <u>AFTER</u> the deadline, you will be considered for the next meeting date.

Meeting Date Requested:	Contact Phone and E-mail:							
F 1 4 2020	(307) 872-3888 marchalk@sweet.wy.us							
February 4, 2020	(307) 922-5360 bournazianm@sweet.wy.us							
Presenters Name, Title and Name of	Exact Wording for Agenda:							
Organization:	Approval to Ratify Amendment One to the FY 2019							
Krisena Marchal, County Grants Manager	Volunteer Fire Assistance Grant Agreement for the Little							
Mike Bournazian, County Fire Warden	Mountain Project							
Preference of Placement on Agenda &	Will there be handouts? (If yes, include							
Amount of Time Requested for Presentation	with meeting request form)							
Morning / 5 minutes	Yes							
Will handouts require SIGNATURES:	If you are submitting a Resolution or							
N/A	Proclamation- please email, in Word							
PLEASE CHECK THE BOX AND BRIEFLY EXPLAIN IF	Format, to shoemakers@sweet.wy.us							
YOUR ITEM SHOULD BE MARKED CONFIDENTIAL:	N/A							
	11/71							
Additional Information:								
Please see atta	Please see attached summary.							
Requested motion:								
Move to ratify Amendment One to the Fiscal Year 2019 Volunteer Fire Assistance Grant Agreement for the								
Little Mountain Project.								



To: Sweetwater County Commissioners

From: Krisena Marchal, Grants Manager

Date: County Commissioners' Meeting 5/5/2020

Subject: Approval to Ratify Amendment One to the FY 2019 Volunteer Fire Assistance Grant

**Agreement for the Little Mountain Project** 

### **Executive Summary:**

On February 4, 2020 the Sweetwater County Board of County Commissioners accepted a Volunteer Fire Assistance (VFA) grant in the amount of \$2,000. The award will be used to pay for chainsaw parts and fuel in order to cut down dead trees and reduce the fire load in the timber on Little Mountain. It will also provide valuable firefighter training.

The grant agreement inadvertently listed April 30, 2020 as the end of the term to expend the grant. An amendment was created to extend the term until December 31, 2020. It was signed outside of the commissioners' meeting to avoid having the original agreement expire.

FY 2019 VFA LITTLE MOUNTAIN PROJECT BUDGET										
EXPENSES	FUNDING	FUNDING SOURCES								
	VFA Grant	Sweetwater County Cash Match								
-Chainsaw Equipment Parts (Clips, bars, chains, filters, etc.) -Chainsaw Fuel	\$2,000	\$2,000	\$4,000							
TOTAL	\$2,000 (50%)	\$2,000 (50%)	\$4,000 (100%)							

### **Staff Notes**:

As a reminder, no junipers will be impacted by this project.

### **REQUESTED MOTION:**

Move to ratify Amendment One to the Fiscal Year 2019 Volunteer Fire Assistance Grant Agreement for the Little Mountain Project.

# AMENDMENT ONE TO THE GRANT AGREEMENT BETWEEN THE STATE OF WYOMING, OFFICE OF STATE LANDS AND INVESTMENTS, FORESTRY DIVISION

#### AND

# SWEETWATER COUNTY FIRE DEPARTMENT FOR THE LITTLE MOUNTAIN PROJECT

- Parties. This Amendment is made and entered into by and between the State of Wyoming,
  Office of State Lands and Investments, Forestry Division (Agency), whose address is: 5500
  Bishop Boulevard, Cheyenne Wyoming 82002, Cheyenne, WY 82002, and Sweetwater County
  Fire Department (Grantee), whose address is: 430 West Blair Avenue, Rock Springs Wyoming,
  82901
- 2. Purpose of Amendment. This Amendment shall constitute the first amendment to the Grant Agreement (Agreement) between the Agency and the Grantee. The purpose of this Amendment is to extend the term of the Agreement through December 31, 2020.

The original Grant Agreement, dated February 6, 2020 required the Grantee to expend grant funds for specified projects for a total Agreement amount of ten thousand dollars (\$10,000.00) with an expiration date of April 30, 2020.

3. <u>Term of the Amendment.</u> This Amendment shall commence upon the date the last required signature is affixed hereto (Effective Date), and shall remain in full force and effect through the term of the Agreement, as amended, unless terminated at an earlier date pursuant to the provisions of the Agreement, or pursuant to federal or state statute, rule, or regulation.

# 4. Amendments.

A. The second sentence of Section 3 of the original Agreement is hereby amended to read as follows:

"The term of this Agreement is from Effective Date through December 31, 2020."

- Amended Responsibilities of the Grantee. Responsibilities of the Grantee have not changed.
- 6. Amended Responsibilities of the Agency. Responsibilities of the Agency have not changed.
- 7. Special Provisions.
  - A. Same Terms and Conditions. With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original Agreement, and any previous amendments, between the Agency and the Grantee, including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.

B. Counterparts. This Amendment may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Amendment. Delivery by the Grantee of an originally signed counterpart of this Amendment by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Agency.

# 8. General Provisions.

A. Entirety of Agreement. The original Grant Agreement, consisting of ten (10) pages; the Volunteer Fire Assistance Grants Standard Operating Procedures, consisting of four (4) pages; the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200; and this Amendment One, consisting of three (3) pages, represent the entire and integrated agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

 Signatures. The parties to this Amendment, through their duly authorized representatives, have executed this Amendment on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Amendment.

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

AGENCY: STATE OF WYOMING, OFFICE OF STATE LANDS AND INVESTIGATION  Multiply Septiments  Bill Crapser, State Forester For Bill Crapser	TMENTS, FORESTRY  \frac{4/22/20}{Date}
GRANTEE: SWEETWATER COUNTY FIRE DEPARTMENT  Randal M. Wending, Chairman of Sweetwater County Commission Cindy Lane, Sweetwater County Clerk	1/21/2020 Date 4/21/2020 Date
ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM	

W: Tyler M. Renner, Assistant Attorney General

# GRANT AGREEMENT BETWEEN THE STATE OF WYOMING, OFFICE OF STATE LANDS AND INVESTMENTS, FORESTRY DIVISION AND

# SWEETWATER COUNTY FIRE DEPARTMENT FOR THE LITTLE MOUNTAIN PROJECT

- Parties. This Grant Agreement (Agreement) is made and entered into by and between the State of Wyoming, Office of State Lands and Investments, Forestry Division (Agency), whose address is: 5500 Bishop Boulevard, Cheyenne, WY 82002, and Sweetwater County Fire Department (Grantee), whose address is: 430 West Blair Avenue, Rock Springs Wyoming, 82901.
- 2. <u>Purpose of Agreement</u>. The purpose of this Agreement is to set forth the terms and conditions by which the Agency shall provide funding to the Grantee for the Volunteer Fire Assistance Grant.
- 3. <u>Term of Agreement</u>. This Agreement is effective when all parties have executed it (Effective Date). The term of the Agreement is from Effective Date through April 30, 2020. All services shall be completed during this term. There is no right or expectation of renewal, and any renewal will be determined at the discretion of the Agency.

# 4. Payment.

- A. The Agency agrees to pay the Grantee for the services described in Section 5 below. Total payment under this Agreement shall not exceed ten thousand dollars (\$10,000.00). Payment shall be made within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602. Grantee shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Agreement.
- B. No payment shall be made for work performed before the Effective Date of this Agreement. Should the Grantee fail to perform in a manner consistent with the terms and conditions set forth in this Agreement, payment under this Agreement may be withheld until such time as the Grantee performs its duties and responsibilities to the satisfaction of Agency.
- C. Except as otherwise provided in this Agreement, the Grantee shall pay all costs and expenses, including travel, incurred by Grantee or on its behalf in connection with Grantee's performance and compliance with all of Grantee's obligations under this Agreement.
- 5. Responsibilities of Grantee. The Grantee agrees to:
  - A. Follow Volunteer Fire Assistance Grants Standard Operating Procedures, as described electronically at the following internet site: <a href="https://drive.google.com/file/d/0BxgGvgRMOUrUdHN5Sng1YlktM2c/view">https://drive.google.com/file/d/0BxgGvgRMOUrUdHN5Sng1YlktM2c/view</a>, which is incorporated into this Agreement by this reference.

- **B.** Receive and disburse funds from the Agency's Volunteer Fire Assistance Grant.
- C. Act in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 (as may, from time to time, be hereafter amended), which may be found electronically at the following internet site: ecfr.gov, and which are incorporated into this Agreement by this reference.
- **D.** Perform the following duties for the Agency:
  - (i) Establish separate accounting records for CFDA# 10.664, 18-DG-1102 Project Code VFA, for ten thousand dollars (\$10,000.00).
  - (ii) Purchase only approved items unless written justification is submitted to and approved by the Agency.
  - (iii) Maintain records in accordance with established bookkeeping principles for general federal program files for three (3) years, and all agreements for services for ten (10) years beyond the life of the grant and this Agreement. All physical and electronic records will be transferred to Agency Headquarters in the event of termination of this Agreement.
  - (iv) Provide documentation of required fifty percent (50%) match.
  - (v) Cooperate with the Agency in providing monitoring practices.
  - (vi) Submit invoices, cancelled checks or payment vouchers to the Agency as proof of purchases.
  - (vii) Include receipts and disbursements in annual audits and provide electronic copies of the audit to the Agency.
- E. No later than thirty (30) days following the expiration of this Agreement, the Grantee shall provide a full accounting of all funds expended, and shall include all invoices and receipts showing the amount and nature of expenditures.
- **6.** Responsibilities of the Agency. The Agency agrees to:
  - A. Pay Grantee in accordance with Section 4 of this Agreement.
  - **B.** Cooperate with the Grantee, including, but not limited to, providing copies of the payment vouchers to the Grantee.
  - C. Consult with the Grantee on all technical issues.
    - (i) Issue all required grant forms that Grantee requests.

#### 7. Special Provisions.

- A. Assumption of Risk. The Grantee shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Grantee's failure to comply with state or federal requirements. The Agency shall notify the Grantee of any state or federal determination of noncompliance.
- B. Environmental Policy Acts. Grantee agrees all activities under this Agreement will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.
- C. Human Trafficking. As required by 22 U.S.C. § 7104(g) and 2 CFR Part 175, this Agreement may be terminated without penalty if a private entity that receives funds under this Agreement:
  - (i) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
  - (ii) Procures a commercial sex act during the period of time that the award is in effect; or
  - (iii) Uses forced labor in the performance of the award or subawards under the award.
- D. Kickbacks. Grantee certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement. If Grantee breaches or violates this warranty, Agency may, at its discretion, terminate this Agreement without liability to Agency, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- E. Limitations on Lobbying Activities. By signing this Agreement, Grantee certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by Grantee or its subcontractors in connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.
- F. Monitoring Activities. Agency shall have the right to monitor all activities related to this Agreement that are performed by Grantee or its subcontractors. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Agreement; and to observe personnel in every phase of performance of Agreement related work.

- G. Nondiscrimination. The Grantee shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, et seq.), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, et seq., and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Agreement.
- **H. No Finder's Fees:** No finder's fee, employment agency fee, or other such fee related to the procurement of this Agreement, shall be paid by either party.
- I. Publicity. Any publicity given to the projects, programs, or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the Grantee and related to the services and work to be performed under this Agreement, shall identify the Agency as the sponsoring agency and shall not be released without prior written approval of Agency.
- J. Suspension and Debarment. By signing this Agreement, Grantee certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), 44 CFR Part 17, or 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, Grantee agrees to notify Agency by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Agreement.
- K. Administration of Federal Funds. Grantee agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 C.F.R. Part 200, any additional requirements set forth by the federal funding agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by Agency.
- L. Copyright License and Patent Rights. Grantee acknowledges that federal grantor, the State of Wyoming, and Agency reserve a royalty-free, nonexclusive, unlimited, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state government purposes: (1) the copyright in any work developed under this Agreement; and (2) any rights of copyright to which Grantee purchases ownership using funds awarded under this Agreement. Grantee must consult with Agency regarding any patent rights that arise from, or are purchased with, funds awarded under this Agreement.
- M. Federal Audit Requirements. Grantee agrees that if it expends an aggregate amount of seven hundred fifty thousand dollars (\$750,000.00) or more in federal

funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. Grantee agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 C.F.R. Part 200, Subpart F. If findings are made which cover any part of this Agreement, Grantee shall provide one (1) copy of the audit report to Agency and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to Agency's records.

- N. Non-Supplanting Certification. Grantee hereby affirms that federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. Grantee should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Agreement.
- O. Program Income. Grantee shall not deposit grant funds in an interest bearing account without prior approval of Agency. Any income attributable to the grant funds distributed under this Agreement must be used to increase the scope of the program or returned to Agency.

#### 8. General Provisions.

- A. Amendments. Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed by all parties to this Agreement.
- B. Applicable Law, Rules of Construction, and Venue. The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- C. Assignment Prohibited and Agreement Shall Not be Used as Collateral. Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. The Grantee shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Agency.
- **D.** Audit and Access to Records. The Agency and its representatives shall have access to any books, documents, papers, electronic data, and records of the Grantee which are pertinent to this Agreement.
- E. Availability of Funds. Each payment obligation of the Agency is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative

action. If funds are not allocated and available for continued performance of the Agreement, the Agreement may be terminated by the Agency at the end of the period for which the funds are available. The Agency shall notify the Grantee at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Agency in the event this provision is exercised, and the Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

- **F.** Award of Related Agreements. The Agency may award supplemental or successor agreements for work related to this Agreement or may award agreements to other grantees for work related to this Agreement. The Grantee shall cooperate fully with other grantees and the Agency in all such cases.
- G. Compliance with Laws. The Grantee shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Agreement.
- H. Confidentiality of Information. Except when disclosure is required by the Wyoming Public Records Act or court order, all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Grantee in the performance of this Agreement shall be kept confidential by the Grantee unless written permission is granted by the Agency for its release. If and when Grantee receives a request for information subject to this Agreement, Grantee shall notify Agency within ten (10) days of such request and shall not release such information to a third party unless directed to do so by Agency.
- I. Entirety of Agreement. This Agreement, consisting of ten (10) pages; the Volunteer Fire Assistance Grants Standard Operating Procedures, consisting of four (4) pages; and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, represent the entire and integrated Agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control.
- **J.** Ethics. Grantee shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing Grantee's profession.
- **K. Extensions.** Nothing in this Agreement shall be interpreted or deemed to create an expectation that this Agreement will be extended beyond the term described herein.
- L. Force Majeure. Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods,

epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.

- M. Indemnification. Each party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- N. Independent Contractor. The Grantee shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Agreement, the Grantee shall be free from control or direction over the details of the performance of services under this Agreement. The Grantee shall assume sole responsibility for any debts or liabilities that may be incurred by the Grantee in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the Grantee or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Agency or to incur any obligation of any kind on behalf of the State of Wyoming or the Agency. The Grantee agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of the Grantee or the Grantee's agents or employees as a result of this Agreement.
- O. Notices. All notices arising out of, or from, the provisions of this Agreement shall be in writing either by regular mail or delivery in person at the addresses provided under this Agreement.
- P. Ownership and Return of Documents and Information. Agency is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Grantee in the performance of this Agreement. Upon termination of services, for any reason, Grantee agrees to return all such original and derivative information and documents to the Agency in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers.
- Q. Prior Approval. This Agreement shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Agreement has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).

- **R.** Severability. Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- Sovereign Immunity and Limitations. Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Agency expressly reserve sovereign immunity by entering into this Agreement and the Grantee expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereign or governmental entities pursuant to Wyo. Stat. § 1-39-101, et seq., and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.
- **T.** Taxes. The Grantee shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- U. Termination of Agreement. This Agreement may be terminated, without cause, by the Agency upon thirty (30) days written notice. This Agreement may be terminated by the Agency immediately for cause if the Grantee fails to perform in accordance with the terms of this Agreement.
- V. Third-Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.
- W. Time is of the Essence. Time is of the essence in all provisions of this Agreement.
- X. Titles Not Controlling. Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.
- Y. Waiver. The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- Z. Wyoming Preference. Unless otherwise provided in this Agreement, the Grantee shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the work, whether temporary or permanent. The Grantee shall comply with all resident and

other preference requirements, including, but not limited to, those applicable to labor, materials, and subgrantees.

AA. Counterparts. This Agreement may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Agreement. Delivery by the Grantee of an originally signed counterpart of this Agreement by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Agency.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK

9. Signatures. The parties to this Agreement, either personally or through their duly authorized representatives, have executed this Agreement on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement.

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

AGENCY:

STATE OF WYOMING, OFFICE OF STATE LANDS AND INVESTMENTS, FORESTRY DIVISION

**GRANTEE:** 

SWEETWATER COUNTY FIRE DEPARTMENT

Wending, Chairman of Sweetwater

ATTORNEY GENERAL'S OFFICE: AP TO FORM

Tylef M. Renner, Assistant Attorney General

Jan. 16,2020 Date

Page 10 of 10

Meeting Date Requested:	Contact Phone and E-mail:	
May 5, 2019	bournazianm@sweet.wy.us	
Way 0, 2010	307-922-5360	
Presenters Name, Title and Name of Organization:  Mike Bournazian, Sweetwater County Fire Warden	Exact Wording for Agenda: Approval and Chairman to sign the 2020 Wildland Fire Management Annual Operating Plan	
Preference of Placement on Agenda & Amount of Time Requested for Presentation 5 minutes, After 1030 am	Will there be handouts? (If yes, include with meeting request form) Yes	
Will handouts require SIGNATURES:  PLEASE CHECK THE BOX AND BRIEFLY EXPLAIN IF YOUR ITEM SHOULD BE MARKED CONFIDENTIAL:	If you are submitting a Resolution or Proclamation- please email, in Word Format, to shoemakers@sweet.wy.us	
Additional Information:		
This is the Annual Operating Plan we sign on to each year and have for many years to work with our State and		
Federal partners in wildland fire management and suppression. It has been passed onto John Deleon for review		

# **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: <a href="mailto:shoemakers@sweet.wy.us">shoemakers@sweet.wy.us</a>
  \*\*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 <u>AFTER</u> the deadline, you will be considered for the next meeting date.

The Board of County Commissioners meets in regular session the first and third Tuesday of every month.

The meetings are open and the public is invited to attend.

The meetings are held in the commission meeting room:

80 West Flaming Gorge Way Meeting Room #115 Green River, Wyoming

# The following are meeting dates for 2019:

January 22, 2019 February 19, 2019
MARCH 19, 2019
APRIL 16, 2019
May 21, 2019
JUNE 18, 2019
JULY 16, 2019
AUGUST 20, 2019
SEPTEMBER 17, 2019
OCTOBER 15, 2019
NOVEMBER 19, 2019
DECEMBER 17, 2019

# 2020 WILDLAND FIRE MANAGEMENT ANNUAL OPERATING PLAN

#### **PREAMBLE**

This operating plan is prepared pursuant to the Wyoming Interagency Cooperative Fire Management Agreement USDA Forest Service 11-FI-11020000-020, USDI Bureau of Land Management BLM-MOU-WY-930-1202, USDI National Park Service 12491200001, USDI Bureau of Indian Affairs A12MA00028 and the USDI Fish and Wildlife Service 14-48-FF06R03000-12-K001.

#### **PURPOSE**

This is a Sub-Geographic Area Annual Operating Plan (AOP) meant to address issues affecting cooperation, interagency working relationships and protocols, financial arrangements, and joint activities across the State of Wyoming. The AOP details operating procedures applicable across the State and those applicable to specific districts. Procedures applicable to specific districts are included in Attachments A, B, C, D, and E, District Specific Procedures, which are incorporated herein by this reference. Signatories to this AOP agree to the procedures applicable across the State and to those applicable to their specific district.

#### **RECITALS**

National Response Framework activities will be accomplished utilizing established dispatch coordination concepts. Situation and damage assessment information will be transmitted through established fire suppression intelligence channels.

Jurisdictional Entities are responsible for all planning documents i.e. land use, resource and fire management plans and decision support documents, for a unit's wildland fire and fuels management program.

Protecting Entities implement the actions documented and directed by the appropriate planning documents and decision support documents for initial and extended attack on wildfire incidents. They provide supervision and support including operational oversight, direction and logistical support to Incident Management Teams.

# INTERAGENCY COOPERATION

#### **Interagency Dispatch Centers:**

The entities agree to participate in the neighborhood dispatch system. The Entities give authority to the interagency dispatch center to provide the services requested in support of the appropriate center's charter and operating plan. Interagency Dispatch Centers will work together to ensure a positive communication flow and closest available resources will be utilized within capability. For specifics, see individual district attachments.

# **Mobilization Process for State and County Resources:**

When resources, statused in the current dispatch ordering system, are ordered from their local dispatch center for initial attack, it is their responsibility to notify their respective Interagency Dispatch Center of their assignment. It is also their responsibility to notify the respective Interagency Center when they return home.

#### **Standards:**

#### Non-Federal Firefighter Qualifications:

- 1. Qualifications for local resources utilized for fire suppression within that respective county will meet local standards.
- 2. Except for County to County resources, all resources ordered through an interagency dispatch center will meet NWCG 310-1 standards. Certification for positions are in accordance with the Wyoming Redcard Manual.

Federal Agencies will ensure the following minimum required elements are included in the agreement:

- 1. Local fire department personnel responding to incidents on Federal lands must:
  - a. Be 18 years of age or older
  - b. Have and use the required personal protective equipment (PPE) found in the Interagency Standards for Fire and Fire Aviation Operations ("Red Book" Ch.7);
  - c. Have a basic level of wildland fire training. The National Wildfire Coordinating Group (NWCG) course S-190 and S-130 are recommended, both courses can be modified to fit local needs.

- 2. Pre-identified incident communication protocols will be established and followed (e.g. frequencies plans, points of contact, and interoperable radio hardware).
- 3. The Incident Command System (ICS) will be used to manage all incidents.

The minimum elements are critical to ensure safe and effective response to wildfires. While on a Federal incident, local fire department leadership is responsible to only deploy personnel that are in compliance with these minimum elements.

# **PREPAREDNESS**

#### **Protection Areas and Boundaries:**

If applicable, each entity will provide a Protection Area Map to be included in district specific attachments.

#### WSFD:

WSFD shall assume cost of its non-aviation related resources such as overhead, Smokebusters (WHCC), engines, or personnel for a maximum of 24 hours following the initial dispatch to the fire. This shall not be construed as automatic 24 hour dispatch. Any deviation or variation will be at the discretion of the WSFD Fire Duty Officer or their designee. An exception to the 24 hour reciprocal period is the Wyoming State Helitack, provisions are as follows:

- 1. WSFD may assume the cost of the aircraft daily availability at the discretion of the WSFD Duty Officer
- 2. To promote safe and aggressive initial attack, fires on all jurisdiction that pose an imminent threat to State and/or Private lands: WSFD shall assume all associated costs of the Wyoming State Helitack for a full operational period to be determined by the WSFD Fire Duty Officer. Federal/other out of state personnel assigned to the Helitack may still be billed to the incident during this time.
- 3. Fires on Federal lands or those fires that pose no imminent threat to State and/or Private land, WSFD may seek reimbursement for costs associated with the Wyoming State Helitack.
- 4. Rates for the Helicopter and supporting costs shall be distributed upon execution of the contract.
- 5. Unless noted otherwise on a cost share agreement.

#### **Agreements/MOUs for Fire Suppression Responsibilities:**

Agreements/MOUs between entities establishing fire suppression responsibilities will be recognized by this Annual Operating Plan. Entities providing this protection may represent the

interest of the jurisdictional entity whose lands are being protected. Unless specified otherwise, the lands protected under Agreement/MOU will be afforded the same conditions/terms as the protecting entity's lands (i.e. mutual aid periods, etc.). All signatories to this Annual Operating Plan will be notified, in writing, of changes or modifications to fire suppression responsibilities by the entity providing protection at the time of an approved Agreement/MOU.

#### **Joint Projects and Project Plans:**

On fires that threaten, or involve, the Wildland Urban Interface, the County's Community Wildfire Protection Plan should be referred to for suppression priorities and other information that could prove beneficial to the suppression efforts.

#### **Fire Prevention/Education/Mitigation:**

The Entities agree to cooperate in the development and implementation of fire prevention/education/mitigation programs. Entities will collaborate on ways to prevent unwanted wildfires. This program will have an overarching goal of lessening the risk of wildfire impacts to the public and private land and structures especially in the WUI.

#### **Fire Restrictions:**

Fire Restrictions and/or Closures will be communicated and coordinated between the Entities to include initiating, implementing, and lifting.

#### Prescribed Fire (Planned Ignitions) and Fuels Management:

- 1. Fuels management and prescribed fire projects will be coordinated with the Entities to this agreement.
- Wildland fires(s) resulting from escaped prescribed fires at the direction or under the supervision of one of the Entities to this agreement shall be the responsibility of that Entity. All suppression costs exclusive of reciprocal periods shall be borne by the responsible Entity. The responsible agency on federal lands shall be the jurisdictional agency. An Entity may take appropriate suppression action when lands under its protection responsibility are involved in or threatened by the fire. Such suppression action may be taken on its own initiative or at the request of the responsible Entity. An Entity may take appropriate suppression action, at the request of the responsible Entity, when lands under its protection are not involved in or threatened by the fire. The responsible Entity shall reimburse the other Entity for all suppression costs incurred in accordance with this clause.

- 3. Escaped prescribed fires ignited by individual(s) not party to this agreement will be considered as wildland fires requiring suppression action under the terms and conditions of this agreement.
- 4. Entities agree to share and reimburse, according to the rates established in the Wyoming Wildland Fire Resource Mobilization Guide for resources used on prescribed fire projects, based on availability, qualifications, and need. For Forest Service prescribed fire projects, a separate agreement will be executed.

# **Smoke Management:**

Within their authorities, the Parties to this Agreement agree to cooperate in smoke management efforts. The Wyoming Department of Environmental Quality, Air Quality Division, Smoke Management Program has access to the Wyoming State Forestry Division Wildfire Reporting Program and will assist in the coordination of smoke management within the state in support of the Wyoming Air Quality Standards & Regulations Chapter 10, Section 4, Smoke Management Requirements.

# **OPERATIONS**

# Fire Notifications and Reporting:

All fires and initial action on or near State or Federal land under the protection of an Entity to this agreement will be reported as soon as possible to the protecting Entity through the appropriate Interagency Dispatch Center and further instructions agreed upon. The appropriate Interagency Dispatch Center will in turn, notify the appropriate Entity of all fires within their respective fire District boundaries.

#### **Initial Attack:**

If one or more Entities to this agreement arrive on initial attack, the first Entity on the scene will assume command or what is mutually agreed upon between those entities first arriving to the incident. Once protection responsibilities are established, the protecting Entity will either assume command or request a supporting Entity to do so.

# **Independent Action on Lands Protected by Another Entity:**

Nothing herein shall prohibit any Entity, on its own initiative, with notification and coordination with the protecting Entity and without requesting reimbursement from going upon lands known

to be protected by another Entity to engage in suppression of wildland fires, when such fires are a threat to lands within that Entity's protection responsibility.

# **Special Management Considerations:**

# Heavy Equipment Use

Heavy equipment use provisions will be defined in County attachments as guidelines differ across the State.

# Use of Aerial Retardant on Federal Lands

Pursuant to agency policy, each federal management unit has identified areas where aerial retardant may not be applied, unless a decision by the Incident Commander determines that human life or safety is threatened and retardant will mitigate that threat. These areas are identified on a map for each unit and may include areas within 300 feet of waterways (streams and lakes); where threatened, endangered, or sensitive species habitat occurs that could be impacted by retardant; and/or where cultural resources exist that have been identified for exclusion from retardant. If retardant is applied in these areas, the agency administrator must be notified for reporting requirements to be met.

# **Special Lands Designations**

On Wilderness lands (Congressional Designated, Wilderness Study Areas, and Recommended/Proposed/Potential Wilderness), and Areas of Critical Concerns (BLM) special tactics must be used. No motorized equipment may be used without proper approval including chainsaws, portable pumps and helicopter landings. Minimum Impact Suppression Tactics (MIST) will be utilized in order to minimize adverse impacts of management actions. Fire management resources will be advised of this and briefed on MIST. Sage Grouse – General Habitat, Priority Habitat and Sagebrush Focal Areas are identified as high value areas to protect from disturbances from wildfires. Aggressive actions and coordination will be taken on all wildfire incidents with these identified areas.

#### **Decision Process:**

#### Escaped Fires or Fires Threatening Other Jurisdictions

Field personnel involved in fire suppression action will contact the other protecting Entities as soon as possible after a fire escapes or threatens to escape initial attack near intermingled ownership (defined as different ownership within 1 mile of the fire or it is anticipated that other ownerships may be involved) and a Unit Administrator Group (see Glossary) will be assembled by the initial attack Entity to represent the jurisdictional Entities involved with that fire. For a

list of the designated representatives for creating a unit administrator group, see the directory in (Attachment A, B, C, D, and E)

# 1. Guidelines for assembling the Unit Administrator Group:

- a. A wildland fire that escapes initial attack or threatens other jurisdiction .
- b. The fire is to be determined at a Type III or higher complexity level.
- c. Containment is not anticipated before the next burning period.

# 2. The Unit Administrator Group's functions is:

- a. To participate in development and approval of wildfire decision documents for managing a fire incident.
- b. To recommend to the appropriate Line Officer(s) the level at which the incident should be managed.
- c. To prepare a Delegation of Authority for Line Officer(s) signature.
- d. To act as the representative for the respective Entity.
- e. To develop incident management objectives and agree on management actions needed.
- f. To initiate a written cost share agreement for Line Officer(s) approval with signatures prior to the end of the fire. (See Example in Wyoming Wildland Fire Resource Mobilization Guide)
- g. To agree to all expenditures whenever the suppression plan must be modified including mop-up, rehab and patrol after demobilization of the fire.
  - 1) The Incident Commander/Unified Command will provide the Unit Administrator Group with an estimated fire cost daily.
  - 2) The Incident Commander/Unified Command and the Unit Administrator Group will reach mutual agreement when the fire situation is such that the group can be demobilized.

# **Delegation of Authority:**

It is recognized that initial attack and rapidly expanding incidents often involve multijurisdictions. Determining the appropriate jurisdiction—and obtaining delegations of authority in an efficient and effective manner is often difficult and may be further hampered by the remoteness of incidents in relation—to Entities having authority and jurisdictional responsibility.

The Entities which are party to the Annual Operating Plan agree that initial attack delegation will be valid until a qualified incident commander from the entity having jurisdiction is on scene, or a revised or updated incident specific delegation of authority is signed. The Incident Commander being delegated authority should be confirmed through the dispatch log for that position from the Interagency Dispatch Center. Incidents that have been declared as exceeding initial attack and

transition to extended attack should have an incident specific delegation of authority in place as soon as possible.

#### **Preservation of Evidence/Fire Cause Determination:**

Each Entity is responsible for investigating and taking appropriate law enforcement action for all fires on lands under their jurisdiction. The initial attack Incident Commander will take all responsible precautions to preserve evidence found.

Entities shall render mutual assistance in investigation and law enforcement activities and in court prosecutions to the fullest extent possible. Each Entity shall be responsible for fire-related law enforcement activities on wildfires that originate on their respective lands. To the extent permitted by Federal and State law, the protecting Entity will provide investigation files relative to the fire to the Jurisdictional Entity for legal action and/or prosecution.

# REIMBURSEMENT OF INTERAGENCY FIRE RESOURCES

#### **Cost Share Agreement:**

In situations where an incident encompasses land under the protection or jurisdictional responsibility of more than one Entity, a cost share agreement will be initiated prior to fire being declared controlled and negotiated on a case by case basis

Where agreement cannot be reached regarding incident strategies, tactics or costs, the discussion will be elevated to the next level of Entity administrators representing each Entity.

For incidents that go beyond the reciprocal period (mutual aid) it should be noted in the Cost Share Agreement that reciprocal (mutual aid) period will not apply; all costs will begin at the start of the incident, unless otherwise specified by an individual district attachment. (i.e. For the sake of this cost share agreement, all costs will be collected from the beginning of the incident and no mutual aid period will apply.)

#### **Private Lands:**

Costs associated with the protection of privately owned land and structures are the responsibility of the local Entity that has jurisdiction for the private property.

# Federal Lands w/Private Structures:

The protection of privately owned structures on federal lands are the responsibility of the local Entity that has jurisdiction for the private structures. Structure protection responsibilities of the local Entity include actions taken directly on the structure or the immediate area surrounding structure. The federal agencies will be responsible for cost associated with keeping the fire from reaching the structures.

Entities that elect not to suppress an ignition with intent to manage the fire for resource benefits are responsible for the cost associated with that fire. This includes the cost of protecting private land, structures and infrastructure, as well as other State and Federal managed lands, unless negotiated with the other affected jurisdiction.

For incidents that have an initial response objective of protection (suppression) and it is later determined that there is also an opportunity to effectively manage a portion of the incident for resource benefit objectives, Entities should follow the standard cost share principles and many need to develop additional cost share agreements based on changes in the situation and objectives.

The local Entity is responsible for developing structure protection plans and coordinating with the incident management team to implement the plan. This could include the local Entity preparing the plan themselves or working with the incident management team to obtain resources to prepare and implement the plan. The local Entity is responsible for determining any actions to be applied directly to a structure such as wrapping; applying foam, fire gels, or other retardants; sprinkler on roofs, etc.

#### **State Trust Lands w/Private Structures:**

The protection of privately owned structures on state trust lands are the responsibility of the local fire service Entity that has jurisdiction for the private structures. Structure protection responsibilities of the local fire service Entity include actions taken directly on the structure of the immediate area surrounding structure. Wyoming State Forestry Division will be responsible for costs associated with keeping the fire from reaching the structures.

# **Training:**

The Entities party to this agreement will coordinate wildland fire training locally, within the county, state and the Geographic Area.

# **Communication Systems:**

Communication frequencies to be used for initial attack are included in each district's attachment.

All Entities will utilize the current year Standard Air to Ground naming convention adopted by the National Interagency Incident Communication Division.

All Entities to this agreement give permission for the use of their respective entities radio frequencies for emergency use only.

# **Aviation Operations:**

- 1. Aerial resources may be used with prior approval of the jurisdictional Entity unless otherwise specified under "Special Management Considerations" of this plan.
- 2. Aerial resources will be paid for by the requesting Entity if prior approval has not been obtained.
- 3. Air to air and air to ground frequencies with designated ground contacts need to be established with dispatch.
- 4. Aviation use will be requested through the appropriate interagency dispatch center.

# **Billing Procedures:**

# A. Out of State:

- 1. Federal Agencies will not bill each other for fire suppression. See Section C for State and County billings.
- 2. When non-federal resources respond to incidents outside the State of Wyoming, bill should be submitted to WSFD Headquarters.
- 3. Wyoming State Forestry Division will audit, may reimburse, and forward all completed bills for services to the Forest Service under these qualifying conditions:
  - I. When non-federal resources respond to incidents which are outside the State of Wyoming but are within USDA Forest Service Jurisdiction.
  - II. When the USDA Forest Service is the Lead Agency for Payment.

All completed bills will then be sent to the appropriate Forest Service at the address listed in Section C.

- 4. When non-federal resources respond outside the State of Wyoming to incidents that are under US DOI Jurisdiction or where the US DOI is the Lead Agency for Payment, Wyoming State Forestry Division will audit, may reimburse, and forward all completed bills for services to the appropriate DOI Agency at the address listed below in Section C.
- 5. <u>Payment Due Dates:</u> All bills will have a payment due date 30 days after the date of issuance. If payment cannot be made before the 30 days expire, then a 30-day extension, with oral or written justification, may be requested. Voucher difference statements will accompany any payment made that is different that the amount billed.
- 6. <u>Disputed Billings:</u> Written notice that a bill is contested will be mailed to the billing agency within 30 days of issuance of the final bill, and will fully explain the area of dispute. Contested items will be resolved within the designated waiver period.
- 7. <u>Fire Cost Meeting:</u> The Entities that are party to the cost share agreement will gather their suppression costs and meet to discuss these costs. Contested items will be resolved by signature parties if consensus cannot be reached, these costs will be elevated to the next higher level of management for resolution. After costs for fire suppression have been agreed upon then a bill will be issued to the owing party.
- 8. All supporting Entities are subject to examination and audit for 3 years after final payment.
- 9. In order to receive EFT payments, Wyoming counties shall register in SAM, <a href="https://www.sam.gov">www.sam.gov</a>, and follow the instructions on line.

#### B. In-State:

- 1. When State or County resources are used and the fire management activity is within the State of Wyoming, the State or County will bill either: WSFD or the protecting host unit.
- 2. When the State is the jurisdictional Agency, the Federal Agencies will submit their individual billings to the State and the State will reimburse each individual Agency. When the County is the jurisdictional entity, the Federal Agencies may submit their individual billings to the County and the County will reimburse each individual Agency.

- 3. Payment for Wyoming State/County resources will be made direct to the appropriate State/County identified in the billing. The State will coordinate billing questions or disputes with the appropriate County.
- C. <u>Billing Addresses</u>: All bills for services provided to the Wyoming State Forestry Division or to Counties will be submitted to addresses identified in the Appropriate Annual Operating Plans or as listed below:

All bills for services provided to Wyoming State Forestry Division will be submitted to:

Wyoming State Forestry Division Headquarters Office 5500 Bishop Blvd. Cheyenne, WY 82002

All bills for services provided to a County in Wyoming:

Refer to the Wyoming Wildland Fire Resource Mobilization Guide on the following website for the County are you to bill: <a href="http://wsfd.wyo.gov/fire-management/fire-business">http://wsfd.wyo.gov/fire-management/fire-business</a>

All bills for services provided to the Bureau of Reclamation will be mailed to:

Scott Hettinger Environmental Division Manager Bureau of Reclamation, Dakotas Area Office P.O. Box 1017 Bismarck, ND 58502

All bills for services provided to the Rocky Mountain Region – Forest Service will be mailed to:

USDA Forest Service, Rocky Mountain Region Attn: Incident Business – Regional Budget Office 1617 Cole Boulevard, Building 17 Lakewood, CO 80401-3305

All bills for services provided to the Intermountain Region – Forest Service will be mailed to:

USDA Forest Service, Intermountain Region Attn: Incident Business – Regional Budget Office 324 25<sup>th</sup> Street Ogden, UT 84401 All bills for services provided **out of state** to the DOI Department of Interior/BLM will be mailed to:

BLM Wyoming State office Attn: Fire Program Analyst PO Box 1828 5353 Yellowstone Road Cheyenne, WY 82009

All bills for services provided **in state** to the DOI Department of Interior/BLM will be mailed to appropriate BLM WY District:

BLM High Plains District Attention: Fire Management Officer 2987 Prospector Drive Casper, WY 82604

BLM Wind River/Bighorn Basin District Attention: Fire Business Specialist 101 S. 23rd Street PO Box 119 Worland, WY 82401

BLM High Desert District Attention: Fire Business Specialist 280 Highway 191 North Rock Springs, WY 82901

All bills for services provided to the DOI Department of Interior/NPS Intermountain Region will be mailed to:

NPS – Intermountain Region Attn: Fire Budget Analyst 12795 W. Alameda Parkway Lakewood, CO 80228 All bills for services provided to the DOI Department of Interior/BIA will be mailed to:

Bureau of Indian Affairs – Rocky Mountain Region Branch of Fire & Forestry Attn: Budget Analyst 2021 4<sup>th</sup> Avenue North Billings, MT 59101

All bills for services provided to the DOI Department of Interior/FWS will be mailed to:

US Fish & Wildlife Service Mountain Prairie Region 6 134 Union Blvd, Suite 300 Lakewood, CO 80226

- D. The non-federal Entities of Wyoming are cooperators, not contractors. Reference the Wyoming Wildland Fire Resource Mobilization Guide (Mini Mob Guide) for Wyoming Firefighters Pay Plan and Equipment Use Rates. Emergency Equipment Rental Agreements will only be executed for equipment not listed above .
- E. The Jurisdictional Entity is not obligated to reimburse the Supporting Entity for costs incurred during the Reciprocal (Mutual Aid) period unless otherwise specified in a cost share agreement.
- F. <u>Fire Numbers:</u> Entities will share their respective individual fire numbers for cross referencing purposes.
- G. <u>Billing Estimates/Time Frames:</u> On fires where costs are incurred pursuant to the terms of this agreement, the billing Entity shall submit a bill or estimate for reimbursement as soon as possible, but not later than 120 days after the fire is controlled. If the total cost is not known at the time of initial billing, a partial bill, so identified, may be submitted. A final bill, so identified, will be issued within 270 days after control of the fire.

Billing deadlines set forth herein are intended merely to encourage prompt billing, and failure to meet billing deadlines shall not be construed as a release or waiver of claims for reimbursement against the other Entity.

For obligation purposes, the Federal Entities will submit unpaid obligatory figures to the non-federal Entities by May 15. The non-federal Entities will submit unpaid obligatory figures to the appropriate federal Entity by September 15 for the previous federal fiscal year.

After the final billing has been sent and additional costs are identified, a supplemental billing may be issued if agreeable to applicable Entities.

H. <u>Billing Content:</u> A separate bill will be submitted for each fire. Bills or State Form WSFD-41, Exhibit B Invoice Form for Wyoming Firefighters and Equipment (WSFD-41) will be summarized by major categories. Bills or WSFD-41 will include incident name, location, accounting code, jurisdictional unit, incident number, appropriate resource order number, inclusive dates, and will be supported by originals or copies of the following:

Fire Time Reports, OF-288
Summary of travel charges
Equipment Use Invoice and Daily Shift Tickets
Credit card bill, list of purchases
Cost Share Agreement, when applicable
Copy of Resource Order

For out of state resources used on state or private land incidents, their bills will be sent to the address below. Wyoming State Forestry Division will either make payment or forward the bill to the appropriate Entity for payment.

Shielah Esterholdt Wyoming State Forestry Division 5500 Bishop Blvd. Chevenne, WY 82002

#### **Cost Recovery:**

The Authorized Representatives of affected Entities will attempt to reach mutual agreement, as soon as possible after a fire start, on the strategy that will be used to recover suppression costs and damages from the individuals liable for such costs and damages. Such strategy may alter interagency billing procedures, timing and content as otherwise provided in this Agreement. Any Entity may independently pursue civil actions against individuals to recover suppression costs and damages.

# **GENERAL PROVISIONS**

# **Personnel Policy:**

Employees of the Entities to this Agreement shall be subject to the personnel rules, law and regulations of their respective Entity, unless they are employed temporarily by another Entity to this Agreement and the authority under which such temporary employment is authorized provides that such employees shall be subject to the employing Entity's personnel laws and regulations.

#### **Modifications:**

Modifications within the scope of this Agreement shall be made by mutual consent of the Entities, by the issuance of a written modification request with a minimum of 20 day notice, signed and dated by all Entities, prior to any changes being performed. No Entity is obligated to fund any changes not properly approved in advance.

#### **Annual Review:**

This Annual Operating Plan is reviewed annually. Wyoming State Forestry Division will be the lead Entity responsible for preparing the plan.

#### **Duration of Agreement:**

This Annual Operating Plan remains in effect until December 31<sup>st</sup>, 2020. This plan becomes effective on the date signed by each Entity. It may be terminated upon 20 days written notice to all Entities.

# **Sovereign Immunity:**

The parties do not waive sovereign immunity by entering into this Agreement and specifically retain immunity and all defenses available to them pursuant to State and Federal law.

# **ATTACHMENT D - DISTRICT 4**

This Plan is between the USDI Bureau of Land Management (BLM), Wyoming State Forestry Division (WSFD) 20-FO-11040300-028, USDA Forest Service (USFS), USDI National Park Service (NPS), USDI Fish & Wildlife Service (USFWS), South Lincoln County Fire District, Bear River Fire District, Upper Valley Fire District, Alpine Fire District, Lincoln County 20-FO-11040300-029, Sublette County 20-FO-11040300-030, City of Rock Springs, Sweetwater County Fire District #1, City of Green River, Eden-Farson Fire District, Town of Granger, Town of Wamsutter, Sweetwater County 20-FO-11040100-008, Teton Village Special Fire District, Teton County 20-FO-11040300-031, Uinta County Fire Protection & Emergency Services Joint Powers Board, and Uinta County 20-FO-11040100-007.

# **Interagency Dispatch Centers:**

# 1. For initial dispatch

Lincoln Co. - in the southern 2/3 of the county, fires on State, Private, BLM, and USFWS ownership will use Casper Interagency Dispatch Center as the dispatch contact. For fires on USFS and NPS ownership, Teton Interagency Dispatch Center will be used. In the northern 1/3 of the county (Star Valley), fires on all ownerships with the exception of the Caribou-Targhee National Forest will use Teton Interagency Dispatch Center. Fires on the Caribou-Targhee National Forest will use Eastern Idaho Interagency Dispatch. On multi-jurisdictional fires and incidents with poor radio communications the Incident Commander, in coordination /agreement with the dispatch centers and appropriate Duty Officers, will determine which dispatch center will be used based on acceptable radio communications. All responding units will be informed on which dispatch center is being used along with assigned frequencies for the incident. The responsible Agencies dispatch center will be updated on the progress and any significant events when a different dispatch center is providing support to an incident.

Sublette Co. - for interagency fires within Sublette County, either Teton Interagency Dispatch Center or Casper Interagency Dispatch Center will be used as dispatch contact. Fires will be dispatched according to dispatch center boundaries. On multijurisdictional fires and incidents with poor radio communications the Incident Commander, in coordination/agreement with the dispatch centers and appropriate Duty Officers, will determine which dispatch center will be used based on acceptable radio communications. All responding units will be informed on which dispatch center is being used along with assigned frequencies for the incident. The responsible Agencies dispatch center will be updated on the progress and any significant events when a different dispatch center is providing support to an incident.

For the reporting and assigning of the appropriate fire numbers on interagency fires within Sublette County, dispatch center boundaries will be the determining factor as to which dispatch center is responsible to do so.

Sweetwater Co. - on State, Private, BLM High Desert District, and USFWS ownership fires, Casper Interagency Dispatch Center will be used for the dispatch contact, on Wind River Bighorn Basin District BLM ownership fires, Cody Interagency Dispatch Center will be used. For fires on USFS ownership, Uinta Basin Interagency Fire Center will be used. On multi-jurisdictional fires the Incident Commander(s), in conjunction with the interagency dispatch center managers, will determine which dispatch center to use.

<u>Teton Co.</u> - for all interagency fires within Teton County with the exception of those originating on the Caribou-Targhee National Forest, Teton Interagency Dispatch Center will be used for the dispatch contact, fires on the Caribou-Targhee National Forest will use Eastern Idaho Interagency Dispatch. Communication frequencies to be used for initial attack will be according to the jurisdictional authority of the incident.

<u>Uinta Co.</u> - on State, Private, and BLM ownership fires, Casper Interagency Dispatch Center will be used for the dispatch contact. For fires on USFS ownership, Northern Utah Dispatch Center will be used. On multi-jurisdictional fires, the Incident Commander(s) in conjunction with the interagency dispatch center managers will determine which dispatch center to use.

# 2. Interagency Dispatch Operations

All signing entities agree to incorporate Interagency Dispatch Center Annual Operating Plans as references to this document where applicable.

Dispatch Centers servicing WSFD District 4 will utilize the neighboring dispatch closest to the incident when ordering resources for initial attack and rapidly evolving incidents regardless of GACC boundaries.

# **PREPAREDNESS**

# **Methods of Fire Protection and Suppression:**

# Reciprocal Fire Protection Services (Mutual Aid)

- 1. All jurisdictional lands within Wyoming State Forestry Division District 4 (Lincoln, Sweetwater, Sublette, Teton, and Uinta Counties), with the exception of Bureau of Reclamation (BOR) and Wyoming State Parks, will be considered to be in the reciprocal fire protection zone. Initial attack will be reimbursable on BOR and State Parks land.
- 2. Due to the ownership pattern and the response time, within the reciprocal fire protection zone, each Entity shall assume its own full cost of expenditures for a maximum of 24 hours following the initial report of the fire. Costs incurred after the

#### 20-FO-11040300-028

reciprocal fire protection period ends will be reimbursed by the protecting Entity. The protecting Entity will be determined as soon as possible. All fires will be reported to the protecting Entity as soon as possible.

- 3. Reciprocal protection is not construed as an automatic dispatch. Therefore, priority will be given to the release of a supporting Entity when it is mutually agreed upon by the initial attack IC that the fire situation is such that the protecting Entity's forces on the scene can adequately control the incident. Furthermore, within its capabilities, the protecting Entity will render support to the supporting Entity to include but not limited to food, water, and additional forces to expedite release of the supporting Entity in advance of the maximum reciprocal fire protection period.
- 4. Entities will notify the BOR Agency Administrator or State Parks District Manager (as listed in Attachment 2) as soon as possible when Initial Attack is not sufficient to control a fire.

#### **Bureau of Reclamation**

For all wildfires on BOR administered land, bills should go to the BOR point of contact.

# **State Parks**

For all wildfires on State Parks administered land, bills should go to the Agency with surface jurisdiction.

#### **OPERATIONS**

#### **Aviation**

# Sublette County Search and Rescue Helicopter

The Sublette County Search and Rescue (SAR) Helicopter will be available for authorized missions on the Bridger-Teton National Forest (BTNF) in accordance with the current Cooperator Letter of Approval issued by the Forest Service Intermountain Region (IMR) with the following conditions:

- 1. The aircraft will be available for wildland fire operations to include initial attack on lands under protection of the BTNF in Sublette, Teton, Fremont, and Lincoln Counties based on aircraft availability. The aircraft will be released from any incident upon request from Sublette County for higher priority life safety missions within Sublette County.
- 2. Sublette County will provide a carded pilot and carded aircraft qualified to fly on USFS Incidents and the equipment to accomplish the missions listed in the current Coop Letter between Sublette County and the IMR. The BTNF will be responsible for providing a qualified Helicopter Manager for the aircraft while it is on USFS Incidents. In the event that the Sublette County aircraft is needed for other incidents it will be ordered by the

protecting federal entity.

- 3. Refer to the Aviation Operations section covered in the Wildland Fire Management AOP for use and reimbursement of Interagency Fire Resources along with cost outlined in the current Sublette County Helicopter Cost letter found in Exhibit B of this document.
- 4. The Sublette County SAR ship will be requested by contacting Sublette County Dispatch at 307-367-4378.
- 5. Once assigned to a federal or multi-jurisdictional incident flight following will be provided by the Ordering Dispatch Center.
- 6. The Sublette County SAR ship will be based out of Pinedale Airport.
- 7. Use of the Sublette County SAR helicopter is not covered under the Reciprocal Fire Protection Services outlined in this document.

# BLM Use Restrictions for Sublette County SAR Helicopter

- 1. The Sublette County SAR helicopter will not operate on single jurisdiction BLM fires within WSFD District 4. On multi-jurisdictional fires the SAR aircraft is present on it will remain under the operational control of either Sublette County or the USFS depending on the ordering entity.
- 2. Teton Interagency Dispatch Center and Sublette 911 will be the primary flight following dispatches within WSFD District 4. Casper Dispatch will only be used for flight following for the SAR aircraft if requested by another dispatch center due to compromised communications.
- 3. If the SAR aircraft is used on a multi-jurisdictional fire that includes BLM lands the costs of the SAR aircraft will be solely the responsibility of Sublette County or the USFS as determined by who is the ordering entity.

# **Special Management Considerations:**

#### Federal Lands (BLM, USFS, NPS, USFWS)

The intent of these considerations is to provide guidance to initial responders regarding federal lands. In particular they are aimed at non-federal responders that may not be familiar with this management direction. These considerations may be modified if a decision by the initial attack Incident Commander determines that

human life or safety is imminently threatened.

<u>Heavy Equipment:</u> Use of a dozer, road patrol, or grader is not authorized for suppression except in situations when the Field Manager/District Ranger/Project Leader/Park Superintendent, (in coordination with Duty Officer or designated official) provides verbal consent. This will be followed by written documentation to the Incident Commander. Within USFS wilderness lands, heavy equipment requires Regional Forester Approval. All heavy equipment must remain on roads until a Resource Advisor arrives on scene to provide site specific guidance.

#### Wildland Urban Interface Protection

The operational role of federal and State agencies as partners in the wildland urban is wildland firefighting, hazard fuels reduction, prevention/education/mitigation, and technical assistance. Any fire service entity or resource may take action to prevent a wildland fire from reaching a structure, depending upon the location of the wildland fire and the chosen management strategy. Structural fire suppression is the responsibility of tribal or local governments. State and federal agencies may assist with exterior structural protection activities within the limits of their agencies policies. During wildfire incidents, development and implementation of structure protection plans and coordination with an Incident Management Team is a responsibility of the structure protection entity. Structure protection tasks may be delegated to an incident management team at the discretion of the responsible jurisdiction.- Costs associated with the protection of privately owned structures on private or public (Federal or State) lands are the responsibility of the Agency or fire service entity that has jurisdiction for protecting the structure unless stipulated otherwise by agreements (e.g. - Special Use Permits). Structural fire suppression is the responsibility of local fire service Entities. Keeping an approaching wildfire from reaching a structure may be the responsibility of any of the parties to this agreement depending upon the location of the wildfire, ownership of the structure, and the chosen management strategy.

#### **Entirety of Agreement:**

This Agreement consisting the 2020 Master Template, Attachment D- District 4, Attachment 1, Attachment 2, Attachment 3, Exhibit A, and Exhibit B totaling 56 pages and the current Wyoming Wildland Fire Resource Mobilization Guide represents the entire and integrated Agreement between the Entities.

# **Authorized Representatives/Signatures:**

By signature below, all signatories to this Annual Operating Plan certify that the individuals listed in this document are authorized to act in their respective areas for matters related to this Annual Operating Plan. By my signature below, I authorize my signature to be photocopied into each and all of the Annual Operating Fire Plans for the Wyoming Interagency Cooperative Fire Management Agreement.

I understand that my Entity will be provided a copy of the agreement with a photocopied signature page when the required signatures are obtained.

THE PARTIES HERETO, as evidenced by their authorized signature below, have executed, and thereby entered into, this agreement upon the date of the last signature below.

PREPARED AND APPROVED BY:

# **Lincoln County**

Chairman, Lincoln County Commissioners 925 Sage Street, Kemmerer, WY 83101	(Printed Name)	Date	
Lincoln County Fire Warden P.O. Box 203, Cokeville, WY 83114	(Printed Name)	Date	
Chairman, Alpine Fire District P.O. Box 3785, Alpine, WY 83128	(Printed Name)	Date	
Chairman, Bear River Fire District P.O. Box 99, Cokeville, WY 83114	(Printed Name)	Date	
Chairman, South Lincoln County Fire District P.O. Box 188, Kemmerer, WY 83101	(Printed Name)	Date	
Chairman, Upper Valley Fire District P.O. Box 546, Afton, WY 83110	(Printed Name)	Date	

# **Sublette County**

Chairman, Sublette County Commissioners 21 South Tyler Avenue, Pinedale, WY 82941	(Printed Name)	Date
Sublette County Fire Warden 130 South Fremont Avenue, Pinedale, WY 82941	(Printed Name)	Date
Sweetwater County		
Chairman, Sweetwater County Commissioners Courthouse, Green River, WY 82935	(Printed Name)	Date
Sweetwater County Fire Warden 430 Blair Avenue, Rock Springs, WY 82901	(Printed Name)	Date
Mayor, Town of Granger P.O. Box 42, Granger, WY 82934	(Printed Name)	Date
Mayor, City of Rock Springs 212 D Street, Rock Springs, WY 82901	(Printed Name)	Date
Mayor, City of Green River 50 East 2 <sup>nd</sup> North, Green River, WY 82935	(Printed Name)	Date
Mayor, Town of Wamsutter P.O. Box 6, Wamsutter, WY 82336	(Printed Name)	Date
Chairman, Eden-Farson Fire District P.O. Box 6, Farson, WY 82932	(Printed Name)	Date
Chairman, Sweetwater County Fire District #1 3010 College Drive, Rock Springs, WY 82901	(Printed Name)	Date
Fire Chief, Rock Springs Fire Department 600 College Drive, Rock Springs, WY 82901	(Printed Name)	Date

# **Teton County**

Chairman, Teton County Commissioners P.O. Box 1727, Jackson, WY 83001	(Printed Name)	Date
Attest: Teton County Clerk P.O. Box 1727, Jackson, WY 83001	(Printed Name)	Date
Teton County Fire Warden P.O. Box 901, Jackson, WY 83001	(Printed Name)	Date
Chief, Teton Village Special Fire District P.O. Box 56, Teton Village, WY 83025	(Printed Name)	Date
<u>Uinta County</u>		
Chairman, Uinta County Commissioners 225 9th Street, Evanston, WY 82930	(Printed Name)	Date
Attest: Uinta County Clerk 225 9th Street, Evanston, WY 82930	(Printed Name)	Date
Uinta County Fire Warden P.O. Box 640. Evanston, WY 82931	(Printed Name)	Date
President, Uinta County Rural Fire District 3301 County Road 165, Evanston, WY 82930	(Printed Name)	Date
Chairman Uinta County Emergency Services Joint Powers Board P.O. Box 640, Evanston, WY 82931	(Printed Name)	Date
Bureau of Land Management		
District Manager High Desert District Office, Bureau of Land Management 280 Highway 191 North, Rock Springs, WY 82901	(Printed Name)	Date

District Manager Wind River/Big Horn Basin District Office, Bureau of Land Managen P.O. Box 119, Worland, WY 82401	(Printed Name) nent	Date
<u>United States Forest Service</u>		
Regional Forester, Region 4 USFS 324 25 <sup>th</sup> Street, Ogden, UT 84401	(Printed Name)	Date
National Park Service		
Superintendent, Fossil Butte National Monument P.O. Box 592, Kemmerer, WY 83101	(Printed Name)	Date
Superintendent, Grand Teton National Park and the John D. Rockefeller Jr. Memorial Parkway P.O. Box 170, Moose, WY 83012	(Printed Name)	Date
US Fish & Wildlife Service		
Project Leader, National Elk Refuge P.O. Box 510, Jackson, WY 83001	(Printed Name)	Date
Project Leader Central Sage Steppe Refuge Complex, US Fish & Wildlife Service P.O. Box 700, Green River, WY 82935	(Printed Name)	Date
Wyoming State Forestry Division		
District Forester, Wyoming State Forestry Division P.O. Box 544, Lyman, WY 82937	(Printed Name)	Date

# -41°30'0"N -41°0'0"N 42°0'0"N 107°30'0"W Whiskey, Peak Bureau of Land Management Bureau of Reclamation Eden - Farson Fire District Latham Draw BLM\_Radio\_Repeaters Reliance Fire District Richigh With. City Boundaries **\*** LEGEND Major Roads County Line Fish & Wildlife Forest Service Fire District #1 Private Water State 108°0'0'W 108°0'0"W SWEETWATER COUNTY OWNERSHIP **1**08°30'0"W **EXHIBIT A** 109°30'0"W 109°30'0"W 110°0'W 110°0'0"W 41°0'0"N-42°0'0"N-41°30'0"N-

Meeting Date Requested:	Contact Phone and E-mail:			
May 5, 2020	307-382-6880 dbrubaker@FlyRKS.com			
Presenters Name, Title and Name of Organization:  Devon Brubaker, Airport Director Southwest Wyoming Regional Airport  Krisena Marchal, County Grants Manager Sweetwater County	Exact Wording for Agenda: Approval of the Airport Improvement Program Grant Agreement for CARES Act Funding			
Preference of Placement on Agenda & Amount of Time Requested for Presentation 10 minutes - Anytime	Will there be handouts? (If yes, include with meeting request form) Yes, AIP Grant Agreement			
Will handouts require SIGNATURES: Yes, See Below Please check the box and briefly explain if Your item should be marked confidential:	If you are submitting a Resolution or Proclamation- please email, in Word Format, to shoemakers@sweet.wy.us			
Additional Information:				
The AIP Grant Agreement will be emailed to the Chairman and D	Deputy County Attorney for e-signatures using a new FAA process.			
REQUEST	ED ACTION:			
Motion to approve, and authorize the Chairman to sign, the	Airport Improvement Program CARES Act Grant Agreement.			

# **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: <a href="mailto:shoemakers@sweet.wy.us">shoemakers@sweet.wy.us</a>
  \*\*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 <u>AFTER</u> the deadline, you will be considered for the next meeting date.

The Board of County Commissioners meets in regular session the first and third Tuesday of every month.

The meetings are open and the public is invited to attend.

The meetings are held in the commission meeting room:

80 West Flaming Gorge Way Meeting Room #115 Green River, Wyoming

The following are meeting dates for 2020:

# **BOCC MEETING DATES**

January 7, 2020	JANUARY 21, 2020
FEBRUARY 04, 2020	FEBRUARY 18, 2020
March 03, 2020	March 17, 2020
April 07, 2020	APRIL 21, 2020
May 05, 2020	May 19, 2020
JUNE 02, 2020	JUNE 16, 2020
July <b>07</b> , 2020	JULY <b>21, 2020</b>
August 04, 2020	AUGUST 18, 2020
SEPTEMBER 01, 2020	SEPTEMBER 15, 2020
OCTOBER 06, 2020	OCTOBER 20, 2020
November 03, 2020	NOVEMBER 17, 2020
DECEMBER 01, 2020	DECEMBER 15, 2020



# Northwest Mountain Region Colorado · Idaho · Montana · Oregon · Utah Washington · Wyoming

Denver Airports District Office 26805 E. 68th Ave., Suite 224 Denver, CO 80249

{{DateTime\_es\_:signer1:calc(now()):format(date," mmmm d, yyyy")}}

The Honorable Tim Kaumo, Mayor City of Rock Springs 212 D Street Rock Springs, WY 82901

Mr. Randal "Doc" Wendling, Chairman Sweetwater County Board of Commissioners 80 W. Flaming Gorge Way Green River, WY 82935

Chief James Wamsley, Chairman Rock Springs-Sweetwater County Airport Board 382 Highway 370 Rock Springs, WY 82901

Dear Mayo Kaumo, Chairman Wendling and Chairman Wamsley:

Please find the following electronic CARES Act Grant Offer, Grant No. 3-56-0025-039-2020 for the Southwest Wyoming Regional Airport. This letter outlines expectations for success. Please read and follow the instructions carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, **no later than May 30, 2020**, in order for the grant to be valid.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. The grant offer must be digitally signed by the sponsor's legal signatory authority and then the grant offer will be routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, an email with the executed grant will be sent to all parties.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the

attached Grant Agreement for more information regarding the use of this System. The terms and conditions of this agreement require you drawdown and expend these funds within four years.

An airport sponsor may use these funds for any purpose for which airport revenues may be lawfully used. CARES grant recipients should follow the FAA's Policy and Procedures Concerning the Use of Airport Revenues ("Revenue Use Policy"), 64 Federal Register 7696 (64 FR 7696), as amended by 78 Federal Register 55330 (78 FR 55330). The Revenue Use Policy defines permitted uses of airport revenue. In addition to the detailed guidance in the Revenue Use Policy, the CARES Act states the funds may not be used for any purpose not related to the airport.

With each payment request you are required to upload directly to Delphi:

- An invoice summary, even if you only paid a single invoice and
- The documentation in support of each invoice covered in the payment request.

For the final payment request, in addition to the requirement listed above for all payment requests, you are required to upload directly to Delphi:

- A final financial report summarizing all of the costs incurred and reimbursed, and
- An SF-425, and
- A narrative report.

The narrative report will summarize the expenses covered by the CARES Act funds and state that all expenses were in accordance with the FAA's Policy and Procedures Concerning the Use of Airport Revenues and incurred after January 20, 2020.

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in <u>Federal awards</u> to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

Once you have drawn down all funds and uploaded the required documents to Delphi, notify Rebecca Wersal by email (Rebecca.Wersal@faa.gov) that the grant is administratively and financially closed. We are readily available to assist you and your designated representative with the requirements stated herein. If you have additional questions, please contact Rebecca at 303-342-1257. We sincerely value your cooperation in these efforts.



#### CARES ACT AIRPORT GRANT AGREEMENT

PART I - OFFER

Federal Award Offer Date

{{DateTime\_es\_:signer1:calc(now()):format(date," mmmm d, yyyy")}}

Airport/Planning Area

Southwest Wyoming Regional

CARES Grant Number 3-56-0025-039-2020

Unique Entity Identifier 18-301-6310

TO: City of Rock Springs and County of Sweetwater, Wyoming and the Rock Springs-Sweetwater County Airport Board

(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Coronavirus Aid, Relief, and Economic Security Act (CARES Act or "the Act") Airports Grants Application (herein called the "Grant") dated April 20, 2020, for a grant of Federal funds at or associated with the Southwest Wyoming Regional Airport, which is included as part of this Grant Agreement; and

WHEREAS, the Sponsor has accepted the terms of FAA's Grant offer;

WHEREAS, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the Grant Application for the Southwest Wyoming Regional Airport (herein called the "Grant") consisting of the following:

This Grant is provided in accordance with the CARES Act, as described below, to provide eligible Sponsors with funding to help offset a decline in revenues arising from diminished airport operations and activities as a result of the COVID-19 Public Health Emergency. CARES Act Airport Grants amounts to specific airports are derived by legislative formula.

The purpose of this Grant is to maintain safe and efficient airport operations. Funds provided under this Grant Agreement must only be used for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational and maintenance expenses or debt service payments. CARES Act Airport Grants may be used to reimburse airport operational and maintenance expenses directly related to the Southwest Wyoming Regional Airport incurred no earlier than January 20, 2020. CARES Act Airport Grants also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after April 14, 2020. Funds provided under the Grant will be governed by the same principles that govern "airport revenue." New airport development projects may not be

funded with this Grant, unless and until the Grant Agreement is amended or superseded by a subsequent agreement that addresses and authorizes the use of funds for the airport development project.

**NOW THEREFORE,** in accordance with the applicable provisions of the CARES Act, Public Law Number 116-136, the representations contained in the Grant Application, and in consideration of, (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

#### **CONDITIONS**

- **1.** <u>Maximum Obligation</u>. The maximum obligation of the United States payable under this Offer is \$1,094,717.
- **2.** <u>Period of Performance.</u> The period of performance shall commence on the date the Sponsor formally accepts this agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance.

The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR § 200.309). Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR § 200.343).

The period of performance end date shall not affect, relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

- **3.** <u>Unallowable Costs</u>. The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the CARES Act.
- **4.** <u>Indirect Costs Sponsor</u>. The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.
- 5. Final Federal Share of Costs. The United States' share of allowable Grant costs is 100%.
- 6. Completing the Grant without Delay and in Conformance with Requirements. The Sponsor must carry out and complete the Grant without undue delays and in accordance with this Grant Agreement, the CARES Act, and the regulations, policies, standards and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.
- **7.** <u>Amendments or Withdrawals before Grant Acceptance</u>. The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

- **8.** Offer Expiration Date. This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before May 30, 2020, or such subsequent date as may be prescribed in writing by the FAA.
- 9. Improper Use of Federal Funds. The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this Grant Agreement, the CARES Act or other provision of applicable law. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
- 10. <u>United States Not Liable for Damage or Injury</u>. The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this Grant Agreement.
- 11. System for Award Management (SAM) Registration And Universal Identifier Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).
- **12.** <u>Electronic Grant Payment(s)</u>. Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi elnvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
- **13.** <u>Financial Reporting and Payment Requirements.</u> The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
- **14.** <u>Buy American</u>. Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any expense which funds are provided under this Grant. The Sponsor will include a provision implementing applicable Buy American statutory and regulatory requirements in all contracts related to this Grant Agreement.
- **15.** <u>Audits for Public Sponsors</u>. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <a href="http://harvester.census.gov/facweb/">http://harvester.census.gov/facweb/</a>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.
- **16.** <u>Suspension or Debarment</u>. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
  - A. Verify the non-federal entity is eligible to participate in this Federal program by:
    - 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award

- Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
- 2. Collecting a certification statement from the non-federal entity attesting the entity is not excluded or disqualified from participating; or
- 3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.
- B. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. sub-contracts).
- C. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debars a contractor, person, or entity.

#### 17. Ban on Texting While Driving.

- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
  - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this Grant or subgrant.
  - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
    - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
    - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

#### 18. Trafficking in Persons.

- A. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not
  - 1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
  - 2. Procure a commercial sex act during the period of time that the award is in effect; or
  - 3. Use forced labor in the performance of the award or subawards under the award.
- B. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity
  - 1. Is determined to have violated a prohibition in paragraph A of this award term; or
  - 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph A.1 of this award term through conduct that is either
    - a. Associated with performance under this award; or

- b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
- 3. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A during this award term.
- 4. Our right to terminate unilaterally that is described in paragraph A of this section:
  - a. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
  - b. Is in addition to all other remedies for noncompliance that are available to the FAA under this award.

#### 19. Employee Protection from Reprisal.

- A. Prohibition of Reprisals -
  - 1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
    - a. Gross mismanagement of a Federal grant;
    - b. Gross waste of Federal funds;
    - c. An abuse of authority relating to implementation or use of Federal funds;
    - d. A substantial and specific danger to public health or safety; or
    - e. A violation of law, rule, or regulation related to a Federal grant.
  - 2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
    - a. A member of Congress or a representative of a committee of Congress;
    - b. An Inspector General;
    - c. The Government Accountability Office;
    - d. A Federal office or employee responsible for oversight of a grant program;
    - e. A court or grand jury;
    - f. A management office of the grantee or subgrantee; or
    - g. A Federal or State regulatory enforcement agency.
  - 3. Submission of Complaint A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
  - 4. Time Limitation for Submittal of a Complaint A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
  - 5. Required Actions of the Inspector General Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).

- 6. Assumption of Rights to Civil Remedy Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).
- **20.** <u>Co-Sponsor</u>. Co-Sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained herein and that the word "Sponsor" as used in the application and other assurances is deemed to include all co-sponsors.
- **21.** <u>Limitations.</u> Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this Grant Agreement.

#### **SPECIAL CONDITIONS**

- 1. ARFF and SRE Equipment and Vehicles. The Sponsor agrees that it will:
  - A. House and maintain the equipment in a state of operational readiness on and for the airport;
  - B. Provide the necessary staffing and training to maintain and operate the vehicle and equipment;
  - C. Restrict the vehicle to on-airport use only;
  - D. Restrict the vehicle to the use for which it was intended; and
  - E. Amend the Airport Emergency Plan and/or Snow and Ice Control Plan to reflect the acquisition of a vehicle and equipment.
- **2.** Equipment or Vehicle Replacement. The Sponsor agrees that it will treat the proceeds from the trade-in or sale of equipment being replaced with these funds as airport revenue.
- 3. Off-Airport Storage of ARFF Vehicle. The Sponsor agrees that it will:
  - A. House and maintain the vehicle in a state of operational readiness for the airport;
  - B. Provide the necessary staffing and training to maintain and operate the vehicle;
  - C. Restrict the vehicle to airport use only;
  - D. Amend the Airport Emergency Plan to reflect the acquisition of the vehicle;
  - E. Within 60 days, execute an agreement with local government including the above provisions and a provision that violation of said agreement could require repayment of Grant funding; and
  - F. Submit a copy of the executed agreement to the FAA.
- **4. Equipment Acquisition.** The Sponsor agrees that it will maintain Sponsor-owned and -operated equipment and use for purposes directly related to the airport.
- 5. <u>Utilities Proration</u>. For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.
- **6.** <u>Utility Relocation in Grant</u>. The Sponsor understands and agrees that:
  - A. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;

- B. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and
- C. The utilities must serve a purpose directly related to the Airport.



The Sponsor's acceptance of this Offer and ratification and adoption of the Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the CARES Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Grant and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

# UNITED STATES OF AMERICA FEDERAL AVIATION ADMINISTRATION

{
Sig\_es\_:signer1: signature}}

(Signature)

John P. Bauer

(Typed Name)

**Manager, Denver Airports District Office** 

(Title of FAA Official)

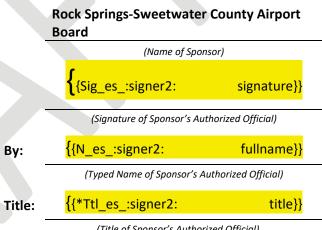
#### PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Grant Application and incorporated materials referred to in the foregoing Offer under Part II of this Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Grant Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.

{{DateTime\_es\_:signer2:calc(now()):format(date," mmmm d, yyyy")}}



(Title of Sponsor's Authorized Official)

# **CERTIFICATE OF SPONSOR'S ATTORNEY**

fullname}}, acting as Attorney for the Sponsor do hereby certify: I, {{N es :signer3:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Wyoming. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the CARES Act. The Sponsor understands funding made available under this Grant Agreement may only be used to reimburse for airport operational and maintenance expenses, and debt service payments. The Sponsor further understands it may submit a separate request to use funds for new airport/project development purposes, subject to additional terms, conditions, and assurances. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated {{DateTime\_es\_:signer3:calc(now()):format(date," mmmm d, yyyy")}}}

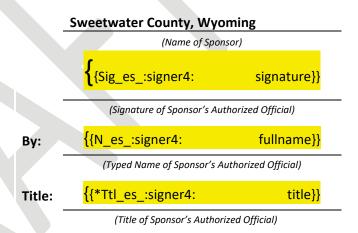
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The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Grant Application and incorporated materials referred to in the foregoing Offer under Part II of this Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Grant Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.

Dated {{DateTime\_es\_:signer4:calc(now()):format(date," mmmm d, yyyy")}}



## **CERTIFICATE OF SPONSOR'S ATTORNEY**

I, {{N es :signer5: fullname}}, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Wyoming. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the CARES Act. The Sponsor understands funding made available under this Grant Agreement may only be used to reimburse for airport operational and maintenance expenses, and debt service payments. The Sponsor further understands it may submit a separate request to use funds for new airport/project development purposes, subject to additional terms, conditions, and assurances. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated {{DateTime\_es\_:signer5:calc(now()):format(date," mmmm d, yyyyy")}}}
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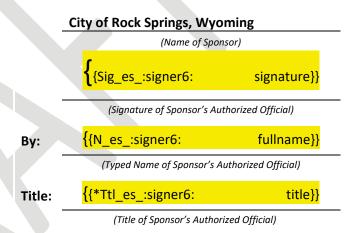
(Signature of Sponsor's Attorney)

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Grant Application and incorporated materials referred to in the foregoing Offer under Part II of this Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Grant Application.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.

Dated {{DateTime\_es\_:signer6:calc(now()):format(date," mmmm d, yyyy")}}



## **CERTIFICATE OF SPONSOR'S ATTORNEY**

I, {{N es :signer7: fullname}}, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Wyoming. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the CARES Act. The Sponsor understands funding made available under this Grant Agreement may only be used to reimburse for airport operational and maintenance expenses, and debt service payments. The Sponsor further understands it may submit a separate request to use funds for new airport/project development purposes, subject to additional terms, conditions, and assurances. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated {{DateTime\_es\_:signer7:calc(now()):format(date," mmmm d, yyyy")}}}

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# **CARES ACT ASSURANCES**

#### **AIRPORT SPONSORS**

#### A. General.

- These assurances are required to be submitted as part of the application by sponsors requesting
  funds under the provisions of the Coronavirus Aid, Relief, and Economic Security Act of 2020
  (CARES Act or "the Act"), Public Law Number, Public Law 116-136. As used herein, the term
  "public agency sponsor" means a public agency with control of a public-use airport; the term
  "private sponsor" means a private owner of a public-use airport; and the term "sponsor"
  includes both public agency sponsors and private sponsors.
- 2. Upon acceptance of this Grant offer by the sponsor, these assurances are incorporated into and become part of this Grant Agreement.

#### **B.** Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this Grant that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

#### **FEDERAL LEGISLATION**

- a. Federal Fair Labor Standards Act 29 U.S.C. 201, et seq.
- b. Hatch Act 5 U.S.C. 1501, et seq.
- c. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.
- d. National Historic Preservation Act of 1966 Section 106 16 U.S.C. 470(f).
- e. Archeological and Historic Preservation Act of 1974 16 U.S.C. 469 through 469c.
- f. Native Americans Grave Repatriation Act 25 U.S.C. Section 3001, et seq.
- g. Clean Air Act, P.L. 90-148, as amended.
- h. Coastal Zone Management Act, P.L. 93-205, as amended.
- i. Flood Disaster Protection Act of 1973 Section 102(a) 42 U.S.C. 4012a.
- j. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- k. Rehabilitation Act of 1973 29 U.S.C. 794.
- I. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- m. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- n. Age Discrimination Act of 1975 42 U.S.C. 6101, et seq.

- o. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- p. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.
- q. Power plant and Industrial Fuel Use Act of 1978 Section 403- 2 U.S.C. 8373.
- r. Contract Work Hours and Safety Standards Act 40 U.S.C. 327, et seq.
- s. Copeland Anti-kickback Act 18 U.S.C. 874.1.
- t. National Environmental Policy Act of 1969 42 U.S.C. 4321, et seq.
- u. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- v. Single Audit Act of 1984 31 U.S.C. 7501, et seq.
- w. Drug-Free Workplace Act of 1988 41 U.S.C. 702 through 706.
- x. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

#### **EXECUTIVE ORDERS**

- a. Executive Order 11246 Equal Employment Opportunity
- b. Executive Order 11990 Protection of Wetlands
- c. Executive Order 11998 Flood Plain Management
- d. Executive Order 12372 Intergovernmental Review of Federal Programs
- e. Executive Order 12699 Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 Environmental Justice
- g. Executive Order 13788 Buy American and Hire American
- h. Executive Order 13858 Strengthening Buy-American Preferences for Infrastructure Projects

#### **FEDERAL REGULATIONS**

- a. 2 CFR Part 180 OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- c. 2 CFR Part 1200 Nonprocurement Suspension and Debarment.
- d. 28 CFR Part 35 Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 Procedures for predetermination of wage rates.
- g. 29 CFR Part 3 Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.

- h. 29 CFR Part 5 Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).
- 41 CFR Part 60 Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).
- j. 49 CFR Part 20 New restrictions on lobbying.
- k. 49 CFR Part 21 Nondiscrimination in Federally-assisted programs of the Department of Transportation effectuation of Title VI of the Civil Rights Act of 1964.
- I. 49 CFR Part 26 Participation by Disadvantaged Business Enterprises in Department of Transportation Program .49 CFR Part 27 Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.
- m. 49 CFR Part 28 Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- n. 49 CFR Part 30 Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- o. 49 CFR Part 32 Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- p. 49 CFR Part 37 Transportation Services for Individuals with Disabilities (ADA).
- q. 49 CFR Part 41 Seismic safety of Federal and Federally assisted or regulated new building construction.

#### **SPECIFIC ASSURANCES**

Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

# 1. Purpose Directly Related to the Airport

It certifies that the reimbursement sought is for a purpose directly related to the airport.

#### 2. Responsibility and Authority of the Sponsor.

#### a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

# b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in

connection with this application; and to provide such additional information as may be required.

#### 3. Good Title.

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

# 4. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.
- c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

#### 5. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

#### 6. Exclusive Rights.

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

- a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and
- b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

#### 7. Airport Revenues.

This Grant shall be available for any purpose for which airport revenues may lawfully be used. CARES Act Grant funds provided under this Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums.

#### 8. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
  - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

#### 9. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23
 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

#### b. Applicability

- 1. Programs and Activities. If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
- 2. Facilities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a

facility, the assurance extends to the entire facility and facilities operated in connection therewith.

3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

#### c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2. So long as the sponsor retains ownership or possession of the property.

Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

"The (Name of Sponsor), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

#### d. Required Contract Provisions.

- It will insert the non-discrimination contract clauses requiring compliance with
  the acts and regulations relative to non-discrimination in Federally-assisted
  programs of the DOT, and incorporating the acts and regulations into the
  contracts by reference in every contract or agreement subject to the nondiscrimination in Federally-assisted programs of the DOT acts and regulations.
- 2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a

covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

- a. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and
- For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.
- e. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- f. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

#### 10. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

#### 11. Acquisition Thresholds.

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than \$5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed \$10,000. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the \$250,000 threshold for simplified acquisitions.

Meeting Date Requested:	Contact Phone and E-mail:
5-5-20	307-872-3720
Presenters Name, Title and Name of	Exact Wording for Agenda:
Organization:	Lease Revnue Update
Robb Slaughter, County Treasurer	
Preference of Placement on Agenda & Amount of Time Requested for Presentation 20 min	Will there be handouts? (If yes, include with meeting request form) n/a
Will handouts require SIGNATURES:	If you are submitting a Resolution or
	Proclamation- please email, in Word
PLEASE CHECK THE BOX AND BRIEFLY EXPLAIN IF YOUR ITEM SHOULD BE MARKED CONFIDENTIAL:	Format, to shoemakers@sweet.wy.us
TOUR ITEM SHOULD BE MARKED CONFIDENTIAL.	
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: <a href="mailto:shoemakers@sweet.wy.us">shoemakers@sweet.wy.us</a>
  \*\*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 <u>AFTER</u> the deadline, you will be considered for the next meeting date.

The Board of County Commissioners meets in regular session the first and third Tuesday of every month.

The meetings are open and the public is invited to attend.

The meetings are held in the commission meeting room:

80 West Flaming Gorge Way Meeting Room #115 Green River, Wyoming

The following are meeting dates for 2020:

# **BOCC MEETING DATES**

January 7, 2020	JANUARY 21, 2020
FEBRUARY 04, 2020	FEBRUARY 18, 2020
March 03, 2020	March 17, 2020
April 07, 2020	APRIL 21, 2020
May 05, 2020	May 19, 2020
JUNE 02, 2020	JUNE 16, 2020
July <b>07</b> , 2020	JULY <b>21, 2020</b>
August 04, 2020	AUGUST 18, 2020
SEPTEMBER 01, 2020	SEPTEMBER 15, 2020
OCTOBER 06, 2020	OCTOBER 20, 2020
November 03, 2020	NOVEMBER 17, 2020
DECEMBER 01, 2020	DECEMBER 15, 2020

# FY2021 BUDGET WORKSHOP MAY 5, 2020

Sweetwater County
Projected FY2021 Budget
As of 4/27/20

	FY2021 REQUESTS
REVENUES (EXCLUDING GRANT REVENUE)	42,567,950
EXPENDITURES	
DEPARTMENTS	38,198,498
COMPONENT UNITS	9,888,010
OUTSIDE AGENCIES	5,429,711
TOTAL EXPENDITURES  DIFFERENCE (SHORTFALL)	53,516,219 (10,948,269)
GRANT REVENUES	3,685,066
GRANT EXPENDITURES	4,026,922
GRANTS DIFFERENCE (SHORTFALL)	(341,856)
TOTAL SHORTFALL	(11,290,126)

NOTE: THE EXPENDITURES FOR THE LAGOON ROAD COMBINED FACILITY HAVE BEEN REMOVED AS THEY WILL COME OUT OF BONDING/RESERVES. FY21=\$12,000,000

Sweetwater County
Projected FY2021 Budget Comparison
As of 4/27/20

	FY2020		INCRESE/	INCREASE/
	ADJUSTED	FY2021	(DECREASE)	(DECREASE)
	BUDGET	REQUESTS	PERCENT	AMOUNT
REVENUES (EXCLUDING GRANT REVENUE)	47,073,536	42,567,950	-9.57%	(4,505,586)
EXPENDITURES				
DEPARTMENTS	36,452,946	38,198,498	4.79%	1,745,552
COMPONENT UNITS	9,273,542	9,888,010	6.63%	614,468
OUTSIDE AGENCIES	5,499,164	5,429,711	-1.26%	(69,452)
TOTAL EXPENDITURES	51,225,652	53,516,219	4.47%	2,290,567
DIFFERENCE (SHORTFALL)	(4,152,116)	(10,948,269)		
GRANT REVENUES	3,211,769	3,685,066	14.74%	473,297
GRANT EXPENDITURES	3,601,113	4,026,922	11.82%	425,810
GRANTS DIFFERENCE (SHORTFALL)	(389,344)	(341,856)		
TOTAL SHORTFALL	(4,541,459)	(11,290,126)		

NOTE: THE EXPENDITURES FOR THE LAGOON ROAD COMBINED FACILITY HAVE BEEN REMOVED AS THEY WILL COME OUT OF BONDING/RESERVES. FY21=\$12,000,000

	2017 2010		2019-2020	2019-2020	2020-2021	INCREASE/	INCREASE/
DEPARTMENTS	2017-2018	2018-2019	Y-T-D	ADJUSTED	DEPARTMENT	(DECREASE)	(DECREASE)
	ACTUALS	ACTUALS	ACTUALS	BUDGET	REQUESTS	PERCENT	AMOUNT
COMMISSIONERS PAYROLL	299,944.06	306,162.19	251,074.06	347,020.00	325,004.00	-6.34%	(22,016.00)
COMMISSIONERS OPERATING	86,197.42	83,069.74	93,490.35	95,113.00	101,420.00	6.63%	6,307.00
COMMISSIONERS CAPITAL	472.48	10,399.97	549.98	600.00	5,500.00	816.67%	4,900.00
TOTAL	386,613.96	399,631.90	345,114.39	442,733.00	431,924.00	-2.44%	(10,809.00)
ENGINEERING PAYROLL	276,068.26	280,261.43	250,755.23	411,190.00	399,268.00	2.000/	(11 022 00)
ENGINEERING OPERATING	34,389.88	58,514.78	39,870.02	80,795.00	70,795.00	-2.90% -12.38%	(11,922.00)
ENGINEERING CAPITAL	3,658.51	8,324.69	349.99	6,170.00	6,170.00		(10,000.00)
TOTAL	314,116.65	347,100.90	290,975.24	498,155.00	476,233.00	0.00%	(24,022,00)
	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	3 17 12 00.50	230,373.24	436,133.00	476,233.00	-4.40%	(21,922.00)
FACILITIES CUSTODIAL PAYROLL	611,007.36	748,268.21	659,198.16	850,182.00	843,412.00	-0.80%	(6,770.00)
FACILITIES CUSTODIAL OPERATING	54,088.83	46,454.20	44,725.82	63,700.00	68,700.00	7.85%	5,000.00
FACILITIES CUSTODIAL CAPITAL	3,855.58	2,543.61	10,410.13	22,000.00	16,000.00	-27.27%	(6,000.00)
TOTAL	668,951.77	797,266.02	714,334.11	935,882.00	928,112.00	-0.83%	(7,770.00)
FACILITIES MAINT PAYROLL	770,721.29	836,292.89	503,570.28	816,188.00	713,766.00	-12.55%	(102,422.00)
FACILITIES MAINT OPERATING	919,069.82	906,966.67	756,736.70	1,128,305.00	1,150,080.00	1.93%	•
FACILITIES MAINT CAPITAL	9,061,437.53	1,196,784.36	565,094.93	2,121,026.00	14,626,965.00	589.62%	21,775.00
TOTAL	10,751,228.64	2,940,043.92	1,825,401.91	4,065,519.00	16,490,811.00	305.63%	12,505,939.00
	, ,	,,	-,0-0, 101.51	4,003,313.00	10,430,811.00	303.03%	12,425,292.00
FACILITIES PARKS & REC PAYROLL	-	-	172,739.64	356,947.00	341,121.00	-4.43%	(15,826.00)
FACILITIES PARKS&REC OPERATING	-	-	167,722.25	241,050.00	247,250.00	2.57%	6,200.00
FACILITIES PARKS & REC CAPITAL	-	_	-	45,350.00	248,350.00	447.63%	203,000.00
TOTAL	+	•	340,461.89	643,347.00	836,721.00	30.06%	193,374.00
FIRE MARSHALL PAYROLL	462,345.43	465,519.34	565,341.21	755,847.00	706,766.00	-6.49%	(49,081.00)
FIRE MARSHALL OPERATING	70,077.16	100,948.36	88,663.06	99,900.00	107,300.00	7.41%	7,400.00
FIRE MARSHALL CAPITAL	111,056.20	39,819.12	99,560.58	100,925.00	123,134.00	22.01%	22,209.00
TOTAL	643,478.79	606,286.82	753,564.85	956,672.00	937,200.00	-2.04%	(19,472.00)
FLEET/VEHICLE MAINT PAYROLL	192,291.96	198,638.93	169,138.63	200 070 00	214 662 00	2.222	
FLEET/VEHICLE MAINT OPERATING	107,432.85	111,512.97	125,900.23	209,870.00	214,663.00	2.28%	4,793.00
FLEET/VEHICLE MAINT CAPITAL	8,018.56	4,153.57	·	175,250.00	165,250.00	-5.71%	(10,000.00)
TOTAL	307,743.37	314,305.47	11,109.48	13,300.00	17,716.51	33.21%	4,416.51
_	307,743.37	314,303.47	306,148.34	398,420.00	397,629.51	-0.20%	(790.49)

	2017-2018	2018-2019	2019-2020	2019-2020	2020-2021	INCREASE/	INCREASE/
DEPARTMENTS	ACTUALS		Y-T-D	ADJUSTED	DEPARTMENT	(DECREASE)	(DECREASE)
GEN CO ADMIN PAYROLL		ACTUALS	ACTUALS	BUDGET	REQUESTS	PERCENT	AMOUNT
GEN CO ADMIN OPERATING	921,881.08	40,988.20		-	•	0.00%	-
TOTAL	217,563.26	185,488.82	225,101.90	237,590.00	294,690.00	24.03%	57,100.00
TOTAL	1,139,444.34	226,477.02	225,101.90	237,590.00	294,690.00	24.03%	57,100.00
GRANTS ADMIN PAYROLL	130,689.48	134,132.76	114,358.94	140,051.00	145,542.00	3.92%	5,491.00
GRANTS ADMIN OPERATING	3,807.58	3,539.33	2,048.29	3,995.00	3,995.00	0.00%	3,491.00
GRANTS ADMIN CAPITAL	-	630.90	1,054.86	1,055.00	3,333.00	-100.00%	- /1 055 00)
TOTAL	134,497.06	138,302.99	117,462.09	145,101.00	149,537.00		(1,055.00)
		,	,,,,,,	143,101.00	149,557.00	3.06%	4,436.00
HUMAN RESOURCES PAYROLL	299,386.30	300,419.50	233,800.12	321,279.00	330,099.00	2.75%	8,820.00
HUMAN RESOURCES OPERATING	13,867.63	13,914.15	36,385.42	71,500.00	83,000.00	16.08%	11,500.00
HUMAN RESOURCES CAPITAL		-	5,853.34	6,000.00	6,600.00	10.00%	600.00
TOTAL	313,253.93	314,333.65	276,038.88	398,779.00	419,699.00	5.25%	20,920.00
RISK MANAGEMENT OPERATING	362,295.40	432 606 20	474 766 04				
RISK MANAGEMENT CAPITAL	*	432,606.20	474,766.91	490,000.00	525,000.00	7.14%	35,000.00
TOTAL	36,971.31	400 606 00	-	-	-	0.00%	-
TOTAL	399,266.71	432,606.20	474,766.91	490,000.00	525,000.00	7.14%	35,000.00
EMPLOYEE BENEFITS OPERATING	6,234.24	10,941.84	11,747.94	13,800.00	15,800.00	14.49%	2,000.00
TOTAL	6,234.24	10,941.84	11,747.94	13,800.00	15,800.00	14.49%	2,000.00
IT DAVIDOU							ŕ
IT PAYROLL	751,743.65	711,394.96	652,608.39	794,896.00	854,098.00	7.45%	59,202.00
IT OPERATING	558,401.37	553,144.18	660,609.09	733,981.00	748,819.00	2.02%	14,838.00
IT CAPITAL	28,124.40	238,518.29	231,424.44	250,100.00	269,500.00	7.76%	19,400.00
TOTAL	1,338,269.42	1,503,057.43	1,544,641.92	1,778,977.00	1,872,417.00	5.25%	93,440.00
JUVENILE PROBATION PAYROLL	379,427.43	423,653.47	372,358.44	476 500 60	474 005 00		
JUVENILE PROBATION OPERATING	14,655.30	20,641.25		476,598.00	471,925.00	-0.98%	(4,673.00)
JUVENILE PROBATION CAPITAL	-	20,041.25	17,896.80	25,100.00	27,100.00	7.97%	2,000.00
TOTAL	394,082.73	444,294.72	3,526.54	4,000.00	12,300.00	207.50%	8,300.00
	334,002.73	444,234.72	393,781.78	505,698.00	511,325.00	1.11%	5,627.00

			2019-2020	2019-2020	2020-2021	INCREASE/	INCREASE/
	2017-2018	2018-2019	Y-T-D	ADJUSTED	DEPARTMENT	(DECREASE)	(DECREASE)
DEPARTMENTS	ACTUALS	ACTUALS	ACTUALS	BUDGET	REQUESTS	PERCENT	AMOUNT
LAND USE PAYROLL	450,306.51	444,177.57	462,505.39	589,433.00	707,132.00	19.97%	117,699.00
LAND USE OPERATING	18,910.76	16,598.05	24,404.90	39,150.00	64,500.00	64.75%	25,350.00
LAND USE CAPITAL		4,811.58	12,418.73	12,560.00	39,700.00	216.08%	27,140.00
TOTAL	469,217.27	465,587.20	499,329.02	641,143.00	811,332.00	26.54%	170,189.00
PURCHASING PAYROLL	335,621.84	344,245.06	300,374.98	363,617.00	394,508.00	8.50%	30,891.00
PURCHASING OPERATING	13,516.06	14,289.86	12,479.32	37,300.00	37,300.00	0.00%	50,051.00
PURCHASING CAPITAL	3,882.21	18,522.95	13,607.73	14,060.00	25,762.00	83.23%	11,702.00
TOTAL	353,020.11	377,057.87	326,462.03	414,977.00	457,570.00	10.26%	42,593.00
ROAD AND BRIDGE PAYROLL	2,121,970.76	2,227,718.16	1,944,500.77	2,595,287.00	2,520,723.00	-2.87%	(74,564.00)
ROAD AND BRIDGE OPERATING	964,483.87	908,274.75	892,754.82	1,080,100.00	1,041,000.00	-3.62%	(39,100.00)
ROAD AND BRIDGE CAPITAL	873,900.07	505,770.26	665,440.86	675,342.64	1,034,448.91	53.17%	359,106.27
TOTAL	3,960,354.70	3,641,763.17	3,502,696.45	4,350,729.64	4,596,171.91	5.64%	245,442.27
VETERANS SERVICES PAYROLL	264,973.02	176,086.14	198,399.93	213,866.00	218,072.00	1.97%	4,206.00
VETERANS SERVICES OPERATING	30,766.20	22,084.81	20,424.56	46,300.00	46,300.00	0.00%	4,200.00
VETERANS SERVICES CAPITAL	-	1,215.26	352.53	3,000.00	5,000.00	66.67%	2,000.00
TOTAL	295,739.22	199,386.21	219,177.02	263,166.00	269,372.00	2.36%	6,206.00
ASSESSOR PAYROLL	733,631.12	800,475.39	606,965.22	790,472.00	811,615.00	2.67%	21,143.00
ASSESSOR OPERATING	129,905.19	134,304.68	107,816.30	162,500.00	167,500.00	3.08%	5,000.00
ASSESSOR CAPITAL	-	543.48	107,810.50	102,300.00	107,300.00	0.00%	3,000.00
TOTAL	863,536.31	935,323.55	714,781.52	952,972.00	979,115.00	2.74%	26,143.00
ATTORNEY PAYROLL	2,074,190.15	2,274,994.74	1,908,178.26	2,536,281.00	2,634,419.00	3.87%	00 130 00
ATTORNEY OPERATING	114,124.84	115,141.53	73,219.56	129,400.00	129,400.00	0.00%	98,138.00
ATTORNEY CAPITAL	20,421.91	9,995.11	42,710.12	43,507.00	12,973.00	-70.18%	- (30,534.00)
TOTAL	2,208,736.90	2,400,131.38	2,024,107.94	2,709,188.00	2,776,792.00	2.50%	67,604.00
COUNTY CLERK PAYROLL	1,218,140.38	1,100,256.14	913,564.63	1,165,377.00	1 162 700 00	0 1 40/	(1 570 00)
COUNTY CLERK PATROLL COUNTY CLERK OPERATING	37,945.23	28,069.14	20,107.53	43,485.00	1,163,799.00	-0.14%	(1,578.00)
COUNTY CLERK OPERATING	7,522.68	28,069.14 11,612.99		· ·	43,485.00	0.00%	- (4.40.733.00)
TOTAL	1,263,608.29	1,139,938.27	138,152.24	154,333.00	4,600.00	-97.02%	(149,733.00)
TOTAL	1,203,000.29	1,139,958.2/	1,071,824.40	1,363,195.00	1,211,884.00	-11.10%	(151,311.00)

	2017-2018	2018-2019	2019-2020 Y-T-D	2019-2020 ADJUSTED	2020-2021 DEPARTMENT	INCREASE/	INCREASE/
DEPARTMENTS	ACTUALS	ACTUALS	ACTUALS	BUDGET	REQUESTS	(DECREASE)	(DECREASE)
FINANCIAL MGMT PAYROLL	148,670.15	158,448.84	138,404.26	166,373.00	174,532.00	PERCENT 4.90%	AMOUNT
FINANCIAL MGMT OPERATING	713.67	706.63	549.00	900.00	900.00	4.90% 0.00%	8,159.00
FINANCIAL MGMT CAPITAL	-	950.28	-	-	200.00	0.00%	~
TOTAL	149,383.82	160,105.75	138,953.26	167,273.00	175,432.00	4.88%	8,159.00
COMMISSIONER SUPP PAYROLL	38,444.90	69,534.40	60,003.72	73,942.00	75,912.00	2.66%	1,970.00
TOTAL	38,444.90	69,534.40	60,003.72	73,942.00	75,912.00	2.66%	1,970.00
ELECTIONS PAYROLL	61,744.50	169,140.31	96,335.55	119,899.00	325,843.00	171.76%	205,944.00
ELECTIONS OPERATING	79,977.84	170,837.12	10,679.38	223,300.00	248,300.00	11.20%	25,000.00
ELECTIONS CAPITAL	2,501.23	452.92	-		5,000.00	100.00%	5,000.00
TOTAL	144,223.57	340,430.35	107,014.93	343,199.00	579,143.00	68.75%	235,944.00
CLK OF DIST CT PAYROLL	647,520.82	580,173.54	561,830.77	788,462.00	775,824.00	-1.60%	(12,638.00)
CLK OF DIST CT OPERATIING	47,030.49	53,608.50	37,328.34	67,300.00	52,000.00	-22.73%	(15,300.00)
CLK OF DIST CT CAPITAL	-	-	11,222.92	11,300.00	-	-100.00%	(11,300.00)
TOTAL	694,551.31	633,782.04	610,382.03	867,062.00	827,824.00	-4.53%	(39,238.00)
CORONER PAYROLL	193,477.99	196,049.73	164,520.28	201,988.00	205,375.00	1.68%	3,387.00
CORONER OPERATING	75,671.96	66,059.57	33,598.24	82,050.00	82,050.00	0.00%	3,367.00
CORONER CAPITAL	-	•	-	•	-	0.00%	-
TOTAL	269,149.95	262,109.30	198,118.52	284,038.00	287,425.00	1.19%	3,387.00
SHERIFF PAYROLL	4,641,978.86	4,665,609.79	3,572,728.41	4,736,365.00	4,943,825.00	4.38%	207,460.00
SHERIFF OPERATING	330,002.26	406,116.97	369,222.62	511,787.60	545,346.34	6.56%	33,558.74
SHERIFF CAPITAL	345,114.82	302,105.51	314,117.20	362,392.00	526,858.50	45.38%	164,466.50
TOTAL	5,317,095.94	5,373,832.27	4,256,068.23	5,610,544.60	6,016,029.84	7.23%	405,485.24
DETENTION PAYROLL	4,066,301.85	4,083,172.49	3,623,786.95	4,864,383.00	4,830,771.00	-0.69%	(33,612.00)
DETENTION OPERATING	613,177.99	702,571.43	579,991.68	674,793.00	720,793.00	6.82%	46,000.00
DETENTION CAPITAL	29,887.23	938.89	45,111.78	121,000.00	40,000.00	-66.94%	(81,000.00)
TOTAL	4,709,367.07	4,786,682.81	4,248,890.41	5,660,176.00	5,591,564.00	-1.21%	(68,612.00)

DEPARTMENTS EMERGENCY MGMT PAYROLL EMERGENCY MGMT OPERATING EMERGENCY MGMT CAPITAL TOTAL  ANIMAL CONTROL PAYROLL ANIMAL CONTROL OPERATING ANIMAL CONTROL CAPITAL TOTAL	2017-2018 ACTUALS 21,933.10 27,289.29	2018-2019 ACTUALS 35,595.82 33,079.54 - 68,675.36 143,390.30 14,844.46 - 158,234.76	2019-2020 Y-T-D ACTUALS 12,041.50 20,192.18 4,550.25 36,783.93 121,800.82 17,560.64	2019-2020 ADJUSTED BUDGET 42,433.00 40,140.00 4,800.00 87,373.00 148,764.00 16,329.92 - 165,093.92	2020-2021 DEPARTMENT REQUESTS 44,891.00 39,240.00 32,268.75 116,399.75  151,104.00 16,329.92	INCREASE/ (DECREASE) PERCENT 5.79% -2.24% 572.27% 33.22% 1.57% 0.00% 0.00%	INCREASE/ (DECREASE) AMOUNT 2,458.00 (900.00) 27,468.75 29,026.75 2,340.00
TREASURER PAYROLL TREASURER OPERATING TREASURER CAPITAL TOTAL TOTAL PAYROLL TOTAL OPERATING	799,618.81 73,088.27 - 872,707.08 23,053,796.98 5,021,374.50	847,426.07 66,661.25 24,081.67 938,168.99 22,762,226.37 5,280,990.78	693,881.92 61,597.75 - 755,479.67 19,324,766.46 5,027,591.60	881,722.00 86,050.00 - 967,772.00 25,758,732.00 6,700,964.52	887,249.00 84,750.00 - 971,999.00 26,211,258.00 6,928,393.26	0.63% -1.51% 0.00% 0.44% 1.76%	5,527.00 (1,300.00) - - 4,227.00 452,526.00
TOTAL CAPITAL TOTAL DEPARTMENTS	10,545,554.64 38,620,726.12	2,382,175.41 30,425,392.56	2,176,618.63 26,528,976.69	3,972,820.64 36,432,517.16	17,058,846.67 50,198,497.93	3.39% 329.39% 37.78%	227,428.74 13,086,026.03 13,765,980.77

COMPONENT UNITS EVENTS COMPLEX	2017-2018 ACTUALS 1,913,436.26	2018-2019 ACTUALS 2,858,796.40	2019-2020 Y-T-D ACTUALS 1,715,401.70	2019-2020 ADJUSTED BUDGET 2,786,607.00	2020-2021 DEPARTMENT REQUESTS 3,489,910.00	INCREASE/ (DECREASE) PERCENT 25.24%	INCREASE/ (DECREASE) AMOUNT 703,303.00
LIBRARY	2,777,015.89	2,926,011.49	1,877,866.24	3,048,400.00	3,115,398.00	2.20%	66,998.00
MUSEUM	306,579.31	329,275.68	216,285.29	350,906.00	397,578.00	13.30%	46,672.00
SOUTHWEST COUNSELING	739,014.01	765,052.56	454,460.60	738,109.00	762,841.00	3.35%	24,732.00
MEMORIAL HOSPITAL MAINTENANCE	618,701.86	1,066,971.17	1,015,415.60	1,650,457.00	1,448,215.00	-12.25%	(202,242.00)
BOARD OF HEALTH	674,068.00	617,896.07	582,556.70	699,068.00	674,068.00	-3.58%	(25,000.00)
TOTAL COMPONENT UNITS	7,028,815.33	8,564,003.37	5,861,986.13	9,273,547.00	9,888,010.00	6.63%	614,463.00

OUTSIDE AGENCIES	2017-2018 ACTUALS	2018-2019 ACTUALS	2019-2020 Y-T-D ACTUALS	2019-2020 ADJUSTED BUDGET	2020-2021 DEPARTMENT REQUESTS	INCREASE/ (DECREASE) PERCENT	INCREASE/ (DECREASE) —AMOUNT
GEN OA BIG BROTHERS BIG SISTERS	-		12,000.00	12,000.00	12,000.00	100.00%	20%-
GEN OA BIG SANDY CLINIC	-	50,000.00	-	-	-	0.00%	
GEN OA BOYS&GIRLS CLUB OF SWCO	48,600.00	48,600.00	48,600.00	48,600.00	60,000.00	23.46%	11,400.00
GEN OA CASTLE ROCK HOSP DIST	81,000.00	177,000.00	250,750.00	301,000.00	348,000.00	15.61%	47,000.00
GEN OA CLIMB WYOMING	-	-	-	-	5,000.00	100.00%	5,000.00
GEN OA FAMILY PLANNING	16,500.00	16,500.00	5,255.56	16,500.00	-	-100.00%	(16,500.00)
GEN OA FAMILY RESOURCES	44,550.00	44,550.00	43,506.00	58,000.00	60,000.00	3.45%	2,000.00
GEN OA FOOD BANK	17,381.69	15,282.04	15,505.95	19,845.00	20,845.00	5.04%	1,000.00
GEN OA HOSPICE	74,970.00	88,000.00	56,250.00	75,000.00	80,000.00	6.67%	5,000.00
GEN OA VIRS	100,440.00	100,440.00	79,685.06	110,000.00	104,500.00	-5.00%	(5,500.00)
GEN OA YOUTH HOME	162,810.00	162,810.00	135,675.00	162,810.00	162,810.00	0.00%	-
GEN OA YWCA	283,944.00	283,944.00	246,080.00	295,296.00	295,296.00	0.00%	-
GEN OA GOLDEN HOUR SEN CNTR	218,700.00	218,700.00	191,362.50	229,635.00	218,150.00	-5.00%	(11,485.00)
GEN OA YOUNG AT HEART	271,100.00	261,144.00	243,235.96	296,144.00	307,500.00	3.83%	11,356.00
GEN OA CONSERVATION DIST	259,848.00	258,545.22	157,462.34	291,000.00	276,450.00	-5.00%	(14,550.00)
GEN OA COOP EXT	103,766.32	118,120.84	75,046.32	117,768.90	110,768.90	-5.94%	(7,000.00)
GEN OA EDEN VALLEY IMP DIST	24,300.00	24,300.00	32,500.00	32,500.00	35,000.00	7.69%	2,500.00

OUTSIDE AGENCIES GEN OA FLAMING GORGE DAYS	2017-2018 ACTUALS 2,835.00	2018-2019 ACTUALS	2019-2020 Y-T-D ACTUALS 2,835.00	2019-2020 ADJUSTED BUDGET 2,835.00	2020-2021 DEPARTMENT REQUESTS	INCREASE/ (DECREASE) PERCENT	INCREASE/ (DECREASE) AMOUNT
GEN OA RED DESERT RNDUP RODEO	8,100.00	8,100.00	12,000.00	12,000.00	2,835.00	0.00%	-
GEN OA STAR	117,990.00	117,990.00	98,325.00		12,000.00	0.00%	-
GEN OA TREATMENT COURT	6,000.00	6,000.00	96,323.00	131,100.00	131,100.00	0.00%	-
CARBON COUNTY FIRE DISTRICT	·	·	-	7,000.00	9,000.00	28.57%	2,000.00
	12,000.00	12,000.00	12,000.00	12,000.00	12,000.00	0.00%	-
GEN OA GUARDIAN AD LITEM	109,948.90	128,256.51	95,430.49	234,000.00	150,000.00	-35.90%	(84,000.00)
GEN OA PUBLIC DEFENDER	186,417.24	156,575.23	156,575.23	159,000.00	159,000.00	0.00%	-
GEN OA RS CHAMBER OF COMMERCE	18,000.00	17,250.00	28,250.00	30,000.00	-	-100.00%	(30,000.00)
GEN OA RS GR SWCO COMM JPB	635,098.97	705,665.52	993,354.00	993,354.00	787,128.50	-20.76%	(206,225.50)
GEN OA RS SWCO AIRPORT	469,122.00	683,284.17	575,694.16	586,617.83	870,158.00	48.33%	283,540.17
GEN OA SKYWEST AIRLINES	197,356.39	108,273.88	136,112.41	195,970.00	195,970.00	0.00%	-
GEN OA SWEETWATER MEDICS	328,435.88	423,312.20	497,200.00	596,640.00	596,640.00	0.00%	-
TITLE 25-MEMORIAL HOSPITAL TITLE 25-PROF SVCS-MEDICAL	198,317.64	286,563.26	251,345.47	262,548.00	273,488.00	4.17%	10,940.00
	4,063.90	6,245.00	754.00	10,000.00	10,000.00	0.00%	-
TOTAL TITLE 25	202,381.54	292,808.26	252,099.47	272,548.00	283,488.00	4.01%	10,940.00
SWC COVID 19 RESPONSE	-	-	39,880.22	150,000.00	124,072.00	-17.29%	(25,928.00)
OTHER OUTSIDE AGENCY	-	54,000.00	-	-	-	0.00%	-
TOTAL OUTSIDE AGENCIES	4,001,595.93	4,581,451.87	4,492,670.67	5,449,163.73	5,429,711.40	-0.36%	(19,452.33)

OTHER	2017-2018 ACTUALS	2018-2019 ACTUALS	2019-2020 Y-T-D ACTUALS	2019-2020 ADJUSTED BUDGET	2020-2021 DEPARTMENT REQUESTS	INCREASE/ (DECREASE) PERCENT	INCREASE/ (DECREASE) AMOUNT
GRANTS	3,712,487.41	1,879,213.31	1,673,539.44	3,601,112.74	4,026,922.27	11.82%	425,809.53
COUNTY ROADS	1,838,525.96	2,233,492.87	1,756,526.89	3,996,060.00	4,121,060.00	3.13%	125,000.00
IMPACT TAX	-	37,395.25	667,807.94	1,524,771.08	820,332.90	-46.20%	(704,438.18)
INMATE ENTERPRISE	58,220.55	64,726.82	62,285.39	90,000.00	90,000.00	0.00%	-
DRUG SEIZURE	-	-	-	14,681.00	14,681.00	0.00%	-
PARKS AND RECREATION	-	-	67,482.00	99,650.00	303,000.00	204.06%	203,350.00
ROAD FUND	97,262.25	160,994.51	2,222,594.58	4,638,000.00	2,405,000.00	-48.15%	(2,233,000.00)
CDC BUILDING FUND	144,608.66	101,593.63	60,000.00	60,000.00	60,000.00	0.00%	-
HEALTH INSURANCE FUND	6,806,666.55	8,405,960.99	7,448,711.18	8,925,815.00	9,630,150.00	7.89%	704,335.00
TOTAL OTHER	12,657,771.38	12,883,377.38	13,958,947.42	22,950,089.82	21,471,146.17	-6.44%	(1,478,943.65)