

**NOTICE:**

**THE SWEETWATER COUNTY BOARD OF COUNTY COMMISSIONERS WILL MEET ON TUESDAY, FEBRUARY 3, 2026 AT 9:00 A.M. - TENTATIVE AND SUBJECT TO CHANGE**

**The meeting will be held at the 80 West Flaming Gorge Way  
Meeting Room #115  
Green River, Wyoming 82935.**

**For the convenience of the public, the Board of County Commissioners' meeting will be held in person and using video conferencing.**

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

**As always, the public is invited to watch the proceedings on the County YouTube channel <https://www.youtube.com/c/SweetwaterCountyGovernment> where the meeting will be broadcast.**

**The public will be able to comment immediately following the public hearing presentation and also during the public comment section of the agenda.**

**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 Commissioners meeting, please contact Sally Shoemaker at 307-872-3897 or via email at [shoemakers@sweetwatercountywy.gov](mailto:shoemakers@sweetwatercountywy.gov)**

**PRELIMINARY:**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL / QUORUM PRESENT**

**APPROVAL OF THE AGENDA**

**9:10 COUNTY RESIDENT COMMENTS/CONCERNS**

All members of the public who wish to speak at the meeting will be given 3 minutes of time to address the Commission.

**A. 9:20- CONSENT AGENDA**

All matters listed on the consent agenda are taken in one motion and one vote. Items pulled from the consent agenda will be discussed and voted on separately.

1. [Approval of the January 20, 2026 Minutes](#)  
BOCC
2. [Approval of County Vouchers/Warrants Expenditure Approval Listing \(EAL\) and Commissioner Report](#)  
Accounting

3. [Approval of Bonds](#)  
BOCC
4. [Approval of Abates-Rebates](#)  
Joe Sanchez Lead Appraisal Technician Sweetwater County Assessor
5. [Letter of Support- Investing in the Future Workforce through the Sweetwater County School District #2 WY Community Project Funding Request for High School Work Based Learning Program](#)  
BOCC
6. [2025-26 Memorandum of Understanding between the Sweetwater County Board of County Commissioners and the Memorial Hospital of Sweetwater County](#)  
County Clerk Cindy Swenson
7. [Request to Restaff Vacant Position in Human Resources Department](#)  
Garry McLean, HR Director
8. [Request to Staff Treatment Court Case Manager](#)  
Garry McLean

**COMMISSIONER COMMENTS**

9:25- Commissioner Jones  
Taylor Jones

9:30- Chairman West  
Keaton D. West

9:35- Commissioner Slaughter  
Robb Slaughter

9:40 Commissioner Thoman  
Mary E. Thoman

9:45- Commissioner Richards  
Island Richards

**B. ACTION/PRESENTATION ITEMS**

1. [9:50- Statewide Poll Conducted to Understand Public Attitudes Toward Growth and Change in Wyoming](#)  
Josh Dorrell, CEO Wyoming Business Council
2. 10:20- Break  
BOCC
3. [10:30- Green River Green Belt Taskforce Activities update](#)  
John Freeman- Chairman of the Green Belt Task Force

4. 10:50- Approval of Amendment One to the FY 2026 CMAQ Subrecipient Grant Agreement.  
Grants Manager Krisena Marchal; Assistant Public Works Director Andy Hooten; Public Works Director Gene Legerski
5. 10:55- MOU regarding County Road 50 (Quealy Road)  
Gene Legerski, PE Director of Public Works
6. 11:00- SF299 Hiawatha Road ROW  
Gene Legerski, PE Director of Public Works
7. 11:05- Presentation of the Viewer Report for McKinnon Road ROW Alteration Petition  
Andy Hooten, PE Assistant Director of Public Works
8. 11:15- Resolution for Notice of Intent to Alter County Road 1 ROW  
Gene Legerski, PE Director of Public Works
9. 11:30- Resolution #26-02-EN-01 CR#87 Upper Superior Road  
Gene Legerski, Public Works Director
10. 11:35- Resolution 26-02-EN-02 Street Lights Upper Camp Reliance  
Gene Legerski, Public Works Director
11. 11:40- Certificate of Eligibility for the Land Patent located in T18N R105W, Sec 18, Lot 7, NE1/4SW1/4, and NW1/4SE1/4 aka the Justice Center Complex  
Gene Legerski, Public Works Director
12. 11:45- Southwest Counseling Service FY27 State Grant Application  
Melissa Wray-Marchetti, Interim Director and CFO for Southwest Counseling Service
13. 11:50- 2026 UMR Financial Renewal and Terms Amendment  
Human Resource Director Garry McLean
14. 12:00 Break  
BOCC
15. 12:10- County-Owned Property Sale  
County Treasurer Mark Cowan
16. 12:15- County Revenue Update  
Mark Cowan, Sweetwater County Treasurer
17. 12:25- SW WY Regional Airport Updates  
Devon Brubaker, Airport Director - Southwest Wyoming Regional Airport

**ADJOURN**

Per Wyo. Stat. §18-3-516(f) County information can be accessed on the County's website at [www.sweetwatercountywy.gov](http://www.sweetwatercountywy.gov)  
**The draft packet will be available on the county website on Friday afternoon (prior to the meeting).**



### MEETING REQUEST FORM

<b>Meeting Date Requested:</b> February 3, 2026	<b>Contact Phone and E-mail:</b> 307-872-3897
<b>Presenters Name, Title and Name of Organization:</b> BOCC	<b>Exact Wording for Agenda:</b> Approval of the January 20, 2026 Minutes
<b>Preference of Placement on Agenda &amp; Amount of Time Requested for Presentation:</b> 5 min	<b>Will there be handouts? (If yes, include with meeting request form)</b> Yes
<b>Will handouts require SIGNATURES?</b> Yes <b>SHOULD THE ITEM BE MARKED CONFIDENTIAL?</b> No	If you are submitting a Resolution or Proclamation, please forward in Word format to: <a href="mailto:shoemakers@sweetwatercountywy.gov">shoemakers@sweetwatercountywy.gov</a>
<b>Additional Information:</b>	
<b>Attachments:</b> <a href="#">2026-01-20 MINUTES WITH ATTACHMENTS.pdf</a>	

#### INSTRUCTIONS:

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

- If a request to be placed on an agenda is received **AFTER** the deadline, you will be considered for the next meeting date.

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

[2026-01-20 MINUTES WITH ATTACHMENTS.pdf](#)

January 20, 2026

Green River, WY

**PRELIMINARY:**

**PLEDGE OF ALLEGIANCE**

Chairman West opened the meeting with the Pledge of Allegiance.

**ROLL CALL / QUORUM PRESENT**

The Board of County Commissioners met this day at 9:00 a.m. in Regular Session with all Commissioners present.

**APPROVAL OF THE AGENDA**

Chairman West entertained a motion to approve the agenda.

***Mary Thoman moved to approve. Island Richards seconded the motion.*** Chairman West noted that due to the Weed and Pest representation area being verified, the scheduled break would now be taken prior to the Weed and Pest appointment. The motion carried.

**9:05- COUNTY RESIDENT COMMENTS/CONCERNS**

Chairman West opened the floor for public comment. Hearing no comments, Chairman West closed county resident comments/concerns.

**A) 9:15- CONSENT AGENDA**

**A.1) Approval of the January 6, 2026 Minutes**

**Department:** Board of County Commissioners

[Cover Page](#) 

[2026-01-06 MINUTES WITH ATTACHMENTS.pdf](#) 

[SIGNED 1-6-26 MINUTES](#) 

**A.2) Approval of County Vouchers/Warrants Expenditure Approval Listing (EAL) and Commissioner Report**

**Department:** County Clerk

[Cover Page](#) 

JANUARY 20, 2026			
WARRANT NO.s	PAYEE	DESCRIPTION	AMOUNT
129200-129212 & 48867-49099	EMPLOYEES AND PAYROLL VENDORS	PAYROLL RUN	1,842,660.74
129213 & 49100	EMPLOYEES AND PAYROLL VENDORS	PAYROLL RUN	1,327.71
48866	YWCA OF SWEETWATER COUNTY	BUDGET ALLOCATION	13,167.00
49101	CASTLE ROCK HOSPITAL DISTRICT	BUDGET ALLOCATION	112,521.67
49102	OPTUM BANK 76411492	CONTRIBUTIONS	8,696.44
49103	SOUTHWEST COUNSELING/MENTAL HEALTH	BUDGET ALLOCATION	50,000.00
49104	SOUTHWEST COUNSELING SERVICE	GRANT EXPENSES	18,798.34
49105	SWEETWATER COUNTY HEALTH BOARD	BUDGET ALLOCATION	27,471.67
49106	SWEETWATER COUNTY LIBRARY	NONGRANT EXPENSES	8,455.40
49107	SWEETWATER COUNTY LIBRARY	BUDGET ALLOCATION	274,695.24
49108	YWCA OF SWEETWATER COUNTY	GRANT EXPENSES	2,487.54
129179	AT&T MOBILITY	PHONE BILL	2,106.13
129180	BOB BARKER COMPANY INC	COMMISSARY	344.16
129181	CARDMEMBER SERVICE - 6379	POSTAGE	1,304.13
129182	CENTURYLINK	PHONE BILL	1,607.94
129183	CENTURYLINK	PHONE BILL	65.68
129184	ENBRIDGE GAS UT WY ID	UTILITIES	85.15
129185	HOMAX OIL SALES INC	DIESEL	3,138.70
129186	JOINT POWERS TELECOM BOARD	FIBER	1,500.00
129187	LONGHORN CONSTRUCTION INC	REPAIRS	6,500.00
129188	MOUNTAIN BAY SCUBA 06	AIR FILLS	90.00
129189	NMS LABS	ANALYSIS	431.00
129190	OPSEC SECURITY INC	ETAGS	225.00
129191	PILOT BUTTE BROADCASTING	ADS	300.00
129192	PREMIER BONE & JOINT CENTERS	EMPLOYEE MEDICAL	153.96
129193	ROCKY MTN POWER	UTILITIES	13,082.10
129194	SALVATION TOWING & RECOVERY INC	TOWING	150.00
129195	SHADOW MOUNTAIN WATER OF WYOMING INC	WATER	16.00

129196	SKAGGS COMPANIES INC	UNIFORMS/NAMETAPE	133.95
129197	SPECIALIZED PATHOLOGY CONSULTANTS, PC	AUTOPSY	1,360.00
129198	WEST SIDE SEWER DISTRICT	UTILITIES	7,176.00
129199	WYOMING SECRETARY OF STATE	NOTARY	60.00
129214	954 CONSULTANTS LLC	CAMERAS	16,187.25
129215	AMERIGAS PROPANE LP	PROPANE	1,397.85
129216	APPLICANTPRO HOLDINGS, LLC	SUBSCRIPTION	19.00
129217	AT&T MOBILITY	PHONE BILL	44.28
129218	AT&T MOBILITY	PHONE BILL	49.73
129219	BETTER BUSINESS PLANNING INC	FEES	2,208.92
129220	BRIDGER VALLEY ELECTRIC ASSN	UTILITIES	277.79
129221	CODALE ELECTRIC SUPPLY INC	PARTS	149.32
129222	COPIER & SUPPLY CO INC	CONTRACT	1,945.86
129223	ECOLAB INC	CLEANERS	935.24
129224	F B MCFADDEN WHOLESALE COMPANY	STOCK	390.50
129225	GRAINGER	SUPPLIES/CREDIT/PARTS	547.12
129226	GREEN RIVER STAR	ADS	3,552.00
129227	IWORQ SYSTEMS	MAINTENANCE	21,405.00
129228	LONGHORN CONSTRUCTION INC	SERVICES	3,889.00
129229	MALLORY SAFETY AND SUPPLY LLC	STOCK	439.92
129230	MOODY'S INVESTORS SERVICE INC	ANNUAL FEE	1,000.00
129231	MOUNTAINLAND SUPPLY COMPANY	CREDIT/PARTS	3,535.04
129232	MUNSON BOATS	BOAT REPAIR	149,138.00
129233	OFFICE SHOP INC	CONTRACTS	295.25
129234	PARETO HEALTH LLC	COST MANAGEMENT	9,048.00
129235	QUILL CORPORATION	STOCK/TONER/PENS	482.02
129236	R AND D SWEEPING AND ASPHALT MAINTENANCE LC	CONTRACT	3,640.27
129237	R S REFRIGERATION SUPPLY	PARTS	86.71
129238	ROCK SPRINGS CHAMBER OF COMMERCE	DUES	225.00
129239	ROCK SPRINGS MUNICIPAL UTILITY	UTILITIES	3,368.11
129240	ROCKY MTN POWER	UTILITIES	710.20
129241	SHADOW MOUNTAIN WATER OF WYOMING INC	WATER/RENTALS	63.50
129242	SHRM	MEMBERSHIPS	598.00
129243	SIMPLE DISTRIBUTORS LLC	STOCK	6,300.00
129244	SKAGGS COMPANIES INC	UNIFORMS/JACKETS	760.77
129245	STRODE FORENSICS PLLC	AUTOPSY	1,110.00
129246	SWEETWATER CO MEMORIAL HOSPITAL	LAB EXPENDITURES/MAINTENANCE EXPENDITURES	1,275,668.93
129247	SWEETWATER COUNTY FAIR	BUDGET ALLOCATION	153,358.69
129248	SWEETWATER COUNTY MUSEUM	BUDGET ALLOCATION	29,166.67

129249	TACTICALGEAR.COM	BOOTS	601.00
129250	TERMINIX OF WYOMING	SERVICE	341.00
129251	TOWN OF WAMSUTTER	FIRE PROTECTION	8,622.00
129252	TOWN OF WAMSUTTER	FIRE PROTECTION	5,400.00
129253	TREVIPAY - WALMART	CALENDAR/CORDLESS PHONE/CREDIT/EYEGLOSS CLEANER	71.76
129254	TRUENORTH STEEL, INC.	CULVERT	92,067.70
129255	UNION PACIFIC RAILROAD COMPANY	RENT	3,762.97
129256	UNION TELEPHONE COMPANY INC	PHONE BILL	52.20
129257	UNIVERSITY OF WYOMING EXTENSION	SALARIES/FRINGE	19,237.50
129258	WYODATA SECURITY INC	SHREDDING	1,965.00
129259	WYOMING WASTE SERVICES	UTILITIES	592.27
129260	YOUNG AT HEART CENTER	BUDGET ALLOCATIONS	24,333.34
		GRAND TOTAL:	4,249,152.33

[SIGNED EAL'S](#) 

A.3) **Approval of Bonds**

**Department:** Board of County Commissioners

[Cover Page](#) 

[BONDS.pdf](#) 

[SIGNED BONDS](#) 

A.4) **Approval of Monthly Reports**

**Department:** Board of County Commissioners

[Cover Page](#) 

[MONTHLY REPORTS.pdf](#) 

[SIGNED MONTHLY REPORTS](#) 

A.5) **Approval of Abates-Rebates**

**Department:** County Assessor

[Cover Page](#) 

[January 20th Abates-Rebates.pdf](#) 

TAXPAYER	VALUATION
TRIPLE C PAINTING	-291
TRIPLE C PAINTING	-296
TRIPLE C PAINTING	-300
M & P STANDARD RESTAURANT	-6048
M & P STANDARD RESTAURANT	-6155
M & P STANDARD RESTAURANT	-6243
INTERMOUNTAIN ELECTRIC SERVICE	-14142
INTERMOUNTAIN ELECTRIC SERVICE	-13653
INTERMOUNTAIN ELECTRIC SERVICE	-13227
	-60355

[SIGNED ABATES REBATES](#) 

A.6) **Request to Restaff Vacant Position in Information Technology Department**

**Department:** Human Resources

[Cover Page](#) 

[Request to Restaff vacant Position - IT Department.pdf](#) 

[SIGNED REQUEST TO RESTAFF IT SYSTEMS ADMINISTRATOR](#) 

Chairman West entertained a motion to approve the consent agenda as presented.

Chairman West recognized Representative Brady in the audience.

***Taylor C. Jones moved to approve. Robb Slaughter seconded the motion.*** The motion carried.

**COMMISSIONER COMMENTS**

**9:20- Commissioner Richards**

**Department:** Board of County Commissioners

Commissioner Richards reported on a site visit of the HHS building conducted with Treasurer Mark Cowan, County Clerk Cindy Swenson, Public Works Director Gene Legerski, and Human Resource Director Garry McLean. The visit was to evaluate the feasibility of relocating specific Treasurer and Clerk services to this facility to improve accessibility for residents. During the visit, concerns were raised about the underutilization of office space and the current model for nonprofit organizations. Commissioner Richards noted that recommendations for reallocating space to accommodate the Treasurer's and Clerk's offices are expected.

Commissioner Richards shared that he met with Human Resource Director Garry McLean to discuss an upcoming retirement within the department. Commissioner Richards explained that a

recommendation was made to initiate recruitment to ensure sufficient training overlap and noted this may require a mid-year budget amendment.

Commissioner Richards reported his attendance at the following meetings: the Rock Springs Chamber Luncheon featuring a presentation by the Southwest Wyoming Manufacturing Partnership, the Sweetwater County Economic Development Coalition (SEDC), during which the Board reviewed proposed bylaws and an operating plan to transition the SEDC into a self-sustaining entity, the Sweetwater County Republican Party quarterly meeting, the NACo CEWD Committee, and the NACo High Performance Leadership Academy.

Commissioner Richards explained that he participated in the Town Hall meeting, where a wide range of topics was discussed. Commissioner Richards expressed appreciation for the opportunity to engage with the public on a variety of topics. In addressing the county's fiscal outlook, Commissioner Richards emphasized that priority will be placed on statutory and structural county functions. Commissioner Richards noted that the current revenue climate necessitates a reduction in discretionary funding for outside agencies. Commissioner Richards reaffirmed the Board's commitment to providing competitive cost-of-living adjustments to county employees and reiterated that the ability to maintain these wages is a direct result of the county streamlining its workforce by one-third over the past several years.

Commissioner Richards shared that he provided a monthly county update during an interview with John King on KREO Radio.

Commissioner Richards provided an overview of his upcoming schedule.

The Commission recognized and extended congratulations to the Rock Springs Rocket Miner and the Green River Star for their recent Wyoming Press Association awards.

### **9:25- Commissioner Jones**

**Department:** Board of County Commissioners

Commissioner Jones reported his attendance at the following meetings: the Memorial Hospital Board of Trustees, where he shared that a formal compliment was received from a resident visiting the hospital, citing it as a testament to the quality of the facility and its staff, the Hospital Foundation Board retreat, where a presentation was given on fundraising efforts, the Rock Springs Chamber Luncheon, the Sweetwater County Republican Party quarterly meeting, the Joint Powers Telecom Board, and the Sweetwater County Town Hall meeting, echoing comments made by his fellow Commissioners.

Commissioner Jones provided a report regarding a recent virtual meeting with the Wyoming County Commissioners Association (WCCA) and various statewide commissioners. The primary focus of the discussion was on proposed legislative amendments to the direct distribution of sales and use tax revenues allocated to municipal and county governments. Commissioner Jones outlined the existing framework for direct distribution, stating that despite testimony from members of the Wyoming Association of Municipalities and WCCA advocating for maintained funding levels, the Joint Appropriations Committee has advanced a bill to modify the distribution structure. Commissioner Jones explained that the bill proposes a reduction in available sales and use

tax statewide distribution from the current 8% (currently \$146.25 million) to a fixed 5.6% (\$105 million based on sales and use tax levels). Commissioner Jones noted that while codification provides long-term predictability, it results in a significant immediate revenue loss. For Sweetwater County and each community inside Sweetwater County, this reduction is estimated to be approximately \$1 million.

Commissioner Jones provided an assessment of the proposed fiscal shifts involving direct distribution and property tax elimination, noting that any reductions in proposed direct distributions effectively result in the State Legislature retaining those funds rather than allocating them to local entities. Commissioner Jones reiterated that, unlike property taxes, which stay within municipalities and school districts, approximately 70 % of sales tax revenue is retained by the State, and it is estimated that the shift would cost Sweetwater County citizens approximately 2.5 times more than current property tax rates. Commissioner Jones further explained that under the sales tax model, local tax dollars would be redistributed across the state rather than remain within the county. Commissioner Jones concluded that moving away from property-based taxation would result in a substantial loss of local control over fiscal resources.

Commissioner Jones extended congratulations to Sheriff Grossnickle for 30 years of dedicated service.

### **9:30- Chairman West**

**Department:** Board of County Commissioners

Chairman West reported on his attendance at the Leadership Luncheon with Rock Springs Chamber Director Rick Lee, Rock Springs Mayor Max Mickelson, and Green River Mayor Pete Rust. During the luncheon, Chairman West shared that Commissioners Richards and Thoman will be coordinating with the Mayors to review and discuss the Combined Communications Joint Powers Board agreement. Chairman West further shared that they discussed the recent WYDOT presentation and discussed priorities for the upcoming legislative session.

Chairman West shared results from a meeting with Joint Travel and Tourism Director Jenissa Meredith, Rock Springs Mayor Mickelson, and Rock Springs Parks & Recreation Director JJ Syvrud regarding a feasibility study funded by Travel & Tourism. Chairman West shared that the study recommends a 95,000 sq. ft. facility situated next to the Family Recreation Center, consisting of five indoor courts and two turf fields, with an estimated project cost of \$29.5 million. Chairman West explained that the suggested multi-jurisdictional partnership involves Sweetwater County, the Cities of Rock Springs and Green River, and both local school districts. Chairman West expressed that the project warrants further exploration with the community and the consulting team to determine long-term viability. .

Chairman West reported that he received a call from Governor Gordon regarding the Sublette Antelope Migration Corridor. Chairman West explained, pursuant to a recent Executive Order, the Governor is creating a specialized taskforce to review the specific designations and impacts of the migration corridor and to provide him with a formal recommendation. Chairman West announced that Commissioner Slaughter has accepted the appointment to represent Sweetwater County on this taskforce.

Chairman West reported that he joined Commissioner Slaughter, Grants Manager Krisena Marchal, Chief Deputy County Attorney John DeLeon, and the Corona Insight Team for a presentation on the first phase of the Opioid Needs Assessment.

Chairman West reported his attendance at the Sweetwater County Republican Party quarterly meeting and the Sweetwater County Town Hall meeting, echoing comments made by his fellow Commissioners.

Chairman West shared that he attended a meeting requested by the Rocket Miner and its staff to discuss the relationship with the county, particularly the newspaper designee.

Chairman West reported on the ongoing logistics for the upcoming multi-county legislative dinner in Cheyenne, Wyoming.

Chairman West provided an overview of his upcoming schedule.

### **9:35- Commissioner Slaughter**

**Department:** Board of County Commissioners

Commissioner Slaughter shared that he met with Land Use Director Eric Bingham to discuss departmental issues and consult on various ongoing projects, and that he also met with Chief Deputy County Attorney John DeLeon to discuss ongoing county matters.

While Commissioner Slaughter was unable to attend the scheduled meeting with School District #2 Superintendent Scott Cooper, he received a comprehensive briefing from Human Resource Director Garry McLean. Commissioner Slaughter noted that a follow-up meeting has been scheduled.

Commissioner Slaughter reported that he joined Chairman West, Grants Manager Krisena Marchal, Chief Deputy County Attorney John DeLeon, and the Corona Insight Team for a presentation on the first phase of the Opioid Needs Assessment.

Commissioner Slaughter reported his attendance at the following meetings: the STAR Transit Board, which focused on objectives for the new year, prepared and conducted the Specific Purpose Tax Joint Powers Board (SPTJPB) meeting, where the Board reviewed the FY25 final audit report, and reported that the SPT distribution for the month was \$1,483,701.33 bringing the total collections to approximately 58% of the tax under the indenture, and the Sweetwater County Republican Party quarterly meeting.

Commissioner Slaughter shared that he participated in the Town Hall meeting, and appreciation was extended to the Land Use Department for organizing the event, Events Complex Director Kandi Pendleton for hosting, and Melissa Atkinson for moderating.

Commissioner Slaughter shared that he met with Sara DiRienzo from the Governor's Office and WGFDMartin Hicks regarding the Sublette County Antelope Migration Biological Risk Assessment. Commissioner Slaughter explained that Chairman West has submitted his name for consideration to join the Work Study Group tasked with reviewing the assessment and providing

recommendations to the Governor.

Commissioner Slaughter provided an overview of his upcoming schedule.

### **9:40- Commissioner Thoman**

**Department:** Board of County Commissioners

Commissioner Thoman shared that she attended the Eden Valley Senior luncheon with special guest VSO Mi Hye Robinson-Kim, who met with local veterans. Commissioner Thoman announced that the Veterans Service Office will hold future meetings on the second Thursday of each month to assist veterans with questions or applications.

Commissioner Thoman reported her attendance at the following meetings: the Rock Springs Chamber of Commerce Connections Luncheon, featuring a presentation from the Southwest Wyoming Manufacturing Partnership; the Sweetwater County Republican Party quarterly meeting; and the Wyoming Colorado River Advisory Group.

Commissioner Thoman reminded the public of the comment period regarding overweight limits on county roads, including proposed rules and fees, and that comments are due by February 20, 2026, and by February 6, 2026, for the new rules and changes to short-term rentals, zoning permit fees, parking rules, and wind/solar. Commissioner Thoman shared that she met several constituents regarding the short-term rental rules.

Commissioner Thoman shared that she met with Commissioner Richards to discuss the Joint Communications budget issues with appointed board members and administrative staff, and requested to work with legal, Rock Springs Mayor Max Mickelson, and Green River Mayor Pete Rust on the MOU for funding. Commissioner Thoman noted the need for the legislature to increase the 911 fee from \$0.75 to at least \$3.00 to support communication services.

Commissioner Thoman explained that she participated in the Town Hall meeting.

Commissioner Thoman provided an overview of her upcoming schedule.

## **B) ACTION/PRESENTATION ITEMS**

### **B.1) 9:45- Liaison Assignments**

**Department:** Board of County Commissioners

[Cover Page](#) 

[2025-2026 BOCC LIAISONS PDF.pdf](#) 

Chairman West presented the proposed Sweetwater County Board of County Commissioners liaison assignments for review and consideration. Following discussion, the Commission concurred to maintain all current assignments with no changes for the upcoming term.

The following liaison assignments were officially established for the current term:

<b>SWC BOARD OF COUNTY COMMISSIONERS 2026 LIAISON ASSIGNMENTS</b>	
<b>COUNTY ELECTED OFFICIALS</b>	<b>LIAISON</b>
	WEST
<b>CORE COUNTY DEPARTMENTS</b>	<b>LIAISON</b>
GRANTS ADMINISTRATION	SLAUGHTER
HUMAN RESOURCES / VETERAN SERVICES	RICHARDS
INFORMATION TECHNOLOGY (IT)	RICHARDS
LAND USE / PLANNING & ZONING	SLAUGHTER
PUBLIC WORKS / ENGINEERING / R&B / FACILITIES / MAINT / CUSTODIAL / PARKS	WEST
PURCHASING	JONES
JUVENILE PROBATION	THOMAN
COURT SECURITY	JONES
<b>COMPONENT UNITS &amp; OUTSIDE AGENCIES</b>	<b>LIAISON</b>
COMBINED COMMUNICATIONS JOINT POWERS BOARD	THOMAN
COUNTY LIBRARY	THOMAN
COUNTY MUSEUM BOARD	SLAUGHTER
GOLDEN HOUR SENIOR CITIZEN BOARD	THOMAN
MEMORIAL HOSPITAL BOARD OF TRUSTEES	JONES
PUBLIC HEALTH / ENVIRONMENTAL HEALTH BOARD	JONES
SOUTHWEST COUNSELING / MENTAL HEALTH BOARD	RICHARDS
SOUTHWEST WYOMING REGIONAL AIRPORT JOINT POWERS BOARD	RICHARDS
STAR TRANSIT AUTHORITY BOARD	SLAUGHTER
SWEETWATER EVENTS COMPLEX BOARD	WEST
YOUNG AT HEART SENIOR CITIZEN BOARD	WEST
PUBLIC LANDS, COALITION OF LOCAL GOVERNMENTS (CLG)	THOMAN/SLAUGHTER
<b>ACTUAL BOARD MEMBER APPOINTMENTS</b>	<b>BOARD MEMBER</b>
FIBER OPTIC TELECOMMUNICATIONS JOINT POWERS BOARD	JONES
SWEETWATER COUNTY OUTDOOR RECREATION COLLABORATIVE (SCORC)- NOT A BOARD BUT A COMMITTEE	RICHARDS
TRIPARTITE BOARD	SLAUGHTER
2023 SPECIFIC PURPOSE TAX JOINT POWERS BOARD	SLAUGHTER
WYOMING COUNTY COMMISSIONERS ASSOCIATION (WCCA)	WEST
SWEETWATER COUNTY WATER USERS COALITION	WEST
SOUTHWEST WYOMING MANUFACTURING PARTNERSHIP	THOMAN
SWEETWATER ECONOMIC DEVELOPMENT COALITION BOARD (SEDC)	RICHARDS

B.2) [9:50- Break](#)

**Department:** Board of County Commissioners

Chairman West called for a ten-minute break.

B.3) [10:00- Weed & Pest Board Appointment](#)

**Department:** Board of County Commissioners

[Cover Page](#) 

[2025-10-28- BOARD VACANCIES AD- EVENTS COMPLEX FAIR BOARD AND WEED AND PEST BOARD.docx](#) 

Chairman West reported a vacancy on the Weed & Pest District Board due to the expiring term of Louis Arambel, representing the Rock Springs area. Following the verification of the representation area, Chairman West entertained a motion to appoint Larry Folks to the Weed & Pest Board.

***Island Richards moved to approve. Mary Thoman seconded the motion.*** The motion carried.

B.4) [10:10- McGee, Hearne & Paiz FY25 Audit Report](#)

**Department:** Board of County Commissioners

[Cover Page](#) 

[2025 Sweetwater County, Wyoming Financial and Compliance Report, final draft 1-12-2026 \(Unsecured\).pdf](#) 

[2025 Sweetwater County, Wyoming Audit Committee Report, final draft 1-12-2026 \(Unsecured\).pdf](#) 

[2025 Sweetwater County, Wyoming Representation Letter, final draft 1-12-2026 \(Unsecured\).pdf](#) 

Chairman West introduced Stephanie Pickering, Partner/CPA at McGee, Hearne & Paiz (MHP), for the purpose of presenting the Fiscal Year 2025 (FY25) Audit Report. Ms. Pickering provided a comprehensive overview of the county's financial standing, highlighting the independent auditor's findings, internal control assessments, and compliance with state and federal regulations. Following discussion, Chairman West entertained a motion to approve the FY25 Audit Report as presented by McGee, Hearne & Paiz.

***Island Richards moved to approve. Robb Slaughter seconded the motion.*** The motion carried.

[SIGNED Sweetwater County, Wyoming Financial and Compliance Report](#) 

[SIGNED Sweetwater County, Wyoming Audit Committee Report](#) 

B.5) [10:40- McGee, Hearne & Paiz Proposed Fee Arrangement to Continue to Provide Financial Audit Services for Sweetwater County](#)

**Department:** Board of County Commissioners

[Cover Page](#) 

[Sweetwater County, Wyoming Extension Proposal 2026-2027.pdf](#) 

Following the presentation of the FY25 audit, Ms. Pickering presented a proposed fee arrangement from McGee, Hearne & Paiz, LLP to continue providing professional financial audit services for Sweetwater County through June 30, 2028. The proposal outlined the scope of services for the next three years, including the annual financial audit and compliance reviews. Ms. Pickering addressed the Board regarding the fee structure, noting that the arrangement maintains consistency with previous service levels while accounting for standard inflationary adjustments. Following discussion, Chairman West entertained a motion to approve the proposed fee arrangement to continue with McGee, Hearne & Paiz, LLP, and authorize the Chairman to sign the engagement letter.

***Taylor C. Jones moved to approve. Island Richards seconded the motion.*** The motion carried.

[SIGNED MHP FEE ARRANGEMENT TO CONTINUE TO PROVIDE FINANCIAL AUDIT SERVICES FOR SWEETWATER COUNTY](#) 

## **ADJOURN**

There being no further business to come before the Board of County Commissioners this day, the meeting was adjourned subject to the call of the Chairman. This meeting is available on the Sweetwater County YouTube channel and the County website. Links for specific meetings are available on the County website. County Clerk Office Manager/Executive Assistant to the Board of County Commissioners, Sally Shoemaker, respectfully submitted the minutes.

ATTEST:

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Cynthia L. Swenson, County Clerk

THE BOARD OF COUNTY COMMISSIONERS  
OF SWEETWATER COUNTY, WYOMING

---

Keaton D. West, Chairman

---

Island Richards, Member

---

Taylor C. Jones, Member

---

Robb Slaughter, Member

---

Mary E. Thoman, Member

\*\*\*\*\*



**MEETING REQUEST FORM**

<b>Meeting Date Requested:</b> February 3, 2026	<b>Contact Phone and E-mail:</b> 307-872-3754
<b>Presenters Name, Title and Name of Organization:</b> Accounting	<b>Exact Wording for Agenda:</b> Approval of County Vouchers/Warrants Expenditure Approval Listing (EAL) and Commissioner Report
<b>Preference of Placement on Agenda &amp; Amount of Time Requested for Presentation:</b> 5 minutes	<b>Will there be handouts? (If yes, include with meeting request form)</b> Yes
<b>Will handouts require SIGNATURES?</b> Yes <b>SHOULD THE ITEM BE MARKED CONFIDENTIAL?</b> No	If you are submitting a Resolution or Proclamation, please forward in Word format to: <a href="mailto:shoemakers@sweetwatercountywy.gov">shoemakers@sweetwatercountywy.gov</a>
<b>Additional Information:</b>	
<b>Attachments:</b> <a href="#">COMMISSIONER REPORT 2-3-26.pdf</a> <a href="#">EAL Approval Listing 2-3-2026.pdf</a>	

**INSTRUCTIONS:**

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***\*\*If your handout is not accompanied with the request, your request may be dismissed and you may reschedule for the next meeting provided the handout(s) are received.\*\****
- If you are presenting a **Resolution or Proclamation**, it must be submitted in Word Format and emailed to: [shoemakers@sweetwatercountywy.gov](mailto:shoemakers@sweetwatercountywy.gov)
- As always, if you are unable to attend the meeting after being placed onto an agenda, please send a representative in your place or your item may be rescheduled.

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- If a request to be placed on an agenda is received **AFTER** the deadline, you will be considered for the next meeting date.

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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

[COMMISSIONER REPORT 2-3-26.pdf](#)

[EAL Approval Listing 2-3-2026.pdf](#)

2/3/2026

WARRANT NO.s	PAYEE	DESCRIPTION	AMOUNT
	EMPLOYEES AND PAYROLL VENDORS	<b>PAYROLL RUN</b>	None
49109	OPTUM BANK 76411492	CONTRIBUTIONS	8,513.94
49110	REILLY, CARLA SULLIVAN	FEES	729.17
49111	ROBERT A SPENCE	FEES	1,000.00
49112	SWEETWATER FAMILY RESOURCE CENTER	GRANT EXPENSES	6,950.00
49113	SWEETWATER TROPHIES AND ENGRAVING	SHIPPING	84.82
49115	REDI SERVICES LLC	RESTROOMS	2,040.00
49116	STAFFORD, NANCY	MILEAGE	939.75
49117	SWCO CONSERVATION DISTRICT	BUDGET ALLOCATION	8,769.73
49118	SWEETWATER FAMILY RESOURCE CENTER	BUDGET ALLOCATION	1,666.66
49114	WEX BANK	FUEL	4,983.50
129261	954 CONSULTANTS LLC	SERVICES	15,160.00
129262	AIRGAS USA LLC	NITROGEN	64.70
129263	ALL WEST COMMUNICATIONS	INTERNET	165.20
129264	ALSCO UNIFORMS	SERVICES	221.12
129265	AMERIGAS PROPANE LP	PROPANE	2,446.26
129266	AUTOZONE LLC	PARTS/ANTIFREEZE/BATTERY CHARGER/ SUPPLIES	498.24
129267	BIZSTREAM INC	SUBSCRIPTION	4,788.00
129268	BLUE 360 MEDIA, LLC	MANUALS	295.04
129269	BOB BARKER COMPANY INC	COMMISSARY	818.59
129270	BOYS 'N BERRYS LLC	SUBSCRIPTION	1,785.00
129271	BRIDGER VALLEY ELECTRIC ASSN	UTILITIES	154.92
129272	BRIDGERLAND CARQUEST	PARTS/OIL	1,002.32
129273	CARDMEMBER SERVICE	TRAVEL/INMATE SUPPLIES/ INMATE RX/TRAINING/SUBCRIPTIONS/K9 SUPPLIES/ SHIPPING/FUEL	8,328.68
129274	CARDMEMBER SERVICE	MEAL/DUES	292.49
129275	CARDMEMBER SERVICE - 6379	POSTAGE	1,141.40
129276	CITY OF GREEN RIVER	UTILITIES	1,255.56
129277	CJ SIGNS	SIGNS	377.00
129278	CLEARVIEW IMPROVEMENT & SERVICE DISTRICT	UTILITIES	216.32
129279	CONTINENTAL BATTERY SYSTEMS	BATTERY	199.32
129280	COPIER & SUPPLY CO INC	COPIER	5,438.11
129281	DECKER AUTO GLASS/THE GLASS WAREHOU	WINDSHIELDS	402.50
129282	DOI/BLM	APPLICATION	1,050.00
129283	DUSTBUSTERS ENTERPRISES INC	PARTS	9,937.48
129284	F B MCFADDEN WHOLESALE COMPANY	STOCK	1,638.90
129285	FLEETPRIDE	PARTS	46.09
129286	FLOYD'S TRUCK CENTER	PARTS	554.69
129287	FREMONT MOTOR ROCK SPRINGS INC	REPAIR/PARTS/SERVICES	3,836.64
129288	GIOLINGO	INTERPRETER	360.00
129289	GOLDEN HOUR SENIOR CENTER INC	BUDGET ALLOCATION	13,750.00
129290	GREEN RIVER ACE HARDWARE	SUPPLIES/PARTS	194.84
129291	HIGH SECURITY LOCK & ALARM	MONITORING	616.00
129292	HOMAX OIL SALES INC	POWERDRIVE FLUID/DRUM DEPOSIT/DIESEL/FUEL	34,922.77
129293	ISI WATER CHEMISTRIES	SERVICE	881.11
129294	K-PACK PHARMACY	INMATE RX	3,202.90
129295	KENWORTH SALES COMPANY	PARTS	116.82

Ran for Dates: 1/15/2026 to 1/22/2026

129296	LEIBEE PRECISION MACHINE	INJECTORS	1,860.00
129297	MARCHAL, KRISENA	MILEAGE	41.44
129298	MATTHEW BENDER & CO INC	RULE BOOKS/CREDIT	1,536.44
129299	MCKESSON MEDICAL-SURGICAL GOVERNMENT SOLUTIONS LLC	MEDICAL SUPPLIES	250.23
129300	MEMORIAL HOSPITAL OF SWEETWATER CO	TITLE 25	47,211.87
129301	MHL BLADES	GRADER BLADES	15,966.00
129302	MOUNTAINLAND SUPPLY COMPANY	PARTS	266.03
129303	NAPA AUTO PARTS UNLIMITED	PARTS	104.29
129304	NORTH SWEETWATER WATER AND SEWER DISTRICT	UTILITIES	60.00
129305	PT HOSE & BEARING	PARTS	141.24
129306	RESOLUT	CONTRACT	8,367.00
129307	ROCK SPRINGS ACE HARDWARE	BATTERY/PARTS	104.98
129308	ROCK SPRINGS, GREEN RIVER, SWC JNT POWERS BOARD	BUDGET ALLOCATION	253,265.56
129309	ROCKY MTN POWER	UTILITIES	14,739.35
129310	RON'S ACE RENTALS	PARTS	138.71
129311	ROWSER CONSTRUCTION LLC	REPAIR	3,700.00
129312	SHADOW MOUNTAIN WATER OF WYOMING INC	RENTAL	13.50
129313	SHRM	MEMBERSHIP	75.00
129314	SIDELINE COLLECTIONS INC	RANDOMS	375.00
129315	SKAGGS COMPANIES INC	POLOS/FREIGHT/NAMETAPE	160.95
129316	SPRECHER, AARON J	PHONE REIMBURSMENT	818.00
129317	STANDARD PLUMBING SUPPLY CO	HOSE	23.99
129318	STAPLES ADVANTAGE - DEPT LA	STOCK	44.77
129319	STREAMLINE SUPPLY, NUTECH SPECIALTI	SUPPLIES	308.20
129320	SWEETWATER CO CHILD DEVELOPMENT CENTER	REIMBURSEMENT	12,215.51
129321	SWEETWATER TRANSIT AUTHORITY	GRANT EXPENSES	1,200.00
129322	SWEETWATER TRANSIT AUTHORITY	BUDGET ALLOCATION	23,150.00
129323	THE PARTRIDGE PSYCHOLOGICAL GROUP	SESSIONS/PRE-EMPLOYMENT	2,038.00
129324	THE TIRE DEN INC	TIRES/PARTS/REPAIR/ALIGNMENT	1,711.78
129325	TOWN OF WAMSUTTER	UTILITIES	40.60
129326	TOWN OF WAMSUTTER	FIRE PROTECTION	900.00
129327	UNION TELEPHONE COMPANY INC	PHONE BILL	894.54
129328	WHISLER CHEVROLET COMPANY	PARTS	818.16
129329	WILLIAM H SMITH & ASSOCIATES INC	CONTRACT	9,440.00
129330	WORKFORCEQA LLC	PRE-EMPLOYMENT	120.00
129331	WYOMING DEPT OF WORKFORCE SERVICES	WORKERS' COMPENSATION	32,534.81
129332	WYOMING MACHINERY COMPANY	PARTS	1,117.57
129333	WYOMING OFFICE OF GUARDIAN AD LITEM	GAL FEES	16,523.15
129334	WYOMING STATE 4-H FOUNDATION	DUES	100.00
129335	WYOMING WASTE SERVICES	UTILITIES	3,584.88
129336	WYOMING FIRST AID & SAFETY SUPPLY LLC	SUPPLIES	55.92
129337	YOUNG AT HEART CENTER	GRANT EXPENSES	903.00
129338	954 CONSULTANTS LLC	CAMERA PLATES	375.41
129339	ALL WEST COMMUNICATIONS	INMATE TV'S	254.47
129340	ALSCO UNIFORMS	SERVICES	73.42
129341	AMAZON CAPITAL SERVICES INC	PHONE ACCESSORIES/FLAGPOLE RINGS/PLINTS/CALENDAR/BATTERIES/OUTDOOR ASHTRAY/BOOTS/OIL FILTER/ WAREHOUSE SIGN	1,671.90
129342	AMERIGAS PROPANE LP	PROPANE	713.23

129343	ARNELL JR. P.C., GARY B	FEES	4,062.50
129344	AT&T MOBILITY	CRADLE POINTS	1,139.80
129345	BOB BARKER COMPANY INC	COMMISSARY	495.66
129346	CITY OF ROCK SPRINGS	IRRIGATION	9,603.71
129347	CITY OF ROCK SPRINGS	RENT	1,870.00
129348	COMMUNICATION TECHNOLOGIES INC	RENT	175.00
129349	COUNTY CLERKS' ASSOCIATION OF WYOMING	DUES	500.00
129350	DELL MARKETING L P	BRACKETS	70.98
129351	DEPARTMENT OF TRANSPORTATION	PLATES	20.00
129352	ENBRIDGE GAS UT WY ID	UTILITIES	24,753.58
129353	F B MCFADDEN WHOLESALE COMPANY	STOCK	687.90
129354	HOME DEPOT CREDIT SERVICES	DOORBELL/TOOLS/SUPPLIES/MICROWAVE/JACK STAND/EAR MUFFS/DRAWERS/CREDIT	2,954.59
129355	INBERG-MILLER ENGINEERS	CONTRACT	21,732.25
129356	KENWORTH SALES COMPANY	PARTS	2,478.11
129357	MARSHALL'S TRUCK REPAIR LLC	MACHINE LATHE	3,500.00
129358	MCKESSON MEDICAL-SURGICAL GOVERNMENT SOLUTIONS LLC	MEDICAL SUPPLIES	330.35
129359	MEMORIAL HOSPITAL OF SWEETWATER CO	BLOOD DRAW	104.00
129360	MITCHELL1	SUBSCRIPTION	1,908.00
129361	MOUNTAINLAND POWER EQUIPMENT	SUPPLIES	142.06
129362	OFFICE SHOP INC	CONTRACT	122.80
129363	PT HOSE & BEARING	CHAINS	2,698.69
129364	QUILL CORPORATION	CHAIR/SUBSCRIPTION/SUPPLIES	652.51
129365	REAL KLEEN JANITORIAL	CLEANERS	1,763.40
129366	ROCK SPRINGS ACE HARDWARE	RV PUMP	99.99
129367	ROCK SPRINGS IV CENTER	INMATE MEDICAL	147.65
129368	ROCK SPRINGS, INC.	PARTS	239.77
129369	ROCKY MTN POWER	UTILITIES	1,392.89
129370	VICTORIA SCHOFIELD ATTORNEY	FEES	810.00
129371	SHEPARD CONSTRUCTION SOLUTIONS LLC	CONTRACT	36,515.97
129372	SKAGGS COMPANIES INC	POLOS/JACKETS	577.70
129373	SMYTH PRINTING INC	ENVELOPES	1,657.00
129374	SOURCE OFFICE & TECHNOLOGY	STOCK	16.95
129375	SPECIALIZED PATHOLOGY CONSULTANTS, PC	AUTOPSY	1,360.00
129376	STIFEL NICOLAUS AND COMPANY INC	FEES/ACCOUNT MAINTENANCE	172.00
129377	SUMMIT FOOD SERVICE LLC	INMATE MEALS	36,512.37
129378	TACTICALGEAR.COM	BOOTS	104.00
129379	THE MASTER'S TOUCH LLC	POSTCARDS	1,861.75
129380	THOMSON REUTERS-WEST PAYMENT CENTER	SUBSCRIPTION	2,549.10
129381	TREVIPAY - WALMART	COFFEE/CORDLESS PHONE	376.03
129382	TUBBS MD LLC, KENNON C	INMATE MEDICAL	6,333.00
129383	VERIZON WIRELESS	PHONE BILL	2,558.44
129384	WHITE MOUNTAIN SEWER DISTRICT	UTILITIES	46.00
129385	WYOMING CORONER'S ASSOCIATION	DUES	175.00
129386	YOUNG AT HEART CENTER	GRANT EXPENSES	2,551.90
		<b>GRAND TOTAL:</b>	<b>789,668.88</b>

	DATE	AMOUNT	WARRANT #'S	ADVICE #'S
EAL	1/15/2026	595,340.91	129261-129337	49109-49114
EAL	1/22/2026	194,327.97	129338-129386	49115-49118
EAL				
EAL				
EAL				

Check #                      Advice #

Payroll Run  
Payroll Run  
Payroll Run  
Payroll Run

TOTAL AMOUNT                      \$789,668.88

Vouchers in the above amount are hereby approved and ordered paid this date of 02/03/2026

\_\_\_\_\_  
Keaton D. West, Chairman

\_\_\_\_\_  
Taylor C. Jones, County Commissioner

\_\_\_\_\_  
Island Richards, County Commissioner

\_\_\_\_\_  
Robert D. Slaughter, County Commissioner

Attest:

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

\_\_\_\_\_  
Mary E. Thoman, County Commissioner



### MEETING REQUEST FORM

<b>Meeting Date Requested:</b> February 3, 2026	<b>Contact Phone and E-mail:</b> 307-872-3897
<b>Presenters Name, Title and Name of Organization:</b> BOCC	<b>Exact Wording for Agenda:</b> Approval of Bonds
<b>Preference of Placement on Agenda &amp; Amount of Time Requested for Presentation:</b> 5 min	<b>Will there be handouts? (If yes, include with meeting request form)</b> Yes
<b>Will handouts require SIGNATURES?</b> Yes <b>SHOULD THE ITEM BE MARKED CONFIDENTIAL?</b> No	If you are submitting a Resolution or Proclamation, please forward in Word format to: <a href="mailto:shoemakers@sweetwatercountywy.gov">shoemakers@sweetwatercountywy.gov</a>
<b>Additional Information:</b>	
<b>Attachments:</b> <a href="#">BONDS.pdf</a>	

#### INSTRUCTIONS:

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80 West Flaming Gorge Way

Meeting Room #115

Green River, Wyoming

[BONDS.pdf](#)

**Approval of Bonds**  
**OFFICIAL BOND AND OATH**  
**2-3-2026**

<b><u>NAME</u></b>	<b><u>OFFICE</u></b>	<b><u>BOND AMOUNT</u></b>
SUSAN CARNES	HIGH DESERT RURAL HEALTHCARE DISTRICT	\$ 5,000.00
TRAVIS GINES	EDEN VALLEY IMPROVEMENT DISTRICT	\$ 10,000.00
MELISSA MISNER	EDEN VALLEY IMPROVEMENT DISTRICT	\$100,000.00
AFTON SMITH	EDEN VALLEY IMPROVEMENT DISTRICT	\$ 50,000.00
KYLE SMITH	EDEN VALLEY IMPROVEMENT DISTRICT	\$ 10,000.00

THE BOARD OF COUNTY COMMISSIONERS  
FOR SWEETWATER COUNTY, WYOMING

\_\_\_\_\_  
Keaton D. West, Chairman

\_\_\_\_\_  
Taylor C. Jones

ATTEST:

\_\_\_\_\_  
Island Richards, Commissioner

\_\_\_\_\_  
Cynthia L. Swenson, County Clerk

\_\_\_\_\_  
Robert D. Slaughter, Commissioner

\_\_\_\_\_  
Mary E. Thoman, Commissioner

Wyoming



# Western Surety Company

## OFFICIAL BOND AND OATH

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 72473750

That we Susan Carnes

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

Dated this 7th day of January, 2026.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was duly Appointed to the office of Trustee of High Desert Rural Healthcare District, and State aforesaid for the term beginning January 4th, 2026, and ending January 4th, 2030.

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



Susan Carnes  
Principal

WESTERN SURETY COMPANY

By Larry Kasten  
Larry Kasten, Vice President

ACKNOWLEDGMENT OF SURETY

(Corporate Officer)

STATE OF SOUTH DAKOTA }  
County of Minnehaha } ss

On this 7th day of January, 2026, before me, appeared

Larry Kasten to me personally known, being by me sworn, and did say that he is the aforesaid officer of WESTERN SURETY COMPANY, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said officer acknowledged said instrument to be the free act and deed of said corporation.



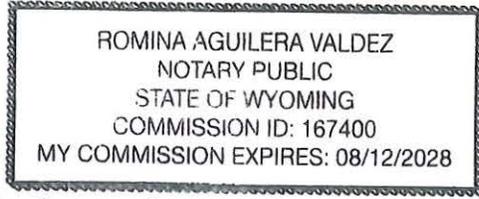
J. Gordon  
Notary Public

OATH OF OFFICE

I do solemnly swear (or affirm) that I will support, obey and defend the constitution of the United States, and the constitution of the state of Wyoming; that I have not knowingly violated any law related to my election or appointment, or caused it to be done by others; and that I will discharge the duties of my office with fidelity.

Susan Carner

State of Wyoming }  
County of Sweetwater } ss



This Oath of Office was subscribed and sworn to before me by Susan Carner  
on this 21st day of January, 2026

My commission expires: R. Valdez  
Notary Public, Wyoming

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF WYOMING }  
County of Sweetwater } ss

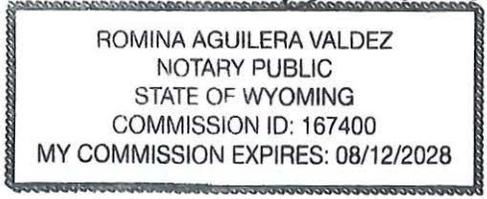
On this 21st day of January, 2026, before me, personally appeared

Susan Carner, to me known to be the person described in and who executed the foregoing instrument as Principal, and acknowledged that the same was executed as

her free act and deed.

My commission expires  
Aug 12, 2028

R. Valdez  
Notary Public, Wyoming



# Western Surety Company

## POWER OF ATTORNEY

### KNOW ALL MEN BY THESE PRESENTS:

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

Larry Kasten of Sioux Falls,  
State of South Dakota, its regularly elected Vice President,  
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One Trustee High Desert Rural Healthcare District

bond with bond number 72473750

for Susan Carnes

as Principal in the penalty amount not to exceed: \$ 5,000.00

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

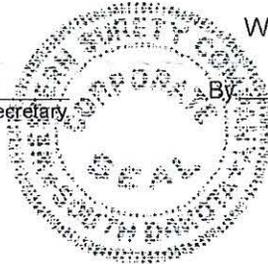
This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President with the corporate seal affixed this 7th day of January, 2026.

ATTEST

L. Bauder  
L. Bauder, Assistant Secretary



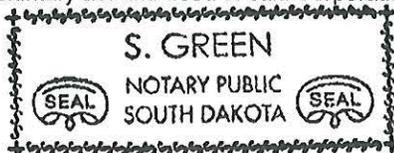
WESTERN SURETY COMPANY

Larry Kasten  
Larry Kasten, Vice President

STATE OF SOUTH DAKOTA }  
COUNTY OF MINNEHAHA } ss

On this 7th day of January, 2026, before me, a Notary Public, personally appeared Larry Kasten and L. Bauder

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.



S. Green  
My Commission Expires February 12, 2027  
Notary Public

To validate bond authenticity, go to [www.cnasurety.com](http://www.cnasurety.com) > Owner/Obligee Services > Validate Bond Coverage.



Wyoming



# Western Surety Company

## OFFICIAL BOND AND OATH

KNOW ALL PERSONS BY THESE PRESENTS:

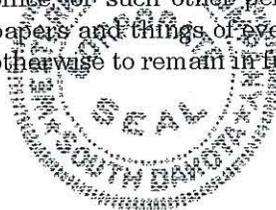
Bond No. 65376028

That we Travis Gines,  
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 Ten Thousand and 00/100 DOLLARS (\$ 10,000.00),  
to which payment well and truly to be made, we bind ourselves and our legal representatives, jointly and  
severally, firmly by these presents.

Dated this 5th day of January, 2026.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden  
Principal was duly Elected, to the office of Chairman  
in the \_\_\_\_\_ of Eden Valley Improvement District,  
and State aforesaid for the term beginning January 20th, 2026, and ending  
January 20th, 2027.

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



Principal

WESTERN SURETY COMPANY

Larry Kasten, Vice President

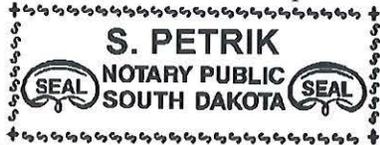
ACKNOWLEDGMENT OF SURETY

(Corporate Officer)

STATE OF SOUTH DAKOTA }  
County of Minnehaha } ss

On this 5th day of January, 2026, before me, appeared

Larry Kasten to me personally known, being by me sworn, and did say that he is the aforesaid officer of WESTERN SURETY COMPANY, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said officer acknowledged said instrument to be the free act and deed of said corporation.



*S. Petrik*

Notary Public

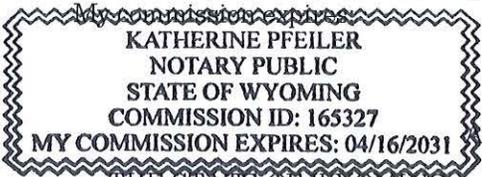
OATH OF OFFICE

I do solemnly swear (or affirm) that I will support, obey and defend the constitution of the United States, and the constitution of the state of Wyoming; that I have not knowingly violated any law related to my election or appointment, or caused it to be done by others; and that I will discharge the duties of my office with fidelity.

*[Signature]*

State of Wyoming }  
County of Sweetwater } ss

This Oath of Office was subscribed and sworn to before me by Travis Gines on this 15 day of January, 2026



*Travis Gines*

*Kath Pfeil*

Notary Public, Wyoming

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF WYOMING }  
County of Sweetwater } ss

On this 15 day of January, 2026, before me, personally appeared

*Travis Gines*

, to me known to be the person described in and who executed the foregoing instrument as Principal, and acknowledged that the same was executed as

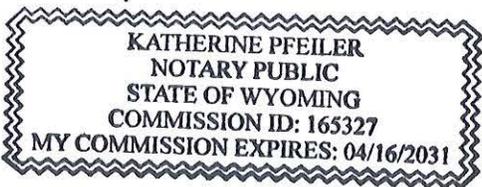
his (Chairman) free act and deed.

My commission expires

April 16, 2031

*Kath Pfeil*

Notary Public, Wyoming



# Western Surety Company

## POWER OF ATTORNEY

### KNOW ALL MEN BY THESE PRESENTS:

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

Larry Kasten of Sioux Falls,  
State of South Dakota, its regularly elected Vice President,  
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One Chairman Eden Valley Improvement District

bond with bond number 65376028

for Travis Gines

as Principal in the penalty amount not to exceed: \$ 10,000.00

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

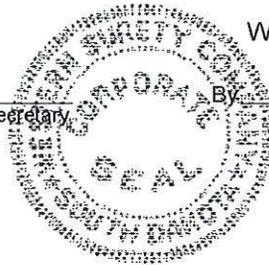
"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President with the corporate seal affixed this 5th day of January, 2026.

ATTEST

L. Bauder

L. Bauder, Assistant Secretary



WESTERN SURETY COMPANY

Larry Kasten

Larry Kasten, Vice President

STATE OF SOUTH DAKOTA }  
COUNTY OF MINNEHAHA } ss

On this 5th day of January, 2026, before me, a Notary Public, personally appeared Larry Kasten and L. Bauder

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.



My Commission Expires February 12, 2027

S. Green

Notary Public

To validate bond authenticity, go to [www.cnasurety.com](http://www.cnasurety.com) > Owner/Obligee Services > Validate Bond Coverage.



Wyoming



# Western Surety Company

## OFFICIAL BOND AND OATH

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 65376067

That we Melissa Misner,

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

Dated this 5th day of January, 2026.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden

Principal was duly Elected, to the office of Secretary/Treasurer

in the \_\_\_\_\_ of Eden Valley Improvement District,

and State aforesaid for the term beginning January 20th, 2026, and ending

January 20th, 2027.

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



Melissa Misner Principal

WESTERN SURETY COMPANY

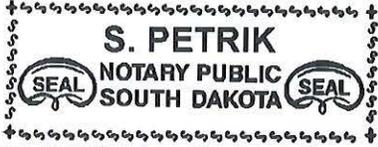
By Larry Kasten  
Larry Kasten, Vice President

ACKNOWLEDGMENT OF SURETY  
(Corporate Officer)

STATE OF SOUTH DAKOTA }  
County of Minnehaha } ss

On this 5th day of January, 2026, before me, appeared

Larry Kasten to me personally known, being by me sworn, and did say that he is the aforesaid officer of WESTERN SURETY COMPANY, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said officer acknowledged said instrument to be the free act and deed of said corporation.



S. Petrik  
Notary Public

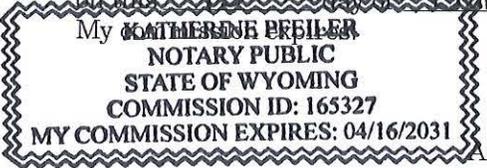
OATH OF OFFICE

I do solemnly swear (or affirm) that I will support, obey and defend the constitution of the United States, and the constitution of the state of Wyoming; that I have not knowingly violated any law related to my election or appointment, or caused it to be done by others; and that I will discharge the duties of my office with fidelity.

Melissa Misner

State of Wyoming }  
County of Sweetwater } ss

This Oath of Office was subscribed and sworn to before me by Melissa Misner  
on this 15 day of January, 2026



Kath Pfeiler  
Notary Public, Wyoming

ACKNOWLEDGMENT OF PRINCIPAL

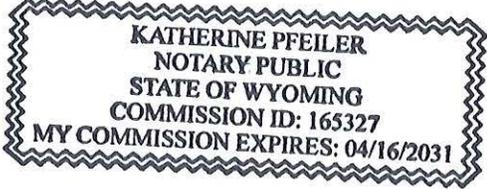
THE STATE OF WYOMING }  
County of Sweetwater } ss

On this 15 day of January, 2026, before me, personally appeared

Melissa Misner, to me known to be the person described in and who executed the foregoing instrument as Principal, and acknowledged that the same was executed as her (Secretary/Treasurer) free act and deed.

My commission expires  
April 16, 2031

Kath Pfeiler  
Notary Public, Wyoming



# Western Surety Company

## POWER OF ATTORNEY

### KNOW ALL MEN BY THESE PRESENTS:

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

Larry Kasten of Sioux Falls,  
State of South Dakota, its regularly elected Vice President,  
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One Secretary/Treasurer Eden Valley Improvement District

bond with bond number 65376067

for Melissa Misner  
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 copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President with the corporate seal affixed this 5th day of January, 2026.

ATTEST

L. Bauder

L. Bauder, Assistant Secretary



WESTERN SURETY COMPANY

Larry Kasten

Larry Kasten, Vice President

STATE OF SOUTH DAKOTA }  
COUNTY OF MINNEHAHA } ss

On this 5th day of January, 2026, before me, a Notary Public, personally appeared Larry Kasten and L. Bauder

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.



My Commission Expires February 12, 2027

S. Green

Notary Public

To validate bond authenticity, go to [www.cnasurety.com](http://www.cnasurety.com) > Owner/Obligee Services > Validate Bond Coverage.



Wyoming



# Western Surety Company

## OFFICIAL BOND AND OATH

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 67289596

That we Afton Smith,  
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 Rural Health Care, the State of Wyoming, in the penal  
sum of Fifty Thousand and 00/100 DOLLARS (\$ 50,000.00),  
to which payment well and truly to be made, we bind ourselves and our legal representatives, jointly and  
severally, firmly by these presents.

Dated this 15th day of January, 2026.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden  
Principal was duly elected or appointed to the office of Treasurer  
in the Eden Valley Rural Health Care  
and State aforesaid for the term beginning January 1st, 2026, and ending  
January 1st, 2027.

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



Afton Smith  
Principal

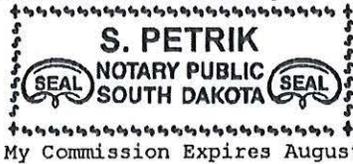
WESTERN SURETY COMPANY  
By Larry Kasten  
Larry Kasten, Vice President

ACKNOWLEDGMENT OF SURETY  
(Corporate Officer)

STATE OF SOUTH DAKOTA }  
County of Minnehaha } ss

On this 15th day of January, 2026, before me, appeared

Larry Kasten to me personally known, being by me sworn, and did say that he is the aforesaid officer of WESTERN SURETY COMPANY, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said officer acknowledged said instrument to be the free act and deed of said corporation.



S. Petrik  
Notary Public

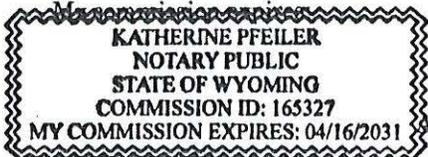
OATH OF OFFICE

I do solemnly swear (or affirm) that I will support, obey and defend the constitution of the United States, and the constitution of the state of Wyoming; that I have not knowingly violated any law related to my election or appointment, or caused it to be done by others; and that I will discharge the duties of my office with fidelity.

Afton Smith

State of Wyoming }  
County of Sweetwater } ss

This Oath of Office was subscribed and sworn to before me by Afton Smith  
on this 15 day of January, 2026



Kath Pfeiler  
Notary Public, Wyoming

ACKNOWLEDGMENT OF PRINCIPAL

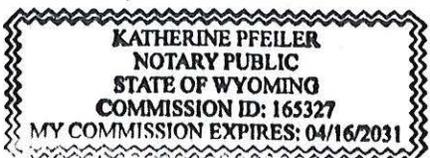
THE STATE OF WYOMING }  
County of Sweetwater } ss

On this 15 day of January, 2026, before me, personally appeared

Afton Smith, to me known to be the person described in and who executed the foregoing instrument as Principal, and acknowledged that the same was executed as her (Treasurer) free act and deed.

My commission expires  
April 16, 2031

Kath Pfeiler  
Notary Public, Wyoming



# Western Surety Company

## POWER OF ATTORNEY

### KNOW ALL MEN BY THESE PRESENTS:

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

Larry Kasten of Sioux Falls,  
State of South Dakota, its regularly elected Vice President,  
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One Treasurer Eden Valley Rural Health Care

bond with bond number 67289596

for Afton Smith

as Principal in the penalty amount not to exceed: \$ 50,000.00.

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President with the corporate seal affixed this 15th day of January, 2026.

ATTEST

L. Bauder  
L. Bauder, Assistant Secretary



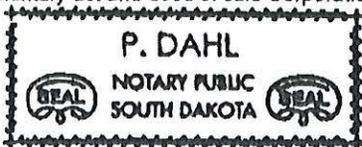
WESTERN SURETY COMPANY

Larry Kasten  
Larry Kasten, Vice President

STATE OF SOUTH DAKOTA }  
COUNTY OF MINNEHAHA } ss

On this 15th day of January, 2026, before me, a Notary Public, personally appeared Larry Kasten and L. Bauder

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.



My Commission Expires June 18, 2031

P. Dahl  
Notary Public

To validate bond authenticity, go to [www.cnasurety.com](http://www.cnasurety.com) > Owner/Obligee Services > Validate Bond Coverage.



Wyoming



# Western Surety Company

## OFFICIAL BOND AND OATH

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 65376048

That we Kyle Smith,

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 Ten Thousand and 00/100 DOLLARS (\$ 10,000.00), to which payment well and truly to be made, we bind ourselves and our legal representatives, jointly and severally, firmly by these presents.

Dated this 5th day of January, 2026.

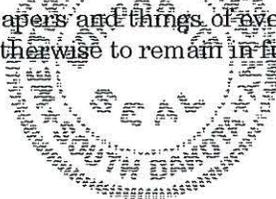
THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was duly elected, to the office of Vice Chairman

in the Eden Valley Improvement District

and State aforesaid for the term beginning January 20th, 2026, and ending

January 20th, 2027.

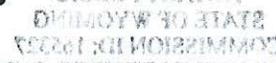
NOW THEREFORE, If the above bounden Principal and their deputies shall faithfully, honestly and impartially perform all the duties of their said office of Vice Chairman as is or may be prescribed by law, and shall with all reasonable skill, diligence, good faith and honesty safely keep and be responsible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



[Signature]  
Principal

WESTERN SURETY COMPANY

By [Signature]  
Larry Kasten, Vice President



ACKNOWLEDGMENT OF SURETY  
(Corporate Officer)

STATE OF SOUTH DAKOTA }  
County of Minnehaha } ss

On this 5th day of January, 2026, before me, appeared

Larry Kasten to me personally known, being by me sworn, and did say that he is the aforesaid officer of WESTERN SURETY COMPANY, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said officer acknowledged said instrument to be the free act and deed of said corporation.



S. Petrik  
Notary Public

OATH OF OFFICE

I do solemnly swear (or affirm) that I will support, obey and defend the constitution of the United States, and the constitution of the state of Wyoming; that I have not knowingly violated any law related to my election or appointment, or caused it to be done by others; and that I will discharge the duties of my office with fidelity.

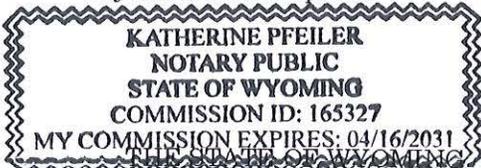
[Signature]

State of Wyoming }  
County of Sweetwater } ss

This Oath of Office was subscribed and sworn to before me by  
on this 15 day of January, 2026

Kyle Smith  
Kath Phil

Notary Public, Wyoming



ACKNOWLEDGMENT OF PRINCIPAL

County of Sweetwater } ss

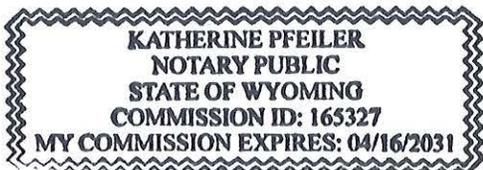
On this 15 day of January, 2026, before me, personally appeared

Kyle Smith, to me known to be the person described in and who executed the foregoing instrument as Principal, and acknowledged that the same was executed as his (Vice-Chairman) free act and deed.

My commission expires

April 16, 2031

Kath Phil  
Notary Public, Wyoming



# Western Surety Company

## POWER OF ATTORNEY

### KNOW ALL MEN BY THESE PRESENTS:

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

Larry Kasten of Sioux Falls,  
State of South Dakota, its regularly elected Vice President,  
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One Vice Chairman Eden Valley Improvement District

bond with bond number 65376048

for Kyle Smith

as Principal in the penalty amount not to exceed: \$ 10,000.00.

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President with the corporate seal affixed this 5th day of January, 2026.

ATTEST

L. Bauder  
L. Bauder, Assistant Secretary



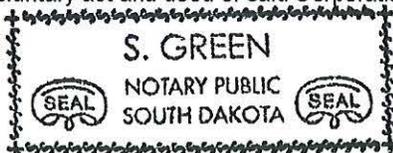
WESTERN SURETY COMPANY

By Larry Kasten  
Larry Kasten, Vice President

STATE OF SOUTH DAKOTA }  
COUNTY OF MINNEHAHA } ss

On this 5th day of January, 2026, before me, a Notary Public, personally appeared Larry Kasten and L. Bauder

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.



My Commission Expires February 12, 2027

S. Green  
Notary Public

To validate bond authenticity, go to [www.cnasurety.com](http://www.cnasurety.com) > Owner/Obligee Services > Validate Bond Coverage.





### MEETING REQUEST FORM

<b>Meeting Date Requested:</b> February 3, 2026	<b>Contact Phone and E-mail:</b> sanchezj@sweetwatercountywy.gov
<b>Presenters Name, Title and Name of Organization:</b> Joe Sanchez Lead Appraisal Technician Sweetwater County Assessor	<b>Exact Wording for Agenda:</b> Approval of Abates-Rebates
<b>Preference of Placement on Agenda &amp; Amount of Time Requested for Presentation:</b> n/a	<b>Will there be handouts? (If yes, include with meeting request form)</b> No
<b>Will handouts require SIGNATURES?</b> No <b>SHOULD THE ITEM BE MARKED CONFIDENTIAL?</b> No	If you are submitting a Resolution or Proclamation, please forward in Word format to: shoemakers@sweetwatercountywy.gov
<b>Additional Information:</b>	
<b>Attachments:</b> <a href="#">February 3rd Meeting.pdf</a>	

#### INSTRUCTIONS:

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

[sweetwatercountywy.gov](http://sweetwatercountywy.gov) on Thursday afternoon by clicking “Commissioner's Agenda”.

- If a request to be placed on an agenda is received **AFTER** the deadline, you will be considered for the next meeting date.

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80 West Flaming Gorge Way

Meeting Room #115

Green River, Wyoming

[February 3rd Meeting.pdf](#)

**Authorization for Abate/Rebate of Ad Valorem Taxes**

**FEBRUARY 3RD, 2026 MEETING**

<b>NOVC</b>	<b>TAXPAYER</b>	<b>ACCOUNT</b>	<b>TAX DIST</b>	<b>VALUATION</b>	<b>TAX YEAR</b>	<b>ADJUSTMENTS</b>	<b>REASON</b>	<b>A/R NUMBER</b>
	BRINKERHOFF BRIAN	104995	151	-614	2023	-44.46	MH DEMOLISHED	2126
	BLY BROGAN	104995	151	-632	2024	-46.73	MH DEMOLISHED	2226
	BLY BROGAN	104995	151	-469	2025	-34.70	MH DEMOLISHED	2326
	HAYES JAMES E & PATRICIA L	149372	101	-84	2024	-5.79	MH VALUED ON LAND ACCOUNT	2426
	HAYES JAMES E & PATRICIA L	149372	101	-84	2025	-5.79	MH VALUED ON LAND ACCOUNT	2526
2025-0216	BRIDGER COAL COMPANY	49203	101	-103708	2020	-7,071.23	DOR	2626
2025-0216	BRIDGER COAL COMPANY	49203	101	-111971	2021	-7,642.92	DOR	2726
2025-0216	BRIDGER COAL COMPANY	49203	101	-107911	2022	-7,344.75	DOR	2826
2026-0007	CROWHEART ENERGY LLC	154921	100	-1840	2023	-123.65	DOR	2926
2026-0007	CROWHEART ENERGY LLC	156657	112	-274630	2023	-18,729.49	DOR	21026

2026-0012	WEXPRO COMPANY	154960	200	-5	2022	-0.33	DOR	21126
2026-0012	WEXPRO COMPANY	49451	203	-150165	2021	-9,406.34	DOR	21226
2026-0012	WEXPRO COMPANY	49451	203	-597383	2022	-37,394.38	DOR	21326
2026-0013	WEXPRO II CO	152335	203	-158905	2022	-9,946.98	DOR	21426
2026-0016	HRM RESOURCES III LLC	156675	112	-67325	2023	-4,591.50	DOR	21526
2026-0016	HRM RESOURCES III LLC	156676	213	-65124	2023	-4,132.70	DOR	21626
2026-0024	CROWHEART ENERGY LLC	156684	112	-4713	2023	-321.42	DOR	21726
	MORA RESENDIZ JOSE	105798	151	-543	2023	-39.32	MH DEMOLISHED	21826
	MORA RESENDIZ JOSE	105798	151	-565	2024	-41.78	MH DEMOLISHED	21926
	MORA RESENDIZ JOSE	105798	151	-419	2025	-31.00	MH DEMOLISHED	22026

THE BOARD OF COUNTY COMMISSIONERS  
OF SWEETWATER COUNTY, WYOMING

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Keaton D. West, Chariman

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Taylor C Jones, Memeber

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Island Richards, Member

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Robert D. Slaughter, Member

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Mary E. Thoman, Member  
\*\*\*\*\*

ATTEST:

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Cynthia L. Swenson, County Clerk



**MEETING REQUEST FORM**

<b>Meeting Date Requested:</b> February 3, 2026	<b>Contact Phone and E-mail:</b> 307-872-3897
<b>Presenters Name, Title and Name of Organization:</b> BOCC	<b>Exact Wording for Agenda:</b> Letter of Support- Investing in the Future Workforce through the Sweetwater County School District #2 WY Community Project Funding Request for High School Work Based Learning Program
<b>Preference of Placement on Agenda &amp; Amount of Time Requested for Presentation:</b> 5 min	<b>Will there be handouts? (If yes, include with meeting request form)</b> Yes
<b>Will handouts require SIGNATURES?</b> Yes <b>SHOULD THE ITEM BE MARKED CONFIDENTIAL?</b> No	If you are submitting a Resolution or Proclamation, please forward in Word format to: shoemakers@sweetwatercountywy.gov
<b>Additional Information:</b>	
<b>Attachments:</b> <a href="#">Sweetwater County Letter of Support - SWCSD#2 WY CPF.doc</a>	

**INSTRUCTIONS:**

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Meeting Room #115

Green River, Wyoming

[Sweetwater County Letter of Support - SWCSD#2 WY CPF.doc](#)

February 3, 2026

The Honorable Congresswoman Harriet Hageman  
United States House of Representatives  
1227 Longworth House Office Building  
Washington, DC 20515

Subject: Letter of Support – Investing in the Future Workforce through the Sweetwater County School District #2 (SWCSD#2) WY Community Project Funding Request for High School Work-Based Learning (WBL) Program

Dear Congresswoman Hageman:

On behalf of the **Sweetwater County Commissioners**, we are pleased to express our unanimous support for **Sweetwater County School District #2 (SWCSD#2)**'s request for WY Community Project funds to expand and enhance their Work-Based Learning (WBL) program, Graduating Ready for Industry and Purpose (GRIP).

The health of our county's economy is directly tied to the talent and readiness of our graduating high school students. We recognize that the most significant long-term challenge facing Sweetwater County is the **recruitment and retention of a skilled local workforce**. The SWCSD#2 WBL program is one of the most effective tools we have to address this critical need.

### **Economic and Community Benefit**

This WBL program is not just an educational initiative; it is a **vital piece of our regional economic development strategy**. By connecting Green River High School (GRHS) students directly with local industries—from energy and mining to healthcare and technical trades—the program achieves tangible results:

- **Filling Local Gaps:** Students receive hands-on experience and training in the specific, high-demand careers that fuel Sweetwater County, ensuring local businesses have a reliable pipeline of qualified candidates.
- **Encouraging Retention:** Students who participate in structured WBL experiences are significantly more likely to choose to live and work in Sweetwater County after graduation, combating the "brain drain" that impacts rural areas.

# SWEETWATER — COUNTY —

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BOARD OF COUNTY COMMISSIONERS

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- **Civic Responsibility:** The program fosters a sense of civic responsibility and provides students with a foundational understanding of the local economy that sustains their community.

We are fully committed to collaborating with SWCSD#2 to ensure the success of this program. This WBL model has proven effective, but its current scope is limited by available resources.

The requested WY Community Project funding is essential for scaling the program to meet the surging interest from both students and local employers. This investment will allow the District to hire the necessary staff to manage expanded partnerships, procure safety equipment, and maintain the infrastructure required for high-quality, hands-on experiences.

The Sweetwater County Commissioners strongly urge you to approve the WY Community Project request for Sweetwater County School District #2's Work-Based Learning program. This investment is crucial for the prosperity and stability of our entire county, providing students the opportunity to "Get a GRIP on their future today!"

Sincerely,

Keaton D. West, Chairman  
Sweetwater County Commission

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Island Richards  
Sweetwater County Commissioner

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Taylor C. Jones  
Sweetwater County Commissioner

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Robert D. Slaughter  
Sweetwater County Commissioner

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Mary E. Thoman  
Sweetwater County Commissioner



### MEETING REQUEST FORM

<b>Meeting Date Requested:</b> February 3, 2026	<b>Contact Phone and E-mail:</b> 307-872-3897
<b>Presenters Name, Title and Name of Organization:</b> County Clerk Cindy Swenson	<b>Exact Wording for Agenda:</b> 2025-26 Memorandum of Understanding between the Sweetwater County Board of County Commissioners and the Memorial Hospital of Sweetwater County
<b>Preference of Placement on Agenda &amp; Amount of Time Requested for Presentation:</b> 5 min	<b>Will there be handouts? (If yes, include with meeting request form)</b> Yes
<b>Will handouts require SIGNATURES?</b> Yes <b>SHOULD THE ITEM BE MARKED CONFIDENTIAL?</b> No	If you are submitting a Resolution or Proclamation, please forward in Word format to: <a href="mailto:shoemakers@sweetwatercountywy.gov">shoemakers@sweetwatercountywy.gov</a>
<b>Additional Information:</b>	
<b>Attachments:</b> <a href="#">2025-26 Memorandum of Understanding between the Sweetwater County Board of County Commissioners and the Memorial Hospital of Sweetwater County.pdf</a>	

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Meeting Room #115

Green River, Wyoming

[2025-26 Memorandum of Understanding between the Sweetwater County Board of County Commissioners and the Memorial Hospital of Sweetwater County.pdf](#)

**2025-26 MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE SWEETWATER COUNTY BOARD OF COUNTY  
COMMISSIONERS AND  
THE MEMORIAL HOSPITAL OF SWEETWATER  
COUNTY**

1. **PARTIES.** The parties to this Memorandum of Understanding (“MOU”) are the Sweetwater County Board of County Commissioners (“COUNTY”), 80 West Flaming Gorge Way, Green River, Wyoming 82935 and the Board of Trustees of Memorial Hospital of Sweetwater County (the “Hospital”), 1200 College Drive, Rock Springs, Wyoming 82901.
2. **PURPOSE AND SCOPE.** The parties recognize the value of continuing the collaborative relationship to provide quality healthcare to the Sweetwater County community in accordance with Wyoming law. The parties are entering into this MOU with the specific and mutual goals of working together to ensure the Hospital has the necessary COUNTY funding to be the community’s trusted healthcare leader; address COUNTY funding of the Hospital for the 2025-2026 fiscal year as set forth under Wyoming law; provide information to the Hospital regarding changes to the budgeting methods that will be implemented by COUNTY during the 2023-2024 fiscal year; and, ensure the collaborative and productive relationship between the parties continues.
3. **TERM.** The provisions of this MOU shall commence on July 1, 2025, or the date last executed by the duly authorized representatives of the parties to this MOU, whichever is later, and shall terminate on June 30, 2026. See W.S. § 16-4-111(a). There is no right or expectation of extension and any extension will be determined at the discretion of the parties.
4. **PROPERTY.** In accordance with the terms and conditions of Title 18, Chapter 8 of Wyoming Statutes, COUNTY owns the real property, attachments, additions, alterations, improvements and grounds located at:
  - a. Memorial Hospital of Sweetwater County, Rock Springs, Wyoming 82901.

The above-identified grounds shall be referred to as the “Property.”
5. **SERVICES.** In accordance with the terms and conditions of Title 18, Chapter 8 of Wyoming Statute, the Hospital provides healthcare services to the Sweetwater County community.
6. **THE COMMITMENTS OF THE PARTIES:**
  - a. The parties hereby expressly acknowledge this MOU and the ongoing collaboration between the parties described herein are exclusively governed by the provisions of Title 18, Chapter 8 of Wyoming Statutes and applicable Wyoming and federal law. Notwithstanding anything contained herein, it is the

intent of the parties to comply with all the provisions of Title 18, Chapter 8 of Wyoming Statutes and applicable Wyoming and federal law. Any provision of this MOU that is determined to be in conflict with the provisions of Title 18, Chapter 8 of Wyoming Statutes and applicable Wyoming or federal law shall be null and void and in no further force or effect.

- b. COUNTY shall appropriate the budget request of the Hospital for Hospital maintenance in the amount of \$1,447,109.40. The COUNTY will take into account prior realized Hospital mill dedications and revenues from taxes such that the budget dedication as of the date of this MOU is \$1,447,109.40. COUNTY shall appropriate additional funds in an amount determined by COUNTY to compensate the Hospital for Title 25 funding as set forth below in paragraph c. The appropriation for \$1,447,109.40 includes \$426,350.00 for the purpose of remodeling rooms within the Hospital obstetrics department pursuant to Resolution 25-05-CC-01.
- c. Title 25: The Hospital provides emergency detention mental health services in accordance with Title 25 of the Wyoming Statutes ("Title 25"). COUNTY is obligated by statute to reimburse the Hospital for certain Title 25 costs as set forth in W.S. § 25-10-112. The actual funding required to cover the statutory costs of Title 25 patients during the term of this MOU is dependent on the number of Title 25 patients treated. Based on the Title 25 patient volume from the previous year, the estimated cost to treat Title 25 patients during the term of this MOU is \$275,003.00. The budgeted amount of Title 25 funding in the amount of \$275,003.00 may increase or decrease depending on the volume of Title 25 patients during the 2025-2026 fiscal year. From time to time during the 2025-2026 fiscal year, as the Hospital treats Title 25 patients, the Hospital will submit funding requests for the treatment of Title 25 patients to COUNTY for approval. If the cost of Title 25 patients exceeds the budgeted amount of \$275,003.00, COUNTY will increase the budgeted amount of \$275,003.00 to cover the excess cost. If the cost of Title 25 patients is less than \$275,003.00, COUNTY will retain any unexpended funds from the budgeted amount of \$275,003.00. At the end of the 2025-2026 fiscal year, the Title 25 budget amount of \$275,003.00 will be amended by COUNTY to accurately reflect the actual Title 25 funds expended for 2025-2026. The parties shall follow the same procedure used during the 2024-2025 fiscal year to calculate the Title 25 reimbursement amounts, submit requests for payment, provide Title 25 budget information to COUNTY and amend the Title 25 budget.
- d. Said total appropriation, including any Title 25 amendments as set forth herein, shall satisfy all statutory requirements and the total number of mills dedicated to the Hospital with no amounts owing. Notwithstanding anything contained herein, the Hospital, in its sole discretion, shall be permitted to request funds deemed necessary by the Hospital or request matching grant funds from COUNTY in excess of the budgeted amounts set forth herein.
- e. The Hospital acknowledges COUNTY will receive prior Hospital dedications and revenues from taxes to be set into the county memorial hospital fund which will then be distributed via voucher reimbursement in the estimated amount of \$1,447,109.40 subject to the Title 25 budget amendments referenced herein and

in accordance with applicable Wyoming law.

- f. COUNTY issued revenue bonds in 2006 and 2008 for the purpose of acquiring, erecting, constructing, reconstructing, improving, remodeling, furnishing or equipping the Property. The same bonds were reissued or converted in 2013, 2021 and 2023.

## 7. GENERAL PROVISIONS.

- a. No Admission; Neither party will consider, deem, or suggest that anything in this MOU constitutes the other party's admission of liability, wrongdoing, or violation of Law.
- b. Termination: This MOU may be terminated (a) by either party, with thirty (30) days prior written notice to the other party; or (b) upon mutual written agreement by both parties.
- c. Amendments: Any changes, modifications, revisions, or amendments to this MOU which are mutually agreed upon by the parties to this MOU shall be only by written agreement, duly executed by all parties hereto.
- d. Contingencies: The parties certify and warrant no gratuities, kick-backs or contingency fees were paid in connection with this MOU, nor were any fees, commissions, gifts or other considerations made contingent upon the execution of this MOU.
- e. COUNTY Governmental/Sovereign Immunity: COUNTY does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 et seq., by entering into this MOU. Further, COUNTY fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this MOU.
- f. Hospital Governmental/Sovereign Immunity: the Hospital does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 et seq., by entering into this MOU. Further, the Hospital fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this MOU.
- g. Notices: All notices required and permitted under this MOU shall be deemed to have been given, if and when deposited in the U.S. Mail, properly stamped and addressed to the party for whom intended at such party's address listed herein, or when personally delivered to such party. A party may change its address for notice hereunder by giving written notice to the other party.
- h. Counterparts: This MOU may be executed in two or more counterparts, each of which will together be deemed an original, but all of which together shall constitute one and the same instrument. If any signature is delivered by facsimile transmission, electronic mail of a PDF format data file, or electronic signature, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such signature were an original thereof.

- i. Audit and Access to Records: The parties to this MOU and their respective representatives shall have access to any books, documents, papers, electronic data, and records which are pertinent to this MOU ("Records"). A party receiving a request for Records shall immediately, upon receiving the request from the requesting party, provide said documents to the requesting party or its representative or independent auditor for review and cooperate fully with the same.

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**COUNTY HOSPITAL DEPRECIATION ACCOUNT  
MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE SWEETWATER COUNTY BOARD OF COUNTY  
COMMISSIONERS AND  
THE MEMORIAL HOSPITAL OF SWEETWATER COUNTY**

**Signature Page**

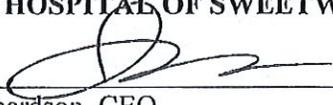
**SWEETWATER COUNTY, WYOMING**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Keaton D. West, Chairman, Sweetwater County Commissioners

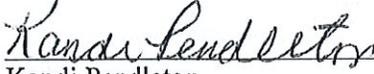
**ATTEST:**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Cynthia L. Lane, Sweetwater County Clerk

**MEMORIAL HOSPITAL OF SWEETWATER COUNTY DIRECTOR**

By:  \_\_\_\_\_ Date 10-1-2025  
Irene Richardson, CEO,  
Memorial Hospital of Sweetwater County

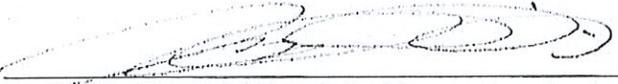
**MEMORIAL HOSPITAL OF SWEETWATER BOARD OF TRUSTEES**

By:  \_\_\_\_\_ Date 10/1/25  
Kandi Pendleton,  
President of the Board of Trustees,  
Memorial Hospital of Sweetwater County

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

**REVIEWED AND APPROVED AS TO FORM ONLY:**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Sweetwater County Attorney

By:  \_\_\_\_\_ Date 10/1/25  
Attorney for Memorial Hospital of Sweetwater County



### MEETING REQUEST FORM

<b>Meeting Date Requested:</b> February 3, 2026	<b>Contact Phone and E-mail:</b> 307-872-3910; <a href="mailto:mcleang@sweetwatercountywy.gov">mcleang@sweetwatercountywy.gov</a>
<b>Presenters Name, Title and Name of Organization:</b> Garry McLean, HR Director	<b>Exact Wording for Agenda:</b> Request to Restaff Vacant Position in Human Resources Department
<b>Preference of Placement on Agenda &amp; Amount of Time Requested for Presentation:</b> consent agenda	<b>Will there be handouts? (If yes, include with meeting request form)</b> Yes
<b>Will handouts require SIGNATURES?</b> Yes <b>SHOULD THE ITEM BE MARKED CONFIDENTIAL?</b> No	If you are submitting a Resolution or Proclamation, please forward in Word format to: <a href="mailto:shoemakers@sweetwatercountywy.gov">shoemakers@sweetwatercountywy.gov</a>
<b>Additional Information:</b>	
<b>Attachments:</b> <a href="#">HR Specialist.pdf</a>	

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80 West Flaming Gorge Way

Meeting Room #115

Green River, Wyoming

[HR Specialist.pdf](#)

**Sweetwater County  
Request to Restaff - Cost Summary Sheet**

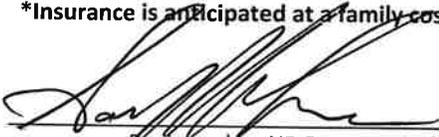
Board Meeting Date: **2/3//2026**  
 Department: **Human Resources**  
 Position: **Human Resources Specialist**  
 Vacancy Date: **7/2/2026**  
 Reason for Vacancy: **Employee is retiring**  
 Department Request: **Requesting to restaff vacant position in March to allow training.**  
 Anticipated Restaff Date: **3/15/2026**

	Previous	Anticipated	Net difference
	Costs to Staff Position	Costs to Staff Position	
Job Title	Human Resources Specialist	Human Resources Specialist	
Full-time/Part-time	Full-time	Full-time	
Hire Date	7/17/2000	3/15/2026	
Grade	20	16	
Step	8	5	
Monthly Salary	\$7,264.26	\$5,004.04	-\$2,260.22
Retirement	\$1,388.93	\$956.77	-\$432.15
Health Insurance	\$2,368.33	\$3,612.47	\$1,244.14
LTD	\$23.10	\$15.91	-\$7.19
FICA	\$555.72	\$382.81	-\$172.91
Workers Comp	\$34.87	\$24.02	-\$10.85
<b>Total Benefits</b>	<b>\$4,370.94</b>	<b>\$4,991.98</b>	<b>\$621.04</b>
<b>Total Monthly Cost of Employment</b>	<b>\$11,635.20</b>	<b>\$9,996.02</b>	<b>-\$1,639.18</b>
<b>Total Annual Cost of Employment</b>	<b>\$139,622.41</b>	<b>\$119,952.28</b>	<b>-\$19,670.13</b>
<b>Net Difference</b>	<b>-\$19,670.13</b>		

**Notes:**

\*Entry level rate of pay is referenced above at Grade 16, step 2, \$60,048.48, annually. Potentially staffing at the lateral entry rate of pay which would be Grade 18, step 5, \$73,320.16.

\*Insurance is anticipated at a family cost, former employee elected Employee + Spouse coverage

  
 Reviewed by HR Representative (signature) 1-26-26  
Date

  
 Reviewed by Department Head/Elected Official (signature) 1-26-26  
Date

Commission Chair (signature)

Date



### MEETING REQUEST FORM

<b>Meeting Date Requested:</b> February 3, 2026	<b>Contact Phone and E-mail:</b> 307-872-3910/mcleang@sweetwatercountywy.gov
<b>Presenters Name, Title and Name of Organization:</b> Garry McLean	<b>Exact Wording for Agenda:</b> Request to Staff Treatment Court Case Manager
<b>Preference of Placement on Agenda &amp; Amount of Time Requested for Presentation:</b> consent agenda	<b>Will there be handouts? (If yes, include with meeting request form)</b> Yes
<b>Will handouts require SIGNATURES?</b> Yes <b>SHOULD THE ITEM BE MARKED CONFIDENTIAL?</b> No	If you are submitting a Resolution or Proclamation, please forward in Word format to: <a href="mailto:shoemakers@sweetwatercountywy.gov">shoemakers@sweetwatercountywy.gov</a>
<b>Additional Information:</b>	
<b>Attachments:</b> <a href="#">Treatment Court.pdf</a>	

#### INSTRUCTIONS:

- All requests to be added to the agenda, along with handouts and original documents to be signed, must be submitted in writing on the “Meeting Request Form” by Tuesday at 10:00 a.m. prior to the scheduled meeting and returned in person or electronically to Administrative Assistant Sally Shoemaker at: [shoemakers@sweetwatercountywy.gov](mailto:shoemakers@sweetwatercountywy.gov)  
*\*\*If your handout is not accompanied with the request, your request may be dismissed and you may reschedule for the next meeting provided the handout(s) are received.\*\**
- If you are presenting a **Resolution or Proclamation**, it must be submitted in Word Format and emailed to: [shoemakers@sweetwatercountywy.gov](mailto:shoemakers@sweetwatercountywy.gov)
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Meeting Room #115

Green River, Wyoming

[Treatment Court.pdf](#)

**Sweetwater County  
Request to Restaff - Cost Summary Sheet**

**Board Meeting Date:** 2/3//2026

**Department:** Treatment Court

**Position:** Case Manager

**Vacancy Date:** n/a

**Reason for Vacancy:** n/a

**Department Request:** Requesting to staff this position full time.

**Anticipated Restaff Date:** 2/4/2026

		<b>Anticipated Costs to Staff Position</b>
<b>Benefits</b>	<b>Job Title</b>	Case Manager
	<b>Full-time/Part-time</b>	Full-time
	<b>Hire Date</b>	2/4/2026
	<b>Annual Salary</b>	\$39,150.00
	<b>Retirement</b>	n/a
	<b>Health Insurance</b>	\$14,627.74
	<b>FICA</b>	\$2,994.98
	<b>Workers Comp</b>	\$1,104.03
	<b>Total Benefits</b>	\$18,726.75
	<b>Total Annual Cost of Employment</b>	<b>\$57,876.75</b>

**Notes:**

- \* 100% of the costs for this position will be reimbursed from the State of Wyoming
- \* This will be an employment contract
- \* Insurance above is at a single cost

  
 \_\_\_\_\_  
 Reviewed by HR Representative (signature) 1-26-26  
Date

  
 \_\_\_\_\_  
 Reviewed by Department Head/Elected Official (signature) 1-26-26  
Date

\_\_\_\_\_  
 Commission Chair (signature) Date



**MEETING REQUEST FORM**

<b>Meeting Date Requested:</b> February 3, 2026	<b>Contact Phone and E-mail:</b> Amy Quick- amy.quick@wyo.gov and Cortney Sutcliffe
<b>Presenters Name, Title and Name of Organization:</b> Josh Dorrell, CEO Wyoming Business Council	<b>Exact Wording for Agenda:</b> 9:50- Statewide Poll Conducted to Understand Public Attitudes Toward Growth and Change in Wyoming
<b>Preference of Placement on Agenda &amp; Amount of Time Requested for Presentation:</b> 10:00- 30-40 min	<b>Will there be handouts? (If yes, include with meeting request form)</b> No
<b>Will handouts require SIGNATURES?</b> No <b>SHOULD THE ITEM BE MARKED CONFIDENTIAL?</b> No	If you are submitting a Resolution or Proclamation, please forward in Word format to: shoemakers@sweetwatercountywy.gov
<b>Additional Information:</b> Mr. Dorrell will share the results of a statewide poll to understand Wyoming voter attitudes toward growth & change.  He will present to the commissioners virtually via a Zoom link or whatever technology the commissioners prefer.  The Wyoming Business Council will likely have at least one other member of their team in attendance in person.	
<b>Attachments:</b>	

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Shoemaker at: [shoemakers@sweetwatercountywy.gov](mailto:shoemakers@sweetwatercountywy.gov)

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Green River, Wyoming



**MEETING REQUEST FORM**

<b>Meeting Date Requested:</b> February 3, 2026	<b>Contact Phone and E-mail:</b> 307-871-0064- freeman@wyoming.com
<b>Presenters Name, Title and Name of Organization:</b> John Freeman- Chairman of the Green Belt Task Force	<b>Exact Wording for Agenda:</b> 10:30- Green River Green Belt Taskforce Activities update
<b>Preference of Placement on Agenda &amp; Amount of Time Requested for Presentation:</b> 20 min- after 10:00	<b>Will there be handouts? (If yes, include with meeting request form)</b> Yes
<b>Will handouts require SIGNATURES?</b> No <b>SHOULD THE ITEM BE MARKED CONFIDENTIAL?</b> No	If you are submitting a Resolution or Proclamation, please forward in Word format to: shoemakers@sweetwatercountywy.gov
<b>Additional Information:</b> Mr. Freeman acknowledged that Sweetwater County is in need of a Recreation Plan.  Mr. Freeman will email the handouts	
<b>Attachments:</b>	

**INSTRUCTIONS:**

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**MEETING REQUEST FORM**

<b>Meeting Date Requested:</b> February 3, 2026	<b>Contact Phone and E-mail:</b> (307) 872-3888 <a href="mailto:marchalk@sweetwatercountywy.gov">marchalk@sweetwatercountywy.gov</a> ; <a href="mailto:hootena@sweetwatercountywy.gov">hootena@sweetwatercountywy.gov</a> ; <a href="mailto:legerskig@sweetwatercountywy.us">legerskig@sweetwatercountywy.us</a>
<b>Presenters Name, Title and Name of Organization:</b> Grants Manager Krisena Marchal; Assistant Public Works Director Andy Hooten; Public Works Director Gene Legerski	<b>Exact Wording for Agenda:</b> 10:50- Approval of Amendment One to the FY 2026 CMAQ Subrecipient Grant Agreement.
<b>Preference of Placement on Agenda &amp; Amount of Time Requested for Presentation:</b> Anytime, 5 minutes	<b>Will there be handouts? (If yes, include with meeting request form)</b> Yes
<b>Will handouts require SIGNATURES?</b> Yes <b>SHOULD THE ITEM BE MARKED CONFIDENTIAL?</b> No	If you are submitting a Resolution or Proclamation, please forward in Word format to: <a href="mailto:shoemakers@sweetwatercountywy.gov">shoemakers@sweetwatercountywy.gov</a>
<b>Additional Information:</b> See executive summary.	
<b>Attachments:</b> <a href="#">BOCC 2-3-2026 CMAQ AMENDMENT ONE EXE SUMMARY.pdf</a> <a href="#">1 CMAQ AMENDMENT ONE.pdf</a> <a href="#">2 CMAQ AGREEMENT.pdf</a>	

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[BOCC 2-3-2026 CMAQ AMENDMENT ONE EXE SUMMARY.pdf](#)

[1 CMAQ AMENDMENT ONE.pdf](#)

[2 CMAQ AGREEMENT.pdf](#)

**To:** Sweetwater County Board of County Commissioners  
**From:** Krisena Marchal, Grants Manager  
**Date:** February 3, 2026  
**Subject:** Approval of Amendment One to the FY 2026 CMAQ Subrecipient Grant Agreement

**Executive Summary:**

The Wyoming Department of Transportation (WYDOT) awarded Sweetwater County \$353,484 in CMAQ funding that was previously approved by the county commission on November 18, 2025, along with a mandatory 20 percent match.

CMAQ funding is used to alleviate air-quality issues created by energy development and other industrial activity in the vicinity. The Public Works Department will use the funding to apply magnesium chloride dust suppressant to 76.82 miles of county roads.

The purpose of Amendment One is to replace Attachment A with Attachment A-1 which modifies the federal Assistance Listing Number (ALN) from 20.205 to 20.268. There are no other changes affecting the terms and content of the award.

FY 2026 CMAQ GRANT PROJECT BUDGET			
EXPENSES	FUNDING SOURCES		TOTAL BUDGET
	CMAQ Grant @ 80%	SWCO Cash Match @ 20%	
<b>Dust Suppression</b> Application of magnesium chloride to 76.82 miles of various county roads	353,484	88,371	<b>\$441,855</b>
<b>TOTAL</b>	<b>\$353,484</b>	<b>\$88,372</b>	<b>\$441,855</b>

**Staff Notes:**

The ALN (formerly CFDA) is critical in ensuring accountability and compliance with federal financial assistance. It identifies the federal program and requirements, is vital in the annual audit and financial report, tracks the flow of federal money, ensures proper documentation, and is used in payment systems. The General Services Administration (GSA) administers ALNs (in accordance with 2 CFR 200.1).

**Attachments:**

1. FY 2026 CMAQ Amendment One
2. FY 2026 CMAQ Agreement

**Recommended Motion:**

**Move to approve, and authorize the Chairman to sign, Amendment One to the Fiscal Year 2026 CMAQ Subrecipient Grant Agreement for Project CM26304.**

**AMENDMENT ONE  
TO THE FISCAL YEAR (FY) 2026  
CONGESTION MITIGATION AIR QUALITY PROGRAM  
SUBRECIPIENT AGREEMENT  
BETWEEN THE  
WYOMING DEPARTMENT OF TRANSPORTATION, LOCAL GOVERNMENT  
COORDINATION OFFICE  
AND SWEETWATER COUNTY**

1. **Parties.** This Amendment is made and entered into by and between the Wyoming Department of Transportation, Local Government Coordination Office (WYDOT), whose address is: 5300 Bishop Boulevard, Cheyenne, Wyoming 82009, and Sweetwater County (Subrecipient), whose address is: 80 West Flaming Gorge Way, Suite 23, Green River, Wyoming 82935.

2. **Purpose of Amendment.** This Amendment shall constitute the first amendment to the Agreement between WYDOT and the Subrecipient. The purpose of this Amendment is to replace Attachment A with Attachment A-1.

The original Agreement, dated December 3, 2025, set forth the respective relationships and responsibilities of the Subrecipient and WYDOT in the administration of the subaward of federal financial assistance from WYDOT to the Subrecipient for the Wyoming Congestion Mitigation Air Quality Program for a total Agreement amount of four hundred forty-one thousand, eight hundred fifty-five dollars (\$441,855.00) with an expiration date of December 31, 2028.

3. **Term of the Amendment.** 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. As of the Effective Date of this Amendment, Attachment A, Federal Award Information, which was attached to the original Agreement, is superseded and replaced by Attachment A-1, Revised Federal Award Information, which is attached to this Amendment and incorporated into the original Agreement by this reference. All references to "Attachment A" in the original Agreement are amended to read: "Attachment A-1".

5. **Amended Responsibilities of the Subrecipient.** Responsibilities of the Subrecipient have not changed.

6. **Amended Responsibilities of WYDOT.** Responsibilities of WYDOT 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 between WYDOT and the Subrecipient, 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 Subrecipient 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 WYDOT.

8. **General Provisions.**

- A. **Entirety of Agreement.** The original Agreement, consisting of seventeen (17) pages; Attachment A, Federal Award Information, consisting of one (1) page; Attachment B, Project Description, consisting of three (3) pages; Attachment C, Proposed Roadways, consisting of one (1) page; Attachment D, Form FHWA-1273, consisting of fourteen (14) pages; Attachment E, Project Milestones, consisting of one (1) page; the Federal Contract Provisions; this Amendment One, consisting of three (3) pages; and Attachment A-1, Revised Federal Award Information, consisting of one (1) page, 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.**

9. **Signatures.** The parties to this Amendment, either personally or 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.

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

**ATTEST:**

\_\_\_\_\_  
Caitlin Casner, Secretary  
Transportation Commission of Wyoming

**WYOMING DEPARTMENT OF  
TRANSPORTATION:**

\_\_\_\_\_  
Mark Wingate, P.E., Systems Planning Engineer

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Signature  
Cynthia L. Swenson, County Clerk  
\_\_\_\_\_  
Print Name, Title

**SWEETWATER COUNTY:**

\_\_\_\_\_  
Signature  
Keaton D. West, Chairman  
\_\_\_\_\_  
Print Name, Title

\_\_\_\_\_  
Date

**ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM**

 #253162  
\_\_\_\_\_  
Nicholas T. Garcia, Assistant Attorney General

\_\_\_\_\_  
11/13/26  
Date

Attachment A-1  
Revised Federal Award Information

**Federal Award Information - Required by 2 CFR § 200.332**

**Subrecipient Name:** Sweetwater Cty Govt

**Subrecipient Unique Entity Identifier (UEI):**  
WV9GN21T4C53

**Federal Award Identification Number (FAIN):**  
To be provided via agreement update letter

**Federal Award Date:** To be provided via  
agreement update letter

**Period of Performance Start and End Date:**  
January 1, 2026, through December 31, 2028

**Budget Period Start and End Date:** January 1,  
2026, through September 30, 2028

**Federal Award Original Agreement:**  
\$353,484.00

**Total Federal Award to Subrecipient:**  
\$353,484.00

**Federal Award this Amendment One:** \$0.00

**Total Project Cost:** \$441,855.00

**Awarding Federal Agency:** Federal Highway  
Administration

**Federal Highway Administration:** Wyoming  
Division Office

**Telephone:** 307-772-2101

**Email:** [HDAWY@dot.gov](mailto:HDAWY@dot.gov)

**Pass-through Agency:** Wyoming Department of  
Transportation (WYDOT)

**WYDOT Program Mgr.:** Samuel Desrosiers

**Telephone:** 307-777-4179

**Email:** [samuel.desrosiers@wyo.gov](mailto:samuel.desrosiers@wyo.gov)

**Subrecipient Contact:** Andy Hooten

**Phone:** 307-872-3922

**Email:** [hootena@sweetwatercountywy.gov](mailto:hootena@sweetwatercountywy.gov)

**WYDOT Contact for Confirmation of Funds:**

**Telephone:** 307-777-4862

**Email:** [cole.bostron@wyo.gov](mailto:cole.bostron@wyo.gov)

**Assistance Listing No.:** 20.268

**Assistance Listing Title:** Highway Planning and  
Construction

**Research and Development:** No

**Indirect Cost Rate (ICAP):** N/A

**Project Name:** FY26 Dust Suppression

**Subrecipient County:** Sweetwater

**Project Number:** CM26304

**FISCAL YEAR (FY) 2026  
CONGESTION MITIGATION AIR QUALITY PROGRAM  
SUBRECIPIENT AGREEMENT  
BETWEEN THE  
WYOMING DEPARTMENT OF TRANSPORTATION, LOCAL GOVERNMENT  
COORDINATION OFFICE  
AND  
SWEETWATER COUNTY**

1. **Parties.** The parties to this Subrecipient Agreement (Agreement) are the Wyoming Department of Transportation, Local Government Coordination Office (WYDOT), whose address is: 5300 Bishop Boulevard, Cheyenne, Wyoming 82009, and Sweetwater County (Subrecipient), whose address is: 80 West Flaming Gorge Way, Suite 23, Green River, Wyoming 82935.
2. **Purpose.** The purpose of this Agreement is to set forth the respective relationships and responsibilities of the Subrecipient and WYDOT in the administration of the subaward of federal financial assistance from WYDOT to the Subrecipient for the Wyoming Congestion Mitigation Air Quality Program.
3. **Term of Agreement.** This Agreement is effective when all parties have executed it (Effective Date). The term of this Agreement is from January 1, 2026, or the Effective Date, whichever is later (Term Start Date), through December 31, 2028. The Budget Period is from the Term Start Date through September 30, 2028. The Period of Performance is from the Term Start Date through December 31, 2028, and shall allow ninety (90) days for Project closeout beyond completion of the Responsibilities of the Project. No work shall commence prior to receipt of a Notice to Proceed. However, the parties agree that the maintenance responsibilities described in Section 5(M) are indefinite.
4. **Project Funding.**
  - A. The Project has a total estimated cost of four hundred forty-one thousand, eight hundred fifty-five dollars (\$441,855.00) (including local cost share), as described in Attachment A, Federal Award Information, which is attached to and incorporated into this Agreement by this reference. Federal funding for this Project shall not exceed three hundred fifty-three thousand, four hundred eighty-four dollars (\$353,484.00). In accordance with WYDOT's policies, a program cost share requirement of eighty percent (80%) federal share and twenty percent (20%) local share of the Project costs shall apply. Project costs exceeding the total estimated Project costs shall be borne by the Subrecipient.

Project administration costs incurred on activities related directly to any professional services to include Architectural/Engineering (A/E) contracts entered into for this individual award are eligible for reimbursement under this program at

an eighty percent/twenty percent (80%/20%) cost share ratio and must remain within the total Project cost.

- B. Congestion Mitigation Air Quality is funded on a reimbursement basis. No funds shall be paid by WYDOT prior to being paid first by the Subrecipient. All requests for payment must be submitted to WYDOT's Local Government Coordination (LGC) Office on the Local Public Agency (LPA) Cost Reimbursement Form that will be supplied to the Subrecipient. Reimbursement requests must include all applicable supporting documentation including copies of invoices to be reimbursed and proof of payment by the Subrecipient. The Cost Principles found in 2 CFR 200 Subpart E apply to this award. WYDOT will make payment to the Subrecipient within forty-five (45) days of receipt of a complete and approved reimbursement request pursuant to Wyo. Stat. § 16-6-602.

Costs incurred prior to the Notice to Proceed and after the Budget Period will not be eligible for reimbursement. The Notice to Proceed shall be issued by WYDOT once the Agreement has been executed by both parties, an Authorization for Expenditure (AFE) is issued by WYDOT, all environmental work has been completed, and any additional requirements of the Federal Highway Administration (FHWA) have been completed.

- C. WYDOT will accept reimbursement requests on a monthly basis. Requests must be submitted at least once every three (3) months in order for the Project to remain active. Failure to submit reimbursement requests may be considered Project abandonment and result in the loss of federal funding. If no financial activity occurs in a given quarter, the Subrecipient shall notify WYDOT's LGC Office in writing of the status and schedule of the Project.
- D. This Agreement is required to comply with the Federal Funding Accountability and Transparency Act (FFATA) of 2006. As the prime Recipient of these funds, WYDOT will report the required information to the Federal Funding Accountability and Transparency Act Subaward Reporting System. The FFATA requires any person or entity receiving contract or grant funds directly from the federal government to report certain information regarding those funds through a centralized website, [www.sam.gov](http://www.sam.gov). The law requires the Subrecipient to provide its Unique Entity Identifier (UEI) number to WYDOT. This requirement means the Subrecipient must register with [www.sam.gov](http://www.sam.gov) to be assigned a UEI number. Instructions for this process can be found at [www.sam.gov](http://www.sam.gov). Additional information regarding this Act may be found at [www.sam.gov](http://www.sam.gov).

5. **Responsibilities of the Subrecipient.** The Subrecipient shall:

- A. **Project Scope.** The Subrecipient shall purchase dust suppressant and a qualified contractor for application on seventy-six and eighty-two hundredths (76.82) miles of various county roads (Project), as described in Attachment B, Project Description, and at the locations shown on Attachment C, Proposed Roadways,

Congestion Mitigation Air Quality Program Agreement between the Wyoming Department of Transportation,  
Local Government Coordination Office and Sweetwater County  
Federal Project CM26304, FY26 Dust Suppression Project in Sweetwater County

which are attached to and incorporated into this Agreement by this reference. The Subrecipient shall commence and complete the Project in a professional, economical, and efficient manner.

In the event of unusual or unexpected Project delay, the Subrecipient may submit a request to WYDOT for an extension of time to complete the Project. The request shall be in writing to WYDOT's LGC Office. Failure of the Subrecipient to perform its duties within the time frame herein agreed to may be considered Project abandonment.

- B.** Complete all administrative requirements, including employing at least one (1) LPA Certified staff member.
- C. End of Fiscal Year Financial Reporting.**
  - (i)** The Subrecipient shall provide end-of-fiscal-year financial reporting by October 31 of each year that this Agreement is in effect. Subrecipient must report all expenses incurred that have not yet been submitted for reimbursement by October 31.
  - (ii)** Reimbursement requests must be submitted by November 30.

Failure to meet these deadlines may result in WYDOT rejecting reimbursement requests.

- D. Project Administration.** Project administration must be performed by a public employee to be in responsible charge. The Subrecipient shall appoint a public employee as the project administrator who is accountable for the Project. The project administrator shall have a current certification from WYDOT under WYDOT LPA Certification Program. Any costs incurred as a result of the work completed by the project administrator, or supplies and other related costs, shall be included as overhead to the Subrecipient and are not reimbursable under this award, unless the Subrecipient has a WYDOT approved Indirect Cost rate. Project administration costs incurred on activities related directly to any professional services are reimbursable in accordance with Section 4 above.
- E. Project Milestones.** The Subrecipient shall meet the Project milestone completion dates provided in Attachment E, Project Milestones, which is attached to and incorporated into this Agreement by this reference.
- F. Design Review and Approval.** All Project designs to include engineering, architectural, and landscape architectural plans, specifications, and required federal provisions (Contract Documents) shall be prepared under the supervision of a qualified professional engineer or architect licensed to perform such work in the State of Wyoming while adhering to, but not limited to: A Policy On Geometric Design of Highways and Streets, 2018, 7th Edition; AASHTO

Guide for the Development of Bicycle Facilities, 2024, 5th Edition; WYDOT Road Design Manual; and WYDOT Standard Plans.

- (i) An appropriate level of environmental, historical, and/or review and mitigation statement in accordance with the Section 4(f) of the Department of Transportation Act shall be submitted to WYDOT's LGC Office. A Categorical Exclusion issued by the FHWA, if applicable, is required prior to the Subrecipient's construction contract award. Projects completed within existing right-of-way may be eligible for inclusion in the Programmatic Categorical Exclusion issued by WYDOT Environmental Services.
  - (ii) WYDOT's LGC Office must authorize and receive a copy of such plans and Project Contract Documents prior to the Subrecipient proceeding with construction bidding, contracting, or other construction authorization under this Agreement. Contract procedures shall be compliant with 23 CFR 635 Subpart A.
- G. Consultant Selection.** The consultant selection process must be based on qualifications. Using WYDOT's help, the selection process shall comply with the Brooks Act, 40 U.S.C. 1101 *et seq.*, with guidance included in WYDOT Operating Policy 40-1.
- H. Project Contracting and Construction.** Project work shall be performed by individuals, partnerships, corporations, or other business entities who are duly qualified to do business in the State of Wyoming and who have secured all licenses and permits required by applicable state laws, county regulations, and city ordinances. Upon notification of WYDOT approval of the Project design documents, issuance of a Categorical Exclusion, and a written Notice to Proceed, the Subrecipient may proceed with open, public competitive bidding for Project construction. Such Project bidding shall follow accepted municipal and county bidding procedures, including public advertising and be compliant with 23 CFR 635 Subpart A. Since federal funds are involved in the Project, no in-state preference will apply for materials, contracts, or subcontracts. Bid analysis shall be performed to ensure balanced unit bidding. Once this analysis is completed, the Subrecipient shall make a recommendation to WYDOT of the low, responsible, and responsive bidder for WYDOT concurrence prior to contract award. WYDOT reserves the right to review all contract bids prior to contract award. Extra work and claims must be within the scope of contract.
- I.** Submit Plans, Specifications and Estimates (PS&E), and bid documents to WYDOT's LGC Office for review and concurrence prior to Project advertisement.
- J.** Submit bid tabulations to WYDOT's LGC Office for review and concurrence prior to awarding the Project.

- K. Monitor Project progress and submit reimbursement requests to WYDOT in accordance with Section 4 above.
- L. **Project and Final Inspections.** Project inspections shall be conducted by the Subrecipient or authorized representatives. WYDOT representatives may inspect the Project at their discretion. The Subrecipient shall notify WYDOT of final inspection and a WYDOT representative will accompany the Subrecipient's representative on the final inspection. Prior to the final payment (normally the final ten percent [10%]), the Subrecipient shall notify WYDOT that the Project has been completed in substantial conformance with the plans and specifications, including compliance with Wyo. Stat. § 16-6-116. The Subrecipient shall complete the WYDOT Final Acceptance Certificate, which shall accompany the final reimbursement payment request.
- M. **Project Maintenance.** Upon completion of the Project, the Subrecipient shall maintain, at its sole expense, all features constructed under this Agreement. Maintenance shall include all repairs necessary to keep the improvements in their constructed condition adhering to all state and federal requirements for the life cycle of the Project. The Subrecipient shall be responsible for the cost of removal and replacement of any or all encroachments within WYDOT's right-of-way if the right-of-way is needed for highway purposes, including any highway reconstruction or maintenance activity that impacts the encroachment in accordance with Subrecipient's encroachment permit.
- N. **Records Retention.** The Subrecipient shall keep records and audit reports on file for three (3) years after the Project is complete.
- O. **Right-of-Way and Utilities.** The Subrecipient is responsible for right-of-way and utility clearance. Prior to Project bidding, the Subrecipient must submit a completed Right-of-Way and Utility Certificate to WYDOT's LGC Office, if applicable, indicating clearance of right-of-way and utilities for the Project. All acquisition of private property and relocation of displaced individuals and businesses shall be in accordance with Wyo. Stat. § 1-26-501, *et seq.*, the Wyoming Eminent Domain Act; the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646; and the regulations of 49 CFR Part 24.

6. **Responsibilities of WYDOT.** WYDOT shall:

- A. Reimburse the Subrecipient in accordance with Section 4 above.
- B. Assist the Subrecipient with the consultant selection process.
- C. Review the Subrecipient's PS&E and bid documents for compliance, and issue concurrence, prior to advertisement.

- D. Review bid tabulations and issue concurrence prior to the Subrecipient awarding the Project.
- E. Provide ongoing support throughout construction, including site inspections and reimbursement processing.
- F. Review the Project at substantial completion and process final reimbursement.
- G. Issue final acceptance upon completion of all Subrecipient responsibilities.

7. **Special Provisions.**

- A. **Assumption of Risk.** The Subrecipient shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Subrecipient's failure to comply with state or federal requirements. WYDOT shall notify the Subrecipient of any state or federal determination of noncompliance.
- B. **Conflict of Interest.** Per 2 CFR 200.112, the Subrecipient must disclose in writing any potential conflict of interest to WYDOT including financial or other personal interests.
- C. **Environmental Policy Acts.** The Subrecipient 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.
- D. **Federal and State Required Contract Provisions.** The Subrecipient shall determine which of the following provisions are applicable and shall ensure compliance with all applicable provisions:
  - (i) Environmental Documentation. Contract Documents shall include the appropriate level of environmental review and analysis in accordance with 23 CFR 771, to include mitigation assessment where required.
  - (ii) National Historic Preservation Act (106 process). Projects involving historic or archaeological sites, the Contract Documents shall include the appropriate review and mitigation assessment.
  - (iii) Design Exceptions. Contract Documents must note any design exceptions; no exceptions are available for compliance with the Americans with Disabilities Act (ADA).
  - (iv) Buy America Provisions. Requires the use of American steel, iron products, manufactured products, and construction materials associated with this Project, when specified in accordance with the Infrastructure Investment and Jobs Act (IIJA), Pub. L. No. 117-58, § 11513 and § 70911, *et seq.*

- (v) Disadvantage Business Enterprises (DBE). DBE efforts shall be included in the Project file, using the Form “E-91-DBE” to document the bid solicitation and to assure that the action taken is in compliance with this request. Written proof of compliance must be available when requested.
- (vi) Required Federal Contract Provisions. Provisions in Attachment D, Form FHWA-1273, which is attached to and incorporated into this Agreement by this reference, shall apply to all work performed under this Agreement, including work performed by subcontract. All Contract Documents shall include the most recent version of Form FHWA-1273 provisions, which may be updated from time to time. The Form FHWA-1273 provisions are required to be physically incorporated into each subcontract and subsequent lower-tier subcontracts and shall not be incorporated by reference. The prime contractor is responsible for compliance with the Form FHWA-1273 requirements by all subcontractors and lower-tier subcontractors. Failure to comply with the required contract provisions may be considered as grounds for contract termination. Furthermore, failure to incorporate the Form FHWA-1273 into all subcontracts or failure to comply with the requirements of Section IV, Payment of Predetermined Minimum Wage and Section V, Statements and Payrolls, may be considered as grounds for debarment under 29 CFR 5.12.
- (vii) Contractor and subcontractor Certification for Suspension and Debarment. Requires contractor and subcontractor to certify that they are not suspended, debarred, or ineligible from entering into contracts with any federal entity, state agency, or local body.
- (viii) Manual on Uniform Traffic Control Devices (MUTCD). Signing and pavement striping of public roads must meet MUTCD criteria. Projects that intersect with public roadways must be appropriately signed during the construction stage. Permanent safety signing should be identified on a separate plan sheet in the Contract Documents.
- (ix) Labor Rates. Contract Documents must include provisions for the compliance with Davis-Bacon as outlined in the Form FHWA-1273.
- (x) Equipment/Materials/Labor Cost Determination. Unless supported by appropriate cost effectiveness determination, the use of public-owned equipment, material, or labor will not be allowed. To be eligible, such costs must comply with effective hourly schedules and be supported by a Public Interest Finding.
- (xi) Domestic Preferences for Procurement. Requires a preference for the purchase, acquisition, or use of goods, products, or materials produced in

the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products) in accordance to 2 CFR 200.322.

- (xii) Prohibition on certain telecommunications and video surveillance equipment or services. Prohibits procuring, obtaining, extending, renewing, or entering into contracts for equipment or services from manufacturers listed in 2 CFR 200.216.
- (xiii) Never Contract with the Enemy. Federal awarding agencies and recipients are subject to the regulations implementing Never Contract with the Enemy in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered contracts, grants, and cooperative agreements that are expected to exceed fifty thousand dollars (\$50,000.00) within the Period of Performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities in accordance to 2 CFR 200.215.
- (xiv) Wyoming Preference for Labor. The Subrecipient shall comply with the Wyoming Preference Act of 1971 (Wyo. Stat. § 16-6-201, *et seq.*).

**E. 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.

**F. Kickbacks.** Subrecipient 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 Subrecipient breaches or violates this warranty, WYDOT may, at its discretion, terminate this Agreement without liability to WYDOT, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

The Subrecipient shall comply with the Copeland Anti-Kickback Act (18 U.S.C. § 874) as supplemented in the Department of Labor Regulations (29 CFR, Part 3). This Act provides that the Subrecipient is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public works to give up any part of the compensation to which he or she is otherwise entitled.

- G. Limitations on Lobbying Activities.** By signing this Agreement, Subrecipient certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by Subrecipient 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. Subrecipient and subcontractors may also be required to submit an additional certification statement and disclosure form acceptable to WYDOT before commencement of the work.

The Subrecipient and subcontractors may also be required to submit an additional certification statement and disclosure form acceptable to WYDOT before commencement of the work.

- H. Mandatory Disclosures.** Per 2 CFR 200.113, the Subrecipient must disclose, in a timely manner, in writing to WYDOT all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this award. Failure to make required disclosures can result in remedies for noncompliance including suspension or debarment.

- I. Monitoring Activities.** WYDOT shall have the right to monitor all activities related to this Agreement that are performed by Subrecipient 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.

- J. Nondiscrimination.** The Subrecipient shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), 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.

Federal law requires the Subrecipient to include all relevant special provisions of this Agreement in every subcontract awarded over ten thousand dollars (\$10,000.00) so that such provisions are binding on each subcontractor.

- K. 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.
- L. Prohibited Interest.** No member, officer, or employee of the Subrecipient during their tenure or one (1) year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

**M. Project Abandonment.** Should the Subrecipient abandon the Project at any time prior to completion, or if the Project is not let to construction within two (2) years of the completion of the design due to the delay or actions by the Subrecipient, the Subrecipient shall reimburse WYDOT for the entire cost, including any federal aid portion of the work completed at the time of abandonment.

**N. 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 Subrecipient and related to the services and work to be performed under this Agreement, shall identify WYDOT as the sponsoring agency and shall not be released without prior written approval of WYDOT.

**O. Restrictions, Prohibitions, Controls, and Labor Provisions.**

(i) Equal Employment Opportunity. In connection with carrying out the Project, the Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, age, creed, sex, national origin, or disability. The Subrecipient shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, age, national origin, or disability. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(ii) DBE Requirements.

(a) It is the policy of WYDOT that DBEs, defined as minority business enterprises and women-owned business enterprises, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this Agreement.

(b) DBE Obligation. The Subrecipient agrees to ensure that DBEs as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this Agreement. In this regard, the Subrecipient shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have the maximum opportunity to compete for and perform contracts. The Subrecipient and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of WYDOT assisted Contracts.

(iii) Title VI Civil Rights Act of 1964. The Subrecipient shall comply and shall assure the compliance by contractors and subcontractors under this Project

with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (49 U.S.C. 2000d), the Regulations of the United States Department of Transportation (DOT) issued there under, 49 CFR Part 21, and the Assurance by the Subrecipient pursuant thereto.

(iv) Compliance with Elderly and Disabled Regulations. The Subrecipient shall comply with applicable regulations regarding transportation for Elderly and Disabled persons set forth in 49 CFR Part 27 and the ADA.

**P. Suspension and Debarment.** By signing this Agreement, Subrecipient 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), or 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, Subrecipient agrees to notify WYDOT 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.

**Q. Administration of Federal Funds.** Subrecipient agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 CFR Part 200, *et seq.*, and 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 WYDOT.

**R. Copyright License and Patent Rights.** Subrecipient acknowledges that federal grantor, the State of Wyoming, and WYDOT 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 Subrecipient purchases ownership using funds awarded under this Agreement. Subrecipient must consult with WYDOT regarding any patent rights that arise from, or are purchased with, funds awarded under this Agreement.

**S. Federal Audit Requirements.** Subrecipient agrees that if it expends an aggregate amount in excess of the amount set forth in 2 CFR Part 200, Subpart F in federal awards during its fiscal year, it must undergo an organization-wide financial and compliance single audit. Subrecipient agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 CFR Part 200, Subpart F. If findings are made which cover any part of this Agreement, Subrecipient shall provide one (1) copy of the audit report to WYDOT and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to WYDOT's records.

- T. **Non-Supplanting Certification.** Subrecipient 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. Subrecipient 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.
- U. **Program Income.** Subrecipient shall not deposit grant funds in an interest bearing account without prior approval of WYDOT. Any income attributable to the grant funds distributed under this Agreement must be used to increase the scope of the program or returned to WYDOT.
- V. **Applicability of Appendix II to 2 CFR Part 200.** This Agreement has been funded, in whole or in part, with an Award of Federal funds and is bound by the federal contract provisions required by the Uniform Guidance Appendix II of 2 CFR Part 200 (the Federal Contract Provisions), incorporated herein by this reference. In the event of a conflict between the Special Provisions section of this Agreement, or any attachments or exhibits incorporated herein, and the Federal Contract Provisions, the Federal Contract Provisions shall control. Failure to comply with the Federal Contract Provisions shall constitute an event of default under this Agreement. If such a default remains uncured five (5) calendar days following the termination of a thirty (30) day prior written notice period, WYDOT may terminate this Agreement. This remedy will be in addition to any other remedy available to the State of Wyoming and WYDOT under this Agreement, at law, or in equity.

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 Subrecipient shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of WYDOT.

- D. Audit and Access to Records.** WYDOT and its representatives shall have access to any books, documents, papers, electronic data, and records of the Subrecipient which are pertinent to this Agreement. The Subrecipient shall immediately, upon receiving written instruction from WYDOT, provide to any independent auditor or accountant all books, documents, papers, electronic data, and records of the Subrecipient which are pertinent to this Agreement. The Subrecipient shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by WYDOT.
- E. Availability of Funds.** Each payment obligation of WYDOT 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 WYDOT at the end of the period for which the funds are available. WYDOT shall notify the Subrecipient at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to WYDOT in the event this provision is exercised, and WYDOT 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.** WYDOT may award supplemental or successor contracts for work related to this Agreement or may award contracts to other Subrecipients for work related to this Agreement. The Subrecipient shall cooperate fully with other Subrecipients and WYDOT in all such cases.
- G. Compliance with Laws.** The Subrecipient 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 Subrecipient in the performance of this Contract shall be kept confidential by the Subrecipient unless written permission is granted by WYDOT for its release. If and when Subrecipient receives a request for information subject to this Agreement, Subrecipient shall notify WYDOT within ten (10) days of such request and shall not release such information to a third party unless directed to do so by WYDOT.
- I. Entirety of Agreement.** This Agreement, consisting of seventeen (17) pages; Attachment A, Federal Award Information, consisting of one (1) page; Attachment B, Project Description, consisting of three (3) pages; Attachment C, Proposed Roadways, consisting of one (1) page; Attachment D, Form FHWA-1273, consisting of fourteen (14) pages; Attachment E, Project Milestones, consisting of

one (1) page; and the Federal Contract Provisions, represent the entire and integrated Agreement between the parties and shall 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.** The Subrecipient 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 the Subrecipient'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. Any extension of this Agreement shall be initiated by WYDOT and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Agreement or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Agreement.
- 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 Subrecipient 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 Subrecipient shall be free from control or direction over the details of the performance of services under this Agreement. The Subrecipient shall assume sole responsibility for any debts or liabilities that may be incurred by the Subrecipient 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 Subrecipient or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or WYDOT or to incur any obligation of any kind on behalf of the State of Wyoming or WYDOT. The Subrecipient 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 Subrecipient or the Subrecipient'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.** WYDOT is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Subrecipient in the performance of this Agreement. Upon termination of services, for any reason, the Subrecipient agrees to return all such original and derivative information and documents to WYDOT 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. Patent or Copyright Protection.** The Subrecipient recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the Subrecipient or its subcontractors will violate any such restriction. The Subrecipient shall defend and indemnify WYDOT for any violation or alleged violation of such patent, trademark, copyright, license, or other restrictions.
- R. 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. § 9-2-3204(b)(iv).
- S. 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.
- T. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and WYDOT expressly reserve sovereign immunity by entering into this Agreement and the Subrecipient expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns 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.

- U. **Taxes.** The Subrecipient 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.
- V. **Termination of Agreement.** This Agreement may be terminated, without cause, by WYDOT upon thirty (30) days written notice. This Agreement may be terminated by WYDOT immediately for cause if the Subrecipient fails to perform in accordance with the terms of this Agreement.
- W. **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.
- X. **Time is of the Essence.** Time is of the essence in all provisions of this Agreement.
- Y. **Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.
- Z. **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.
- 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 Subrecipient 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 WYDOT.
- BB. **Insurance Requirements.** The Subrecipient is protected by the Wyoming Governmental Claims Act, Wyo. Stat. § 1-39-101, *et seq.*, and certifies that it is a member of the Wyoming Association of Risk Management (WARM) pool or the Local Government Liability Pool (LGLP), Wyo. Stat. § 1-42-201, *et seq.*, and shall provide a letter verifying its participation in the WARM or LGLP to WYDOT.

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.

**ATTEST:**

  
Caitlin Casner (Dec 3, 2025 10:47:04 MST)

Caitlin Casner, Secretary  
 Transportation Commission of Wyoming



**WYOMING DEPARTMENT OF  
 TRANSPORTATION:**



Brian Olsen, P.E., Assistant Chief Engineer,  
 Engineering and Planning

12/03/2025

Date

**ATTEST:**

  
Cynthia L. Swenson (Dec 1, 2025 14:47:05 MST)

Signature

Sweetwater County Clerk

Print Name, Title

**SWEETWATER COUNTY:**



Signature

Keaton D. West, Chairman

Print Name, Title

11/20/2025

Date

**ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM**

  
 Nicholas T. Garcia, Assistant Attorney General

10/23/25  
 Date

Attachment A  
Federal Award Information

**Federal Award Information - Required by 2 CFR § 200.332**

**Subrecipient Name:** Sweetwater Cty Govt

**Subrecipient Unique Entity Identifier (UEI):**  
WV9GN21T4C53

**Federal Award Identification Number (FAIN):**  
To be provided via agreement update letter

**Federal Award Date:** To be provided via  
agreement update letter

**Period of Performance Start and End Date:**  
Term Start Date through December 31, 2028

**Budget Period Start and End Date:** Term Start  
Date through September 30, 2028

**Federal Funds Obligated:** \$353,484.00

**Total Federal Award to Subrecipient:**  
\$353,484.00

**Total Project Cost:** \$441,855.00

**Awarding Federal Agency:** Federal Highway  
Administration

**Federal Highway Administration:** Wyoming  
Division Office  
**Telephone:** 307-772-2101  
**Email:** [HDAWY@dot.gov](mailto:HDAWY@dot.gov)

**Pass-through Agency:** Wyoming Department of  
Transportation (WYDOT)

**WYDOT Program Mgr.:** Samuel Desrosiers  
**Telephone:** 307-777-4179  
**Email:** [samuel.desrosiers@wyo.gov](mailto:samuel.desrosiers@wyo.gov)

**Subrecipient Contact:** Andy Hooten  
**Phone:** 307-872-3922  
**Email:** [hootena@sweetwatercountywy.gov](mailto:hootena@sweetwatercountywy.gov)

**WYDOT Contact for Confirmation of Funds:**  
**Telephone:** 307-777-4862  
**Email:** [cole.bostron@wyo.gov](mailto:cole.bostron@wyo.gov)

**Assistance Listing No.:** 20.205

**Assistance Listing Title:** Highway Planning and  
Construction

**Research and Development:** No

**Indirect Cost Rate (ICAP):** N/A

**Project Name:** FY26 Dust Suppression

**Subrecipient County:** Sweetwater

**Project Number:** CM26304

# CMAQ Attachment A: Project Description

Name of Sponsor

## Project Type (Select all that apply):

- County Road Dust Suppression (Chemical applications, i.e. Magnesium Chloride);
- County Road Upgrading (Placing gravel to reduce fugitive dust);
- Acquisition of Right-of-Way required for this project;
- Preliminary Engineering;                       Utility Adjustment;
- Environmental Mitigation;                       Air Quality Testing and Monitoring;
- Other Air Quality improvements to Public Road(s)  
Describe:

## Project Type:

Identify the type of suppressant(s) to be used:

Magnesium Chloride

(PRIORITY 1) Purchase of dust suppressant ONLY?

Yes                       No

(PRIORITY 2) Purchase of dust suppressant and qualified contractor for application.

Yes                       No

(PRIORITY 3) Purchase of dust suppressant, gravel/fill dirt and use sponsor's own forces for application.

Yes                       No

\*If proposal is to use the Sponsor's Own Forces and incorporating gravel or fill dirt

Where is the gravel coming from? :

Has the pit been previously cleared through the National Environmental Policy Act (NEPA)?

Yes                       No

(PRIORITY 4) Purchase of dust suppressant, gravel/fill dirt and qualified contractor for application.

Yes                       No

Does the County utilize Private Industry Permitting for industrial use of the roads or have Road Use Agreements with operators to offset maintenance costs?  Yes  No

Are any roads listed in Attachment B NOT owned by the County?  Yes  No

If Yes, which roads applied for are NOT County owned?

If Yes, does the County have a Memorandum of Agreement or Memorandum of Use (MOA/MOU) with the road owner?  Yes  No

If No, explain why the County is applying for Federal CMAQ funds for roads not owned or maintained under agreement by the County.

Does the County provide funding (OVERMATCH) for ongoing maintenance of the roads listed in the application to assist in dust mitigation outside CMAQ funded dust suppressant application?  Yes  No

**Project Timeline:  
(Must be started in same Fiscal Year as funds applied for)**

Completion of PS&E	Completion of Final Engineering/Bid Documents	Bid Advertisement	Begin Construction	Complete Project
2/1/2026	3/1/2026	4/1/2026	6/1/2026	8/1/2026

**Project Benefits:**

Check the following uses of the roads applied for:

Industry – Oil Extraction   
 Industry – Gas Extraction   
 Industry – Coal Mining  
 Industry – Other Minerals   
 Industry – Gravel   
 Industry – Solar  
 Industry – Wind   
 Manufacturing   
 Railroad  
 Farming   
 Ranching   
 Residential  
 Recreation/Tourism   
 Other, describe:    Grazing

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Which road contained in Attachment B has the highest priority and what are its uses?

County Road 23 (North and South) is the highest priority because it services a high concentration of industry (oil and gas wells), and ancillary uses/services in both Sweetwater and Carbon counties. It is vital to the local economies.

Which roads contained in Attachment B serve multiple uses, and what are the uses for each road?

CR17 – Industry Oil Extraction, Industry Gas Extraction, Ranching, Recreation/Tourism, Grazing  
CR18 – Industry Gravel, Recreation/Tourism, Grazing  
CR20 – Industry Oil Extraction, Industry Gas Extraction, Grazing  
CR23 – Industry Oil Extraction, Industry Gas Extraction, Industry Other Minerals, Grazing  
CR24 – Industry Oil Extraction, Industry Gas Extraction, Railroad, Grazing

CR25 – Industry Oil Extraction, Industry Gas Extraction, Grazing  
CR68 – Industry Gravel, Recreation/Tourism, Grazing

Which road contained in Attachment B is of the lowest priority?

County Road 18 – Superior Cutoff is the lowest priority on the submitted list. While both County Roads 18 and 68 are used primarily for Industry-Gravel, Sunroc’s gravel pit is located on County Road 68. As they supply the majority of concrete within the county, we feel it is appropriate to place 68 above 18. Although County Road 18 is still important, it falls at the bottom of the roads submitted in this application.

### **Additional Information:**

Please provide any additional information for the CMAQ Committee to consider:

Sweetwater County evaluates the existing conditions and uses of its roads at a committee meeting every year. Staff participants are from public works, engineering, and road and bridge. Roads are categorized and ranked for improvements, and due to budget constraints, are rotated either annually or biennially.

For FY2026, Sweetwater County identified 36 roads and nearly 140 miles in need of dust suppression application at a cost of \$800,000. The ten roads in this CMAQ Application were carved out from the main FY2026 priority list due to their predominant and direct link to energy and industrial activities.

Without the installation of magnesium chloride to the CMAQ-funded roads, these areas are at risk of non-compliance with PM2.5 and PM10, and will therefore be included on the EPA & Wyoming DEQ Nonattainment List.

Dust produced off the road is the fines leaving the road base previously installed and graded on the road. Once enough fines leave the road base it will no longer bind together and all is left is rocks. At this point, new road base must be trucked in and installed on the roadway. There are few gravel sources in Sweetwater County, and several of the roads require hauls that are over 100 miles (one way). Normal use of a County Road is anticipated and manageable. Industry use on a road puts a large burden on them as a single semi is equivalent of 10,000 passenger cars. This mandates increased maintenance, but this burden can be reduced through the application of Magnesium Chloride.

Industrial companies are high users of the proposed roads and affect the air quality related to dust. They include Marathon Petroleum, Tesoro Logistics, Sunroc/Gorge Rock, Williams Companies, Mountain West Pipeline, Crowheart Energy, Plains All American Pipeline, Southland Royalty Company, Mountain West Pipeline, Mountain Gas Resources, independent Oil & Gas Operators, just to name a few.

The remaining FY 2026 non-CMAQ miles (26 roads @ \$368,116) that will be covered by Sweetwater County target residential, ranching, and recreation uses that contribute to air quality issues due to fugitive dust, but are not directly impacted by industry or energy development.



**REQUIRED CONTRACT PROVISIONS FEDERAL-AID  
CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

**ATTACHMENTS**

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

**I. GENERAL**

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

**II. NONDISCRIMINATION** (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

**6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants /**

**Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

**10. Assurances Required:**

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov). The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov), refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

## 2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its reprourement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

### 3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements (1) Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements (1) Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHDL/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in [29 CFR part 3](#); and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH-347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

#### 4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices (1) Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

**6. Subcontracts.** The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

**9. Disputes concerning labor standards.** As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.** a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

**11. Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

## V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)\* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

\* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

### 3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901-3907](#).

**4. Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

**5. Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
- b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
- c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- d. Informing any other person about their rights under CWHSSA or this part.

### VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

#### **VII. SAFETY: ACCIDENT PREVENTION**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

#### **VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

**IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)**

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

**X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

**1. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

\* \* \* \* \*

**2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

\*\*\*\*\*

**3. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

\* \* \* \* \*

**4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

\* \* \* \* \*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**XII. USE OF UNITED STATES-FLAG VESSELS:**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS  
ROAD CONTRACTS** (23 CFR 633, Subpart B, Appendix B)  
This provision is applicable to all Federal-aid projects funded  
under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

Attachment E  
Project Milestones

<b>Activity:</b>	<b>Must Be Completed By:</b>
<b>Executed Right-of-Way and Utilities Certificate</b>	April 1, 2026
<b>Approved Plans Specifications, and Estimates (PS&amp;E)</b>	April 1, 2026
<b>Bid Tabulation Form Submitted</b>	July 31, 2026
<b>Final Acceptance</b>	January 1, 2027
<b>Certification of Final Reimbursement Submitted</b>	January 1, 2027



**MEETING REQUEST FORM**

<b>Meeting Date Requested:</b> February 3, 2026	<b>Contact Phone and E-mail:</b> 307.872.3920 legerskig@sweetwatercountywy.gov
<b>Presenters Name, Title and Name of Organization:</b> Gene Legerski, PE Director of Public Works	<b>Exact Wording for Agenda:</b> 10:55- MOU regarding County Road 50 (Quealy Road)
<b>Preference of Placement on Agenda &amp; Amount of Time Requested for Presentation:</b> 5 minutes	<b>Will there be handouts? (If yes, include with meeting request form)</b> Yes
<b>Will handouts require SIGNATURES?</b> Yes <b>SHOULD THE ITEM BE MARKED CONFIDENTIAL?</b> No	If you are submitting a Resolution or Proclamation, please forward in Word format to: shoemakers@sweetwatercountywy.gov
<b>Additional Information:</b> Ruveon LLC operates the P4 Bayer Plant on the southern end of County Road 50. They are upgrading the waterline to their plant and need to replace an existing booster pump station.	
<b>Attachments:</b> <a href="#">BAYER SWC MOUT 1-15-26 EXECUTED.pdf</a>	

**INSTRUCTIONS:**

- All requests to be added to the agenda, along with handouts and original documents to be signed, must be submitted in writing on the “Meeting Request Form” by Tuesday at 10:00 a.m. prior to the scheduled meeting and returned in person or electronically to Administrative Assistant Sally Shoemaker at: [shoemakers@sweetwatercountywy.gov](mailto:shoemakers@sweetwatercountywy.gov)  
***\*\*If your handout is not accompanied with the request, your request may be dismissed and you may reschedule for the next meeting provided the handout(s) are received.\*\****
- If you are presenting a **Resolution or Proclamation**, it must be submitted in Word Format and emailed to: [shoemakers@sweetwatercountywy.gov](mailto:shoemakers@sweetwatercountywy.gov)
- As always, if you are unable to attend the meeting after being placed onto an agenda, please send

a representative in your place or your item may be rescheduled.

- In order to determine placement on the agenda, please review the county website [sweetwatercountywy.gov](http://sweetwatercountywy.gov) on Thursday afternoon by clicking “Commissioner's Agenda”.
- If a request to be placed on an agenda is received **AFTER** the deadline, you will be considered for the next meeting date.

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

[BAYER SWC MOUT 1-15-26 EXECUTED.pdf](#)

## **Memorandum of Understanding and License Agreement**

This Memorandum of Understanding and License Agreement (“Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2026, by and between Ruveon LLC (f/k/a P4 LLC), a New Jersey limited liability company and Sweetwater County (“County”). Ruveon LLC and County may be referred to collectively as the “Parties” or individually as a “Party.”

### Background

Ruveon LLC operates and maintains a Coke Plant situated south of Rock Springs, accessible via County Road 50 at 272 Quealy Road. Established circa 1972, the plant functions as a coal calciner, producing calcined coal used as a carbon source for elemental phosphorus furnaces in Soda Springs, Idaho. The facility's water supply is delivered through a 6-inch concrete asbestos (transite) pipeline sourced from the Rock Springs Water Department. Due to the pipeline's age—exceeding 45 years, it has declined, necessitating the use of a booster pump to maintain adequate water pressure. Ruveon LLC is undertaking a project to upgrade the water line and pump station to support anticipated future expansion.

Additionally, Ruveon LLC proposes to install a pump station building and related infrastructure at the geographic coordinates 41.564722, -109.241389. The selected site offers technical advantages, and the project is contingent upon the location being within the County's right of way, as outlined in the Memorandum of Understanding (MOU).

### License

During the term of this Agreement, the County hereby grants Ruveon LLC a license on County Road 50 and granted right of way to construct, install, maintain, repair, alter, inspect, replace, remove, and access the 10'x15' water pump station.

### Responsibilities of Ruveon LLC

- Ruveon LLC shall purchase and install the pump station.
- Ruveon LLC shall maintain the pump station, its associated improvements, and its enclosure in a safe and effective manner.
- Ruveon LLC shall provide at its own expense any repairs needed for the pump station during the term of this Agreement.
- Ruveon LLC recognizes that its request to build a structure inside the County ROW is a unique ask to the County and does not fall within the normal guidelines of the County's Utility Application.
- Ruveon LLC shall maintain the pump station and its associated improvements, as to not hinder the safety or flow of traffic and repair any damages in a timely manner.

### Responsibilities of County

- The County shall review plans supplied by Ruveon LLC to the County.
- In the event the County discovers any damage or any need for repairs, or removal of the pump station, the County shall notify Ruveon LLC of such.

### Term

This Agreement shall become effective upon signature by the authorized officials from Ruveon LLC and the County and will remain in effect until (1) the pump station is removed, or (2) a period of 25 years passes, whichever occurs first. Either Party may terminate this Agreement upon reasonable written notice to the other Party, provided to the address stated herein. The Parties recognize that this Memorandum extends beyond the terms of their elected officials. In an effort to fulfill the duty required under the Wyoming Supreme Court's holding in *Mariano & Associates, P.C. v. Bd. Of Cnty. Comm'rs of Sublette Cnty.*, 737P.2d 323 (Wyo. 1987), the Parties rely upon the terms of this memorandum. Furthermore, the Parties agree they are entering into this Memorandum because it is reasonably necessary for the care and maintenance of a structure that will exist well beyond a term of election. This extended MOU is of a definable advantage to the parties because it documents and establishes an understanding and method for any future maintenance that could be required.

### Notices

All notices concerning this Agreement, other than day-to-day communications between the Parties, shall be in writing and sent to the relevant addresses set forth below. A Party may designate other addressees or addresses by notice to the other Party.

**Ruveon LLC  
C/O Greg Masie  
Site Manager- Ruveon LLC, Rock Springs  
PO Box 1356  
Rock Springs, Wyoming 82901  
Phone: 307-382-2911**

**Sweetwater County  
C/O Gene Legerski, PE Public Works Director  
3 Layos Drive  
Rock Springs, Wyoming 82901  
Phone: 307.872.3921**

### Indemnification

Ruveon LLC shall defend, indemnify, and hold harmless the County and its officers, agents, and employees from all suits, actions, or claims of any character, name, or description, including reasonable attorney's fees and litigation expenses, brought on account of any injuries, damages, or losses (real or alleged) sustained by any person or persons arising out of (1) negligent acts or omissions of Ruveon LLC, its employees, subcontractors, or agents, related to the licensed property or Pump Station at issue in this MOU, including, but not limited to, any claims for personal injury, including injuries or damages sustained by Ruveon LLC employees, property damage, or (2) any other claims of any nature arising out of Ruveon LLC's performance of the services to be provided pursuant to this Agreement, or the failure of Ruveon LLC to perform or comply with any requirement of this Agreement, including employment-related claims arising under the common law or based upon any federal, state, or local statutes, ordinances, or regulations.

Miscellaneous

This Agreement may be modified by the written consent of the authorized officials from Ruveon LLC and the County.

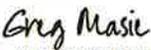
This Agreement is not intended to constitute, create, give effect to, or otherwise recognize a joint venture, partnership, or formal business entity of any kind, and the rights and obligations of the Parties shall be expressly set forth in this Agreement. No fiduciary relationship or duties are created by this Agreement. Nothing herein grants either Party the right to make commitments on behalf of the other without prior written consent.

Each person signing this Agreement warrants that they have full legal capacity, power, and authority to execute this Agreement and bind the respective Party. This Agreement may be executed in any number of counterparts with the same effect as if all of the Parties had signed the same document. All counterparts shall be construed together and shall constitute one agreement.

This Agreement shall be governed by and construed in accordance with the Laws of the State of Wyoming, United States of America, without giving effect to the principles of conflict of Laws.

This Agreement represents the entire agreement of the Parties hereto with respect to the subject matter hereof and all prior agreements and understandings of the parties hereto, whether written or oral, shall be superseded hereby.

INTENDING TO BE LEGALLY BOUND, the Parties have executed this Agreement effective as of the date first written above.

Signed by:  
  
A1CC9B1EDABF44C...

\_\_\_\_\_  
Ruveon LLC - Greg Masie, Site Manager

1/26/2026 | 4:12:20 PM CET

\_\_\_\_\_  
Date

THE BOARD OF COUNTY COMMISSIONERS  
OF SWEETWATER COUNTY, WYOMING

\_\_\_\_\_  
Keaton D. West, Chairman

\_\_\_\_\_  
Taylor C. Jones, Member

\_\_\_\_\_  
Island Richards, Member

ATTEST:

\_\_\_\_\_  
Robert D. Slaughter, Member

\_\_\_\_\_  
Cynthia L. Lane, County Clerk

\_\_\_\_\_  
Mary E. Thoman, Member



**MEETING REQUEST FORM**

<b>Meeting Date Requested:</b> February 3, 2026	<b>Contact Phone and E-mail:</b> 307.872.3920 legerskig@sweetwatercountywy.gov
<b>Presenters Name, Title and Name of Organization:</b> Gene Legerski, PE Director of Public Works	<b>Exact Wording for Agenda:</b> 11:00- SF299 Hiawatha Road ROW
<b>Preference of Placement on Agenda &amp; Amount of Time Requested for Presentation:</b> 5 minutes	<b>Will there be handouts? (If yes, include with meeting request form)</b> Yes
<b>Will handouts require SIGNATURES?</b> Yes <b>SHOULD THE ITEM BE MARKED CONFIDENTIAL?</b> No	If you are submitting a Resolution or Proclamation, please forward in Word format to: shoemakers@sweetwatercountywy.gov
<b>Additional Information:</b> The Commissioners approved the SF299 application for the amendment of ROW for County Road 25 on 11/18/2025. Upon review of that SF299, BLM staff has directed the County to apply for a new ROW through the SF299 process.	
<b>Attachments:</b> <a href="#">SF299 Packet_01_23_26.pdf</a>	

**INSTRUCTIONS:**

- All requests to be added to the agenda, along with handouts and original documents to be signed, must be submitted in writing on the “Meeting Request Form” by Tuesday at 10:00 a.m. prior to the scheduled meeting and returned in person or electronically to Administrative Assistant Sally Shoemaker at: [shoemakers@sweetwatercountywy.gov](mailto:shoemakers@sweetwatercountywy.gov)  
**\*\*If your handout is not accompanied with the request, your request may be dismissed and you may reschedule for the next meeting provided the handout(s) are received.\*\***
- If you are presenting a **Resolution or Proclamation**, it must be submitted in Word Format and emailed to: [shoemakers@sweetwatercountywy.gov](mailto:shoemakers@sweetwatercountywy.gov)

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The meetings are held in the commission meeting room:

80 West Flaming Gorge Way

Meeting Room #115

Green River, Wyoming

[SF299 Packet\\_01\\_23\\_26.pdf](#)

**APPLICATION FOR TRANSPORTATION, UTILITY SYSTEMS, TELECOMMUNICATIONS AND FACILITIES  
ON FEDERAL LANDS AND PROPERTY**

FORM APPROVED  
OMB Control Number: 0596-0249  
Expiration Date: 1/31/2027

FOR AGENCY USE ONLY

NOTE: Before completing and filing the application for an authorization (easement, right-of-way, lease, license or permit), the applicant should completely review this package, including instructions, and schedule a pre-application meeting with representatives of the agency responsible for processing the application. Each agency may have specific and unique requirements to be met in preparing and processing the application. Many times, with the help of the agency representative, the application can be completed at the pre-application meeting.

Application Number

Date Filed

1. Name and address of applicant  
Sweetwater County  
80 W. Flaming Gorge Way, Suite 23  
Green River, WY 82935

2. Name and address of authorized agent if different from item 1

3. Applicant telephone number and email:

Authorized agent telephone number and email:

4. As applicant are you? (check one)

- a.  Individual
- b.  Corporation\*
- c.  Partnership/Association\*
- d.  State Government/State Agency
- e.  Local Government
- f.  Federal Agency

\* If checked, complete supplemental page

5. Specify what application is for: (check one)

- a.  New authorization
- b.  Renewing existing authorization number
- c.  Amend existing authorization number
- d.  Assign existing authorization number
- e.  Existing use for which no authorization has been received \*
- f.  Other\*

\* If checked, provide details under item 7

6. If an individual, or partnership, are you a citizen(s) of the United States?  Yes  No

7. Project description (describe in detail): (a) Type of use or occupancy, (e.g., canal, pipeline, road, telecommunications); (b) related structures and facilities; (c) physical specifications (Length, width, grading, etc.); (d) term of days/years needed; (e) time of year of use or operation; (f) Volume or amount of product to be transported; (g) duration and timing of construction; and (h) temporary work areas needed for activity/construction (Attach additional sheets, if additional space is needed.)

There are issues with the existing culvert near milepost 9.4 on County Road 25. The County is proposing to address those issues, but additional ROW is required. The culvert is located in T12N R100W S14 SW1/4SW1/4. This is a modification of right-of-way grant serial number WYWY106078900 (legacy serial number WYW077304) that has a width of 100 feet. County Staff was directed by BLM staff to apply for a new FLPMA perpetual ROW rather than an amendment to the existing ROW. The County Road, in its entirety, is located in T12N R101W Sections 9, 16, 15, 14, 23, 24, T12N R100W Sections 19, 21, 22, 15, 14, 23 and T12N R99W Sections 19, 20, 17, 16, 15, 22. The ROW is proposed to have a width of 100 feet, but widen to a width of 300 feet in T12N R100W Section 14.

8. Attach a map covering area and show location of project proposal.

9. State or Local government approval:  Attached  Applied for  Not Required

10. Nonrefundable application fee:  Attached  Not required  To be determined by agency

11. Does project cross international boundary or affect international waterways?  Yes  No (if "yes," indicate on map)

12. Give statement of your technical and financial capability to construct, operate, maintain, and terminate system for which authorization is being requested.

Sweetwater County maintains approximately 1,200 miles of county roads. The county has continued to fund the road and bridge department through by a portion of the mill levy and fuel tax money received.

This is expected to continue because of the need to maintain and improve the county roads for industrial, commercial, agricultural and recreational use.

13a. Describe other alternative locations considered.

N/A

b. Why were these alternatives not selected?

N/A

c. Give explanation as to why it is necessary to use or occupy Federal assets (lands or buildings).

Maintain stormwater control in an effective manner to prevent erosion of the roadway.

14. List authorizations and pending applications filed for similar projects which may provide information to the authorizing agency. (Specify number, date, code, or name)

N/A

15. Provide statement of need for project, including the economic feasibility and items such as: (a) cost of proposal (construction, operation, and maintenance); (b) estimated cost of next best alternative; and (c) expected public benefits.

N/A

16. Describe probable effects on the population in the area, including the social and economic aspects, and the rural lifestyles.

N/A

17. Describe likely environmental effects that the proposed project will have on: (a) air quality; (b) visual impact; (c) surface and ground water quality and quantity; (d) the control or structural change on any stream or other body of water; (e) existing noise levels; and (f) the surface of the land, including vegetation, permafrost, soil, and soil stability; and, (g) historic or archaeological resources or properties.

N/A

18. Describe the probable effects that the proposed project will have on (a) populations of fish, plant life, wildlife, and marine life, including threatened and endangered species; and (b) marine mammals, including hunting, capturing, collecting, or killing these animals.

N/A

19. State whether any hazardous material, as defined in this paragraph, would be used, produced, transported or stored on or in a federal building or federal lands or would be used in connection with the proposed use or occupancy. "Hazardous material" shall mean (a) any hazardous substance under section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. § 9601(14); (b) any pollutant or contaminant under section 101(33) of CERCLA, 42 U.S.C. § 9601(33); (c) any petroleum product or its derivative, including fuel oil, and waste oils; and (d) any hazardous substance, extremely hazardous substance, toxic substance, hazardous waste, ignitable, reactive or corrosive materials, pollutant, contaminant, element, compound, mixture, solution or substance that may pose a present or potential hazard to human health or the environment under any applicable environmental laws. The holder shall not store any hazardous materials at the site without prior written approval from the authorized officer. This approval shall not be unreasonably withheld. If the authorized officer provides approval, this permit shall include (or in the case of approval provided after this permit is issued, shall be amended to include) specific terms addressing the storage of hazardous materials, including the specific type of materials to be stored, the volume, the type of storage, and a spill plan. Such terms shall be proposed by the holder and are subject to approval by the authorized officer.

N/A

20. Name all the Federal Department(s)/Agency(ies) where this application is being filed.

BLM

I HEREBY CERTIFY, That I am of legal age and authorized to do business in the State and that I have personally examined the information contained in the application and believe that the information submitted is correct to the best of my knowledge.

Signature of Applicant

Date

Title 18, U.S.C. Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

GENERAL INFORMATION  
ALASKA NATIONAL INTEREST LANDS

This application will be used when applying for a right-of-way, permit, license, lease, or certificate for the use of Federal lands which lie within conservation system units and National Recreation or Conservation Areas as defined in the Alaska National Interest lands Conservation Act. Conservation system units include the National Park System, National Wildlife Refuge System, National Wild and Scenic Rivers System, National Trails System, National Wilderness Preservation System, and National Forest Monuments.

Transportation utility systems telecommunication installations facility uses for which the application may be used are:

1. Canals, ditches, flumes, laterals, pipes, pipelines, tunnels, and other systems for the transportation of water.
2. Pipelines and other systems for the transportation of liquids other than water, including oil, natural gas, synthetic liquid and gaseous fuels, and any refined product produced therefrom.
3. Pipelines, slurry and emulsion systems, and conveyor belts for transportation of solid materials.
4. Systems for the transmission and distribution of electric energy.
5. Wired and wireless systems for transmission or reception of radio, television, telephone, telegraph, and other electronic signals, and other means of communications.
6. Improved right-of-way for snow machines, air cushion vehicles, and all-terrain vehicles.
7. Roads, highways, railroads, tunnels, tramways, airports, landing strips, docks, and other systems of general transportation.

This application must be filed simultaneously with each Federal department or agency requiring authorization to establish and operate your proposal.

In Alaska, the following agencies will help the applicant file an application and identify the other agencies the applicant should contact and possibly file with:

Department of Agriculture  
Regional Forester, Forest Service (USFS)  
P.O. Box 21628  
Juneau, Alaska 99802-1628  
Telephone: (907) 586-7847  
(or a local Forest Service Office)

Department of the Interior  
Bureau of Indian Affairs (BIA)  
Alaska Regional Office  
709 West 9th Street  
Juneau, Alaska 99802  
Telephone: (907) 586-7177

Department of the Interior  
Alaska State Office  
Bureau of Land Management  
222 West 7th Avenue #13  
Anchorage, Alaska 99513  
Public Room: 907-271-5960  
FAX: 907-271-3684  
(or a local BLM Office)

U.S. Fish & Wildlife Service (FWS)  
Office of the Regional Director  
1011 East Tudor Road  
Anchorage, Alaska 99503  
Telephone: (907) 786-3440

National Park Service (NPS)  
Alaska Regional Office  
240 West 5th Avenue  
Anchorage, Alaska 99501  
Telephone: (907) 644-3510

Note - Filings with any Interior agency may be filed with any office noted above or with the Office of the Secretary of the Interior, Regional Environmental Officer, P.O. Box 120, 1675 C Street, Anchorage, Alaska 99513.

Department of Transportation  
Federal Aviation Administration  
Alaska Region AAL-4, 222 West 7th Ave., Box 14  
Anchorage, Alaska 99513-7587  
Telephone: (907) 271-5285

NOTE - The Department of Transportation has established the above central filing point for agencies within that Department. Affected agencies are: Federal Aviation Administration (FAA), Coast Guard (USCG), Federal Highway Administration (FHWA), Federal Railroad Administration (FRA).

OTHER THAN ALASKA NATIONAL INTEREST LANDS

Use of this form is not limited to National Interest Conservation Lands of Alaska.

Individual department/agencies may authorize the use of this form by applicants for transportation, utility systems, telecommunication installations and facilities on other Federal lands outside those areas described above.

For proposals located outside of Alaska, applications will be filed at the local agency office or at a location specified by the responsible Federal agency.

SPECIFIC INSTRUCTIONS  
(Items not listed are self-explanatory)

- 7 Attach preliminary site and facility construction plans. The responsible agency will provide instructions whenever specific plans are required.
- 8 Generally, the map must show the section(s), township(s), and range(s) within which the project is to be located. Show the proposed location of the project on the map as accurately as possible. Some agencies require detailed survey maps. The responsible agency will provide additional instructions.
- 9, 10, and 12 The responsible agency will provide additional instructions.
- 13 Providing information on alternate locations in as much detail as possible, discussing why certain locations were rejected and why it is necessary to use Federal assets will assist the agency(ies) in processing your application and reaching a final decision. Include only reasonable alternate locations as related to current technology and economics.
- 14 The responsible agency will provide instructions.
- 15 Generally, a simple statement of the purpose of the proposal will be sufficient. However, major proposals located in critical or sensitive areas may require a full analysis with additional specific information. The responsible agency will provide additional instructions.
- 16 through 19 Providing this information with as much detail as possible will assist the Federal agency(ies) in processing the application and reaching a decision. When completing these items, you should use a sound judgment in furnishing relevant information. For example, if the project is not near a stream or other body of water, do not address this subject. The responsible agency will provide additional instructions.

Application must be signed by the applicant or applicant's authorized representative.

## PUBLIC BURDEN STATEMENT

The Federal agencies collect this information from proponents and applicants requesting a right-of-way, permit, license, lease, or certification for use of Federal assets. The Federal agencies use this information to evaluate a proponent's or applicant's proposal to use Federal assets. A Federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with an information collection subject to the requirements of the Paperwork Reduction Act of 1995 unless the information collection has a currently valid Office of Management and Budget (OMB) Control Number. The approved OMB Control Number for this information collection is 0596-0249. Without this approval, we could not conduct this information collection. Public reporting for this information collection is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the information collection. All responses to this information collection are voluntary. Send comments regarding this burden estimate or any other aspect of this information collection, including suggestions for reducing this burden, to the USDA Forest Service email address [SM.FS.InfoCollect@usda.gov](mailto:SM.FS.InfoCollect@usda.gov) and include the OMB Control Number in the subject line. Disclosure of the information is voluntary. If all the information is not provided, the proposal or application may be rejected. Concerns about this form can be sent to Director, Lands, Minerals, and Geology Management Staff, 1st Floor Southeast, 201 14th Street, SW, Washington, DC 20250-1124

## USDA NONDISCRIMINATION STATEMENT

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English. To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint and at any USDA office](#) or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410; (2) fax: (202) 690-7442; or (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov). The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.

**SUPPLEMENTAL**

NOTE: The responsible agency(ies) will provide instructions	CHECK APPROPRIATE BLOCK	
<b>I - PRIVATE CORPORATIONS</b>	ATTACHED	FILED *
a. Articles of Incorporation	<input type="checkbox"/>	<input type="checkbox"/>
b. Corporation Bylaws	<input type="checkbox"/>	<input type="checkbox"/>
c. A certification from the State showing the corporation is in good standing and is entitled to operate within the State	<input type="checkbox"/>	<input type="checkbox"/>
d. Copy of resolution authorizing filing	<input type="checkbox"/>	<input type="checkbox"/>
e. The name and address of each shareholder owning 3 percent or more of the shares, together with the number and percentage of any class of voting shares of the entity which such shareholder is authorized to vote and the name and address of each affiliate of the entity together with, in the case of an affiliate controlled by the entity, the number of shares and the percentage of any class of voting stock of that affiliate owned, directly or indirectly, by that entity, and in the case of an affiliate which controls that entity, the number of shares and the percentage of any class of voting stock of that entity owned, directly or indirectly, by the affiliate.	<input type="checkbox"/>	<input type="checkbox"/>
f. If application is for an oil or gas pipeline, describe any related right-of-way or temporary use permit applications, and identify previous applications.	<input type="checkbox"/>	<input type="checkbox"/>
g. If application is for an oil and gas pipeline, identify all Federal lands by agency impacted by proposal.	<input type="checkbox"/>	<input type="checkbox"/>
<b>II - PUBLIC CORPORATIONS</b>		
a. Copy of law forming corporation	<input type="checkbox"/>	<input type="checkbox"/>
b. Proof of organization	<input type="checkbox"/>	<input type="checkbox"/>
c. Copy of Bylaws	<input type="checkbox"/>	<input type="checkbox"/>
d. Copy of resolution authorizing filing	<input type="checkbox"/>	<input type="checkbox"/>
e. If application is for an oil or gas pipeline, provide information required by item "I - f" and "I - g" above.	<input type="checkbox"/>	<input type="checkbox"/>
<b>III - PARTNERSHIP OR OTHER UNINCORPORATED ENTITY</b>		
a. Articles of association, if any	<input type="checkbox"/>	<input type="checkbox"/>
b. If one partner is authorized to sign, resolution authorizing action is	<input type="checkbox"/>	<input type="checkbox"/>
c. Name and address of each participant, partner, association, or other	<input type="checkbox"/>	<input type="checkbox"/>
d. If application is for an oil or gas pipeline, provide information required by item "I - f" and "I - g" above.	<input type="checkbox"/>	<input type="checkbox"/>

\* If the required information is already filed with the agency processing this application and is current, check block entitled "Filed." Provide the file identification information (e.g., number, date, code, name). If not on file or current, attach the requested information.

**APPENDIX A**  
**SWEETWATER COUNTY COUNTY ROAD #25**  
**HIAWATHA ROAD**  
**DEVELOPMENT AND IMPROVEMENT PLAN**

**1. DESCRIPTION**

Sweetwater County is applying for a new right-of-way grant across portions of the BLM for the existing County Road 25 Hiawatha Road. CR#25 was constructed and is covered under right-of-way grant serial number WYW106078900 (legacy serial number WYW077304).

This right-of-way grant will establish a wide of 100 feet for the roadway with the only difference being a width of 300 feet in T12N R100W Section 14. The extra width will allow a culvert replacement and stormwater control devices to be implemented. It is needed so that industry can use this roadway to travel safely to their sites. Along with public access to recreation opportunities.

The roadway meanders between Wyoming and Colorado. The Sweetwater County Wyoming portion of the roadway/ROW length is roughly 11.93 miles along. The 100 foot wide portion of the ROW will have a length of 11.76 miles, while the 300 foot wide portion will have a length of 901 feet (0.17 miles).

**2. STATEMENT OF NEED**

This right-of-way grant is needed across BLM lands to allow the replacement of the existing culvert and so that users within Sweetwater County can continue to access energy sites, Powder Wash Colorado, and the Vermillion Creek & Shell Creek areas.

The existing culvert was badly damaged in 2024 and its flow capacity is hampered. Failing to replace this culvert in a timely manner will result in the culvert washing out, the roadway becoming unpassable, and motorists will be unable to reach their destinations.

### **3. LOCATION**

A drainage structure approximately 200 feet in length will be located in the SW1/4 SW1/4 of Section 14 and in the SE1/4S E1/4 of Section 15 T12N R100W of the 6<sup>th</sup> P.M. in Sweetwater County, Wyoming.

The entire length of the roadway is located in T12N R101W Sections 9, 16, 15, 14, 23, 24, T12N R100W Sections 19, 21, 22, 15, 14, 23 and T12N R99W Sections 19, 20, 17, 16, 15, 22.

### **4. PLAN OF DEVELOPMENT**

The proposed ROW grant will replace the RS2477 ROW previously established for the roadway and provide a widened ROW to allow for the installation of a drainage structure system to prevent erosion. The roadway will continue to be maintained and graded as it always has.

#### Facility Design Factors

- A1) The road is constructed to Sweetwater County road standards.
- A2) The maximum grade of the road is less than 10% along the longitudinal axis (if possible) and has a maximum of 4% cross slope to allow for water to shed off the surface.
- A3) The roadway is surfaced with six (6) inches of roadbase or other natural material.
- A5) The width of the road top is 24 feet and the requested right-of-way width is 200 feet.
- B1) There will be no temporary use areas needed from the BLM that isn't within the existing roadway.

#### Government Agencies Involved

- a. No other State or local permits, easements, or dedications are needed for the roadway.
- b. The replacement culverts may need an Army Corp of Engineers depending on their location. These types of replacements fall within the Nationwide Permit 14 for Linear Transportation Projects and will be applied for as needed for culvert replacements.

#### Construction of Facilities

- a. The roadway will be maintained and the existing culverts will need to be replaced along the existing roadway.
  - 1. One pickup truck, motor grader, roller, and water trucks will be used to maintain the roadway.
    - 1a. Four pickups, motor grader, roller, water truck, loader, and excavators will be used to replace the culvert as needed for proper drainage.

- b. The number of people on this project will vary from 1-10, depending on whether we are maintaining the roadway or replacing the existing culvert.
- c. Flagging or staking of the right-of-way will be needed.
- d. Clearing and grading will not be needed since this is an existing roadway.
- e. See the description under Construction of Facilities.
- f. Access to the right-of-way will be on existing county roads.
- g. Sweetwater County Contact-Gene Legerski 307-872-3921
- h. Sweetwater County will be responsible for the safety on-site.
- i. There will be no industrial wastes or toxic substances used in this project.
- j. There are no seasonal restrictions that we know of on this project other than weather events that contribute to the runoff.

#### Stabilization and Rehabilitation

In areas of the exiting roadway that are disturbed during the culvert replacement process, we will reseed the affected area with the following seed mixture. All areas of the shoulder slopes of the road will be reseeded per the established seed mixture.

#### Upland Seed Mixture

Bluebunch wheatgrass 1lb/acre  
 Indian ricegrass 1 lb/acre  
 Sandberg bluegrass 1 lb/acre  
 Thickspike wheatgrass 2 lb/acre  
 Blue flax 1 lb/acre  
 lupine perennial 1 lb/acre  
 Stemless Goldenweed 1 lb/acre  
 Basin wildrye magnar 5 lb/acre

#### Riparian Seed Mixture

Carex nebrascensis at 5lbs/acre and  
 Juncus Balticus at 2 lbs./acre.

Jute matting will be used in areas where the slopes can't be constructed under a 2:1 H:V.

### Operation and Maintenance

The area will be maintained, including snow removal, by Sweetwater County Road and Bridge. We have an operator that is in charge of the roads in this area and they regularly drive and check these roads and culverts and report any maintenance needed to their direct foreman.

Fire control in this area is also managed by BLM, but with backup provided by Fire District #1.

### Termination and Restoration

At the termination of the grant, Sweetwater County will remove the roadway and culverts. This disturbed area will be contoured and reseeded.

## **5. ESTIMATED COSTS**

The proposed cost of the culvert replacement project is approximately \$70,000. Regular maintenance (grading) of the roadway is approximately \$20,000 per year.

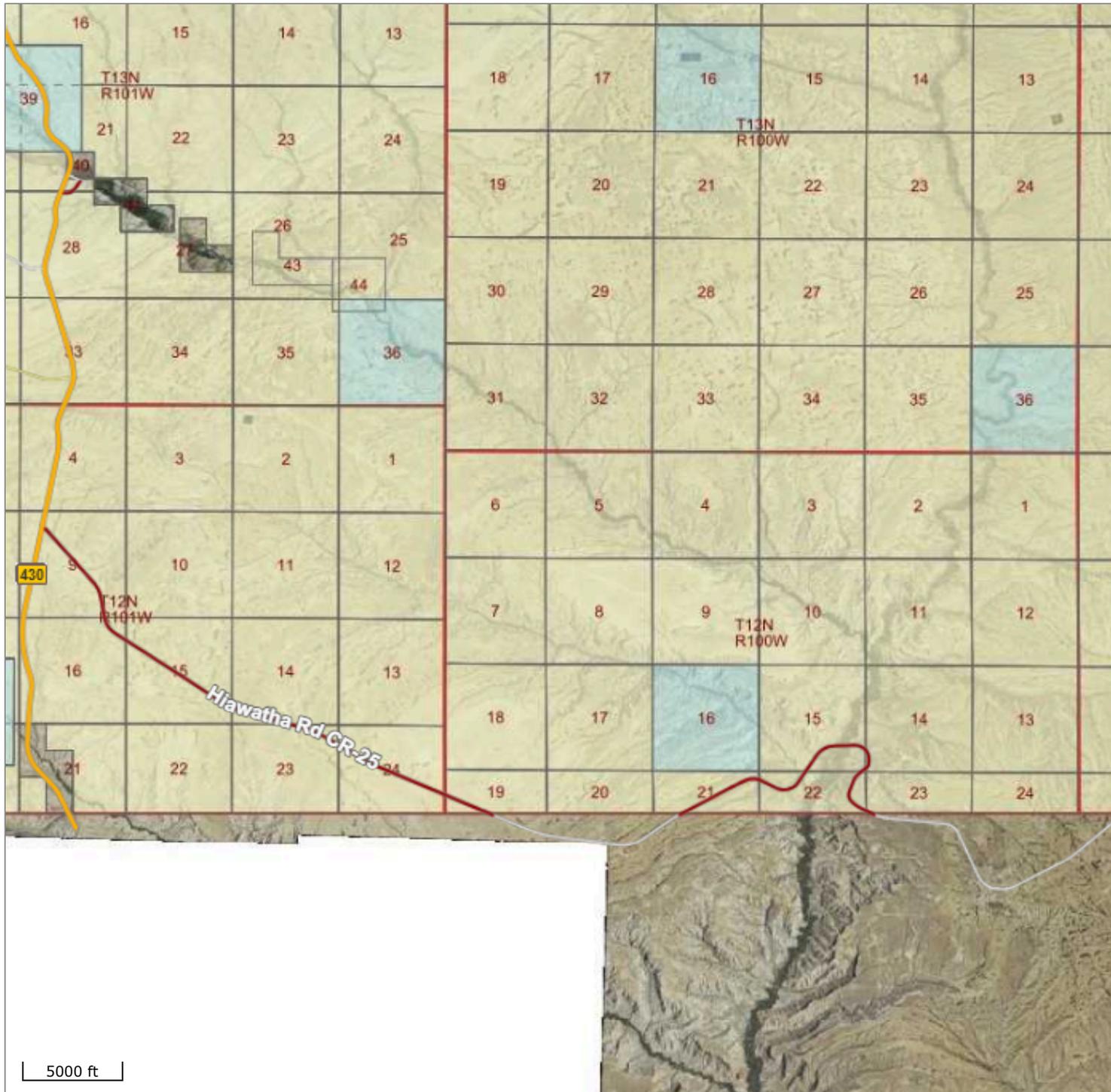
## **6. Items to address 12/16/2025 Incomplete Letter from Joanna Nara-Kloepper**

The proposed culvert will have a diameter of 36 inches and have a length of approximately 150 feet. The proposed solution to address the difference in height between the drainage and the roadway surface is a concrete drop manhole. The manhole will have a diameter of 5 feet, a depth of approximately 26 feet, and be located just outside of the edge of the roadway. A riprap pad will be installed at the outlet of the culvert, roughly 20 feet in length. Check dams made of stones will be placed upstream of the culvert, with the purpose of slowing down the water in the existing drainage. Check dams will be placed near the culvert's inlet and at the full width of the right-of-way.

# Sweetwater County Wyoming MapServer

County Road 25 Map to Accompany SF299 Application

Page 1 of 2



- Tax Parcel
- Township
- B.L.M.
- Bureau of Reclamation
- State of Wyoming
- Wyoming Game & Fish
- U.S.F.S.
- Local Government
- Uinta Dev
- Anadarko
- Southland Royalty Company LLC
- Sweetwater Surface LLC
- Wildcat Coal LLC
- Aggie Grazing LLC
- Rock Springs Grazing Assoc
- 2022 Aerial Photography (2ft)
- Forest Service Roads
- BLM Roads
- County Road
- State Highway
- U.S. Highway
- I-80
- Railroad



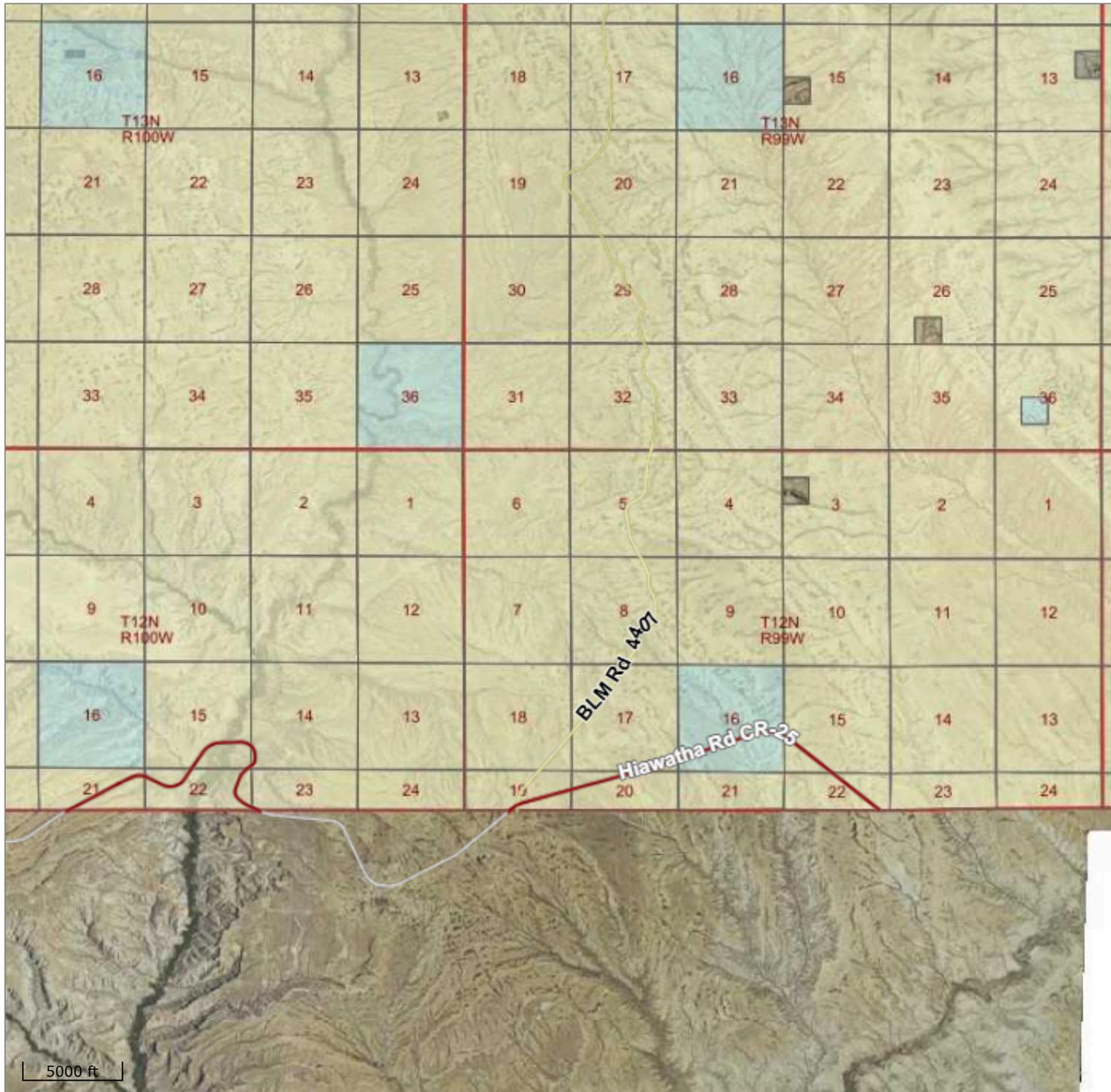
Sweetwater County provides this map for illustrative purposes only and assumes no liability for actions taken by users based on information shown.  
printed 1/21/2026

5000 ft

# Sweetwater County Wyoming MapServer

County Road 25 Map to Accompany SF299 Application

Page 2 of 2

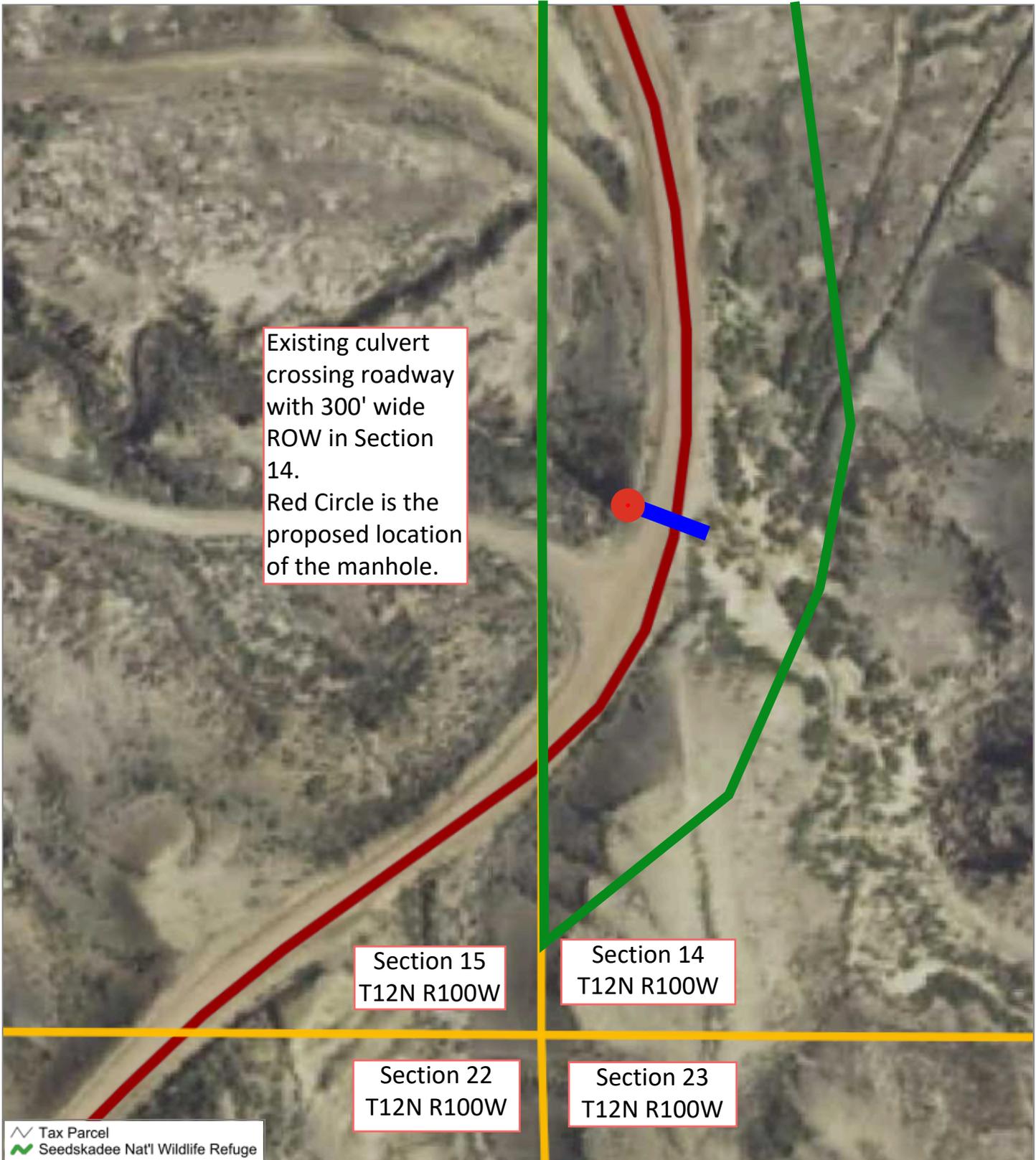


- Tax Parcel
- Township
- B.L.M.
- Bureau of Reclamation
- State of Wyoming
- Wyoming Game & Fish
- U.S.F.S.
- Local Government
- Uinta Dev
- Anadarko
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- 2022 Aerial Photography (2ft)
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- BLM Roads
- County Road
- State Highway
- U.S. Highway
- I-80
- Railroad



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printed 1/21/2026

5000 ft



- Tax Parcel
- Seedskadee Nat'l Wildlife Refuge
- Flaming Gorge Nat'l Rec Area
- Rivers and Lakes
- 2022 Aerial Photography (2ft)
- Forest Service Roads
- BLM Roads
- County Road
- State Highway
- U.S. Highway
- I-80
- Railroad

SF299 - Map Attachment



**Sweetwater County  
Wyoming MapServer**

Sweetwater County provides this map for illustrative purposes only and assumes no liability for actions taken by users based on information shown. printed 10/30/2025



**MEETING REQUEST FORM**

<b>Meeting Date Requested:</b> February 3, 2026	<b>Contact Phone and E-mail:</b> 307.872.3922 hootena@sweetwatercountywy.gov
<b>Presenters Name, Title and Name of Organization:</b> Andy Hooten, PE Assistant Director of Public Works	<b>Exact Wording for Agenda:</b> 11:05- Presentation of the Viewer Report for McKinnon Road ROW Alteration Petition
<b>Preference of Placement on Agenda &amp; Amount of Time Requested for Presentation:</b> Place before the Action Item on the Alteration Petition, 10 minutes	<b>Will there be handouts? (If yes, include with meeting request form)</b> Yes
<b>Will handouts require SIGNATURES?</b> No <b>SHOULD THE ITEM BE MARKED CONFIDENTIAL?</b> No	If you are submitting a Resolution or Proclamation, please forward in Word format to: shoemakers@sweetwatercountywy.gov
<b>Additional Information:</b>	
<b>Attachments:</b> <a href="#">VIEWER REPORT- TRIPPLETT PETITION- EXECUTED.pdf</a>	

**INSTRUCTIONS:**

- All requests to be added to the agenda, along with handouts and original documents to be signed, must be submitted in writing on the “Meeting Request Form” by Tuesday at 10:00 a.m. prior to the scheduled meeting and returned in person or electronically to Administrative Assistant Sally Shoemaker at: [shoemakers@sweetwatercountywy.gov](mailto:shoemakers@sweetwatercountywy.gov)  
***\*\*If your handout is not accompanied with the request, your request may be dismissed and you may reschedule for the next meeting provided the handout(s) are received.\*\****
- If you are presenting a **Resolution or Proclamation**, it must be submitted in Word Format and emailed to: [shoemakers@sweetwatercountywy.gov](mailto:shoemakers@sweetwatercountywy.gov)
- As always, if you are unable to attend the meeting after being placed onto an agenda, please send a representative in your place or your item may be rescheduled.

- In order to determine placement on the agenda, please review the county website [sweetwatercountywy.gov](http://sweetwatercountywy.gov) on Thursday afternoon by clicking “Commissioner's Agenda”.
- If a request to be placed on an agenda is received **AFTER** the deadline, you will be considered for the next meeting date.

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

[VIEWER REPORT- TRIPPLETT PETITION- EXECUTED.pdf](#)

## VIEWER'S REPORT

### Alteration of an Existing Publicly Dedicated Roadway

#### County Road 1 – McKinnon Road

#### BACKGROUND:

On September 12<sup>th</sup>, 2025, a petition asking to alter a publicly dedicated road right-of-way was filed with the Sweetwater County Clerk. On October 7<sup>th</sup>, 2025, the County Commissioners passed Resolution 25-10-EN-01, as per W.S. § 24-3-101. In said Resolution, Andrew P. Hooten PE, was appointed as Viewer, as per W.S. § 24-3-103.

This report summarizes the Viewer's findings and takes into consideration both the public and private convenience, and also the expense of the road to the County. Based on the Viewer's findings, a recommendation will be reported to the County as to whether or not in the Viewer's judgment, said road ought or ought not be altered, stating the probable expense of the same, including damages to the property owners along the line thereof, the benefits thereto, and such other matters therein as shall enable the said board to the act understandingly in the premises.

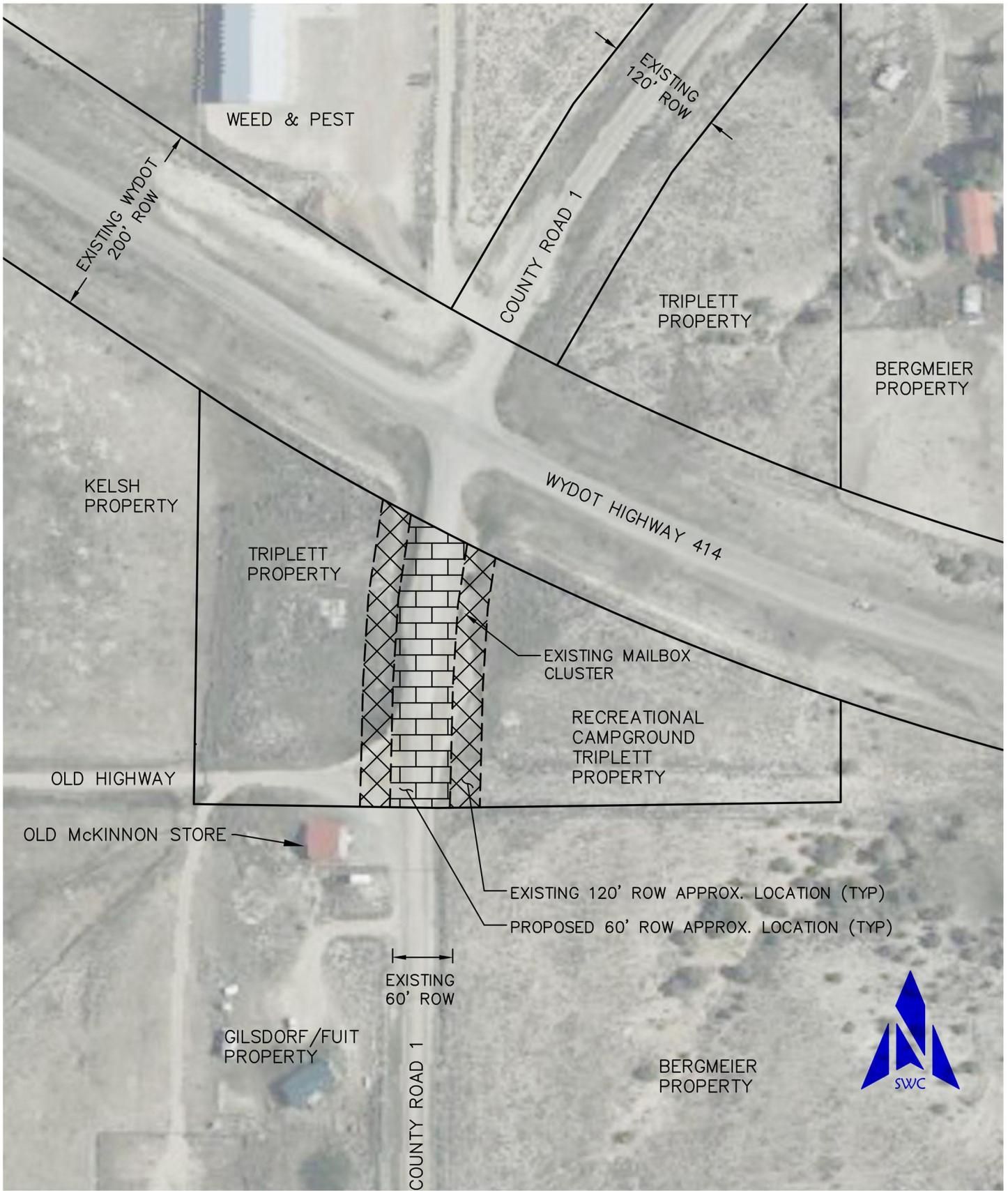
#### REPORT OF THE VIEWER:

I, Andrew P. Hooten, was appointed by the Board of County Commissioners for Sweetwater County on October 7<sup>th</sup>, 2025, to view the alteration of a road right-of-way in Sections 7 and 8, Township 12 North, Range 111 West, 6<sup>th</sup> Principal Meridian. This report has been prepared to fulfill my duties under Wyo. Stat. § 24-3-105 and § 24-3-106.

The right-of-way proposed to be altered is a portion of County Road 1 (McKinnon Road), being more particularly described below:

COMMENCING AT THE SOUTH SECTION CORNER COMMON TO SECTIONS 7 AND 8, T12N, R111W, 6<sup>TH</sup> P.M.;  
RUNNING THENCE N 0°06'56"W, 100.90 FEET ALONG THE SECTION LINE COMMON TO SAID SECTIONS TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST AND HAVING A RADIUS OF 954.3 FEET;  
THENCE NORTHERLY 171.31 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°16'44", THE LONG CHORD OF WHICH BEARS N 5°10'26"E, 171.08 FEET;  
AND TERMINATING AT THE SOUTHERLY RIGHT-OF-WAY LINE OF WYOMING STATE HIGHWAY 414.

It should be noted that this legal description was provided by a surveyor hired by the Petitioner and not the County. A simplified map showing the area in question was included in the submission of the Petition. An overall map of the area has been prepared and included in this Report as Exhibit 1 and can be found on the following page. The petition is attached to this report and labeled as Exhibit 6.



X / X

Drawn By: XXX  
 Checked By: XXX  
 Date: XX/XX/XX  
 Revised: XX/XX/XX

## EXHIBIT 1

### MAP OF EXISTING AREA TRIPLETT CR1 ROW MODIFICATION

**SWEETWATER**  
 C·O·U·N·T·Y

LAND USE & ENGINEERING  
 DEPARTMENT

**149**

I visited the site and set lath for a locate request on November 10<sup>th</sup>, 2025. While at the site on November 10<sup>th</sup>, I met with a few locals to discuss the proposed alteration. The McKinnon Store is no longer operational and is currently vacant. The use of the area by buses and as a meeting point for citizens was a common theme through several conversations. The area is also utilized by recreationists coming and going to the Uinta Mountains to the south of McKinnon.

I spoke with Jared Triplett to discuss the petition with him. We spoke regarding his reasons for bringing the petition forward. A few items he discussed were mitigation of the curve radius of the approaches into the property (Access Application requires the radius to match the distance from the edge of the roadway to the edge of the ROW), secure more property for business and property, install angled parking on east side, prevent long-term parking of campers and boats, and mow and maintain that area.

#### **LAND OWNERSHIP:**

Landowners whose land the proposed alteration is on and landowners adjacent to the parcel include the following:

1. Jared Triplett
2. Shane and Mary Kelsh - adjacent
3. Charles & Deborah Bergmeier - adjacent
4. Paula Gilsdorf c/o Curtis Fuit - adjacent
5. State of Wyoming as WYDOT- adjacent

#### **EXISTING RIGHT-OF-WAY**

The existing Right-of-Way for this parcel is 120 feet wide. The existing ROW south of this parcel is a patchwork of widths, but is commonly 60 feet between the fences, and the existing ROW north of this parcel is 120 feet wide. Before the current configuration of Highway 414, the Highway was located on the Section Line between the McKinnon Store and Triplett's property. Therefore, having a contiguous 120' wide ROW north of the McKinnon Store and a narrower ROW on the roadway headed South.

I found a record of a 1949 roadway easement recorded in Book 161 Page 85 that lies on the parcel in question. The 1949 ROW easement location appears to match the original roadway location of the McKinnon-Green River Road, and includes a wide radius at the intersection with the Old State Highway (Burntfork-Manila Road). I did not find any records vacating or abandoning the 1949 ROW Easement. The 1949 ROW Easement is shown in Image 1 and Image 2. Image 1 is a clip of a 1969 map compiled by Edward Fermelia, County Engineer.

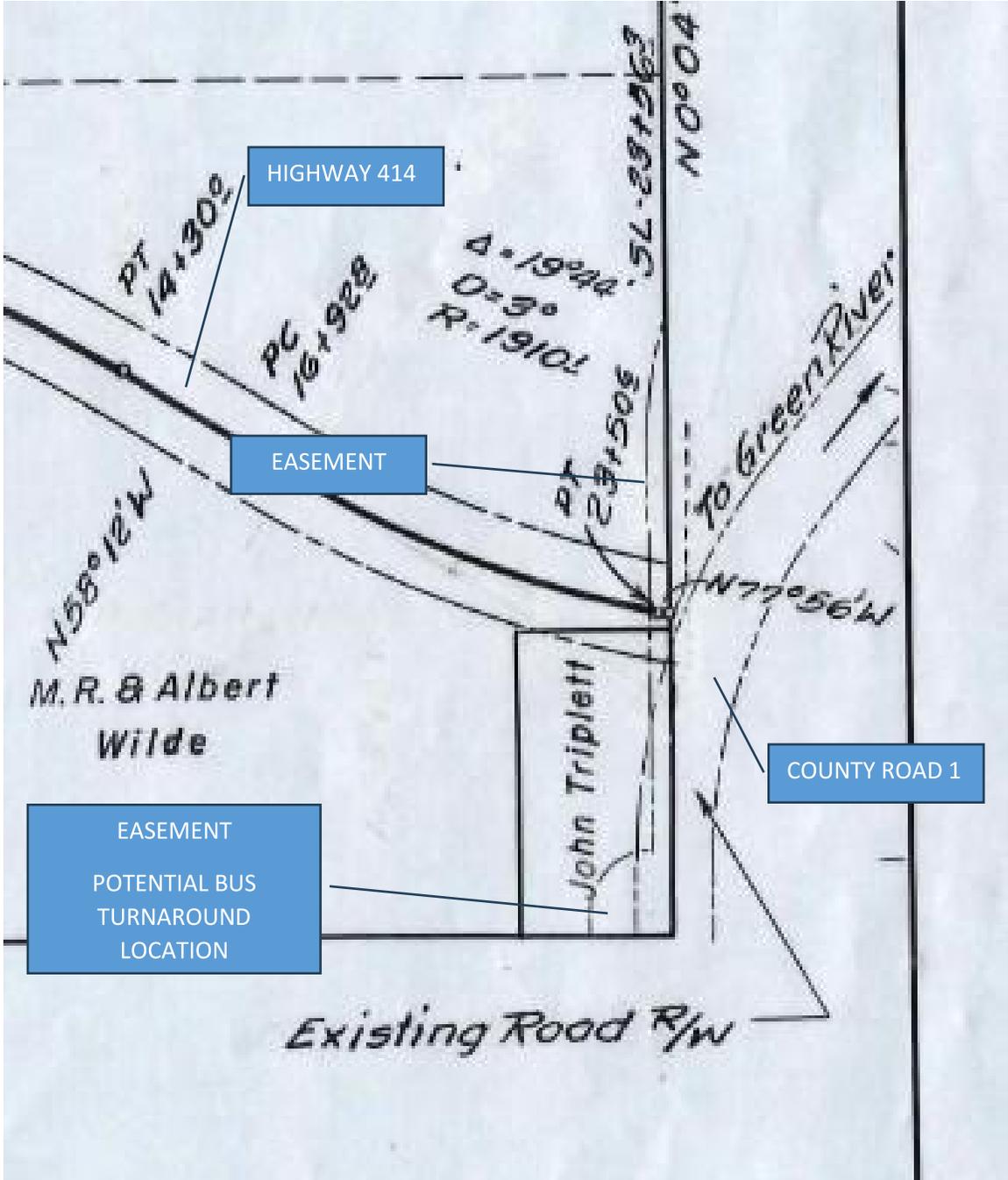


Image 1. – Map showing 1949 ROW Easement with callouts

As I was unable to find any relinquishment of this easement, therefore the County would be within their rights to act on it and build a bus-turnaround on it

The 1949 ROW Easement and the 120' ROW Easement are also shown and called out in an Exhibit for a Union Telephone Easement recorded in 2018. Shown below as Image 2.

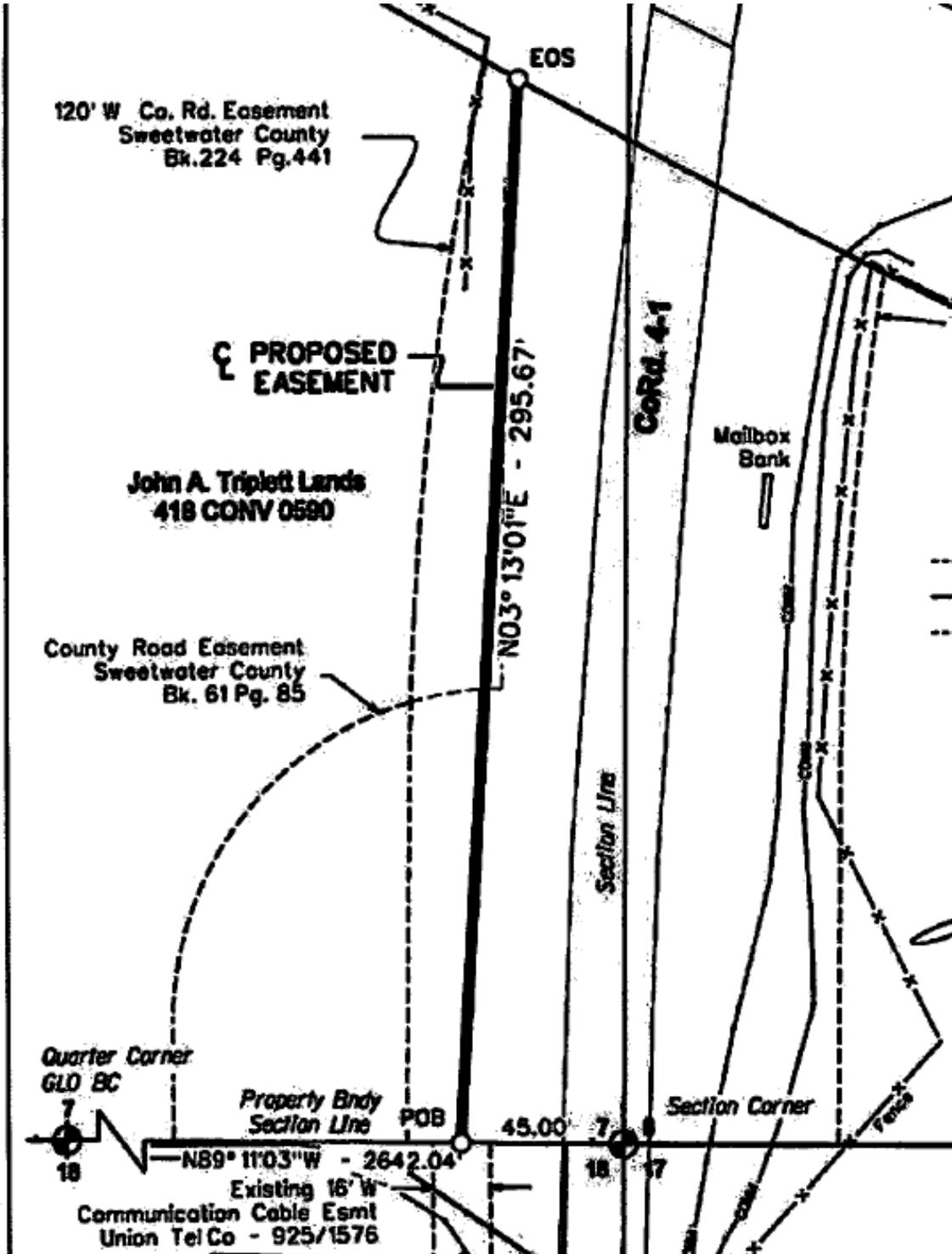


Image 2. – Map showing 1949 easement and 120' wide ROW Easement

### **INTERFERENCE WITH ADJOINING ROADS AND BRIDGES:**

On the north side of the proposed right-of-way to be altered, WYDOT State Highway 414 is adjacent. County Road 1's ROW is adjacent to the south of this parcel as the roadway continues to the south and into the State of Utah. There are no adjoining bridges to the proposed alteration right-of-way.

### **ACCESS TO PUBLIC LANDS:**

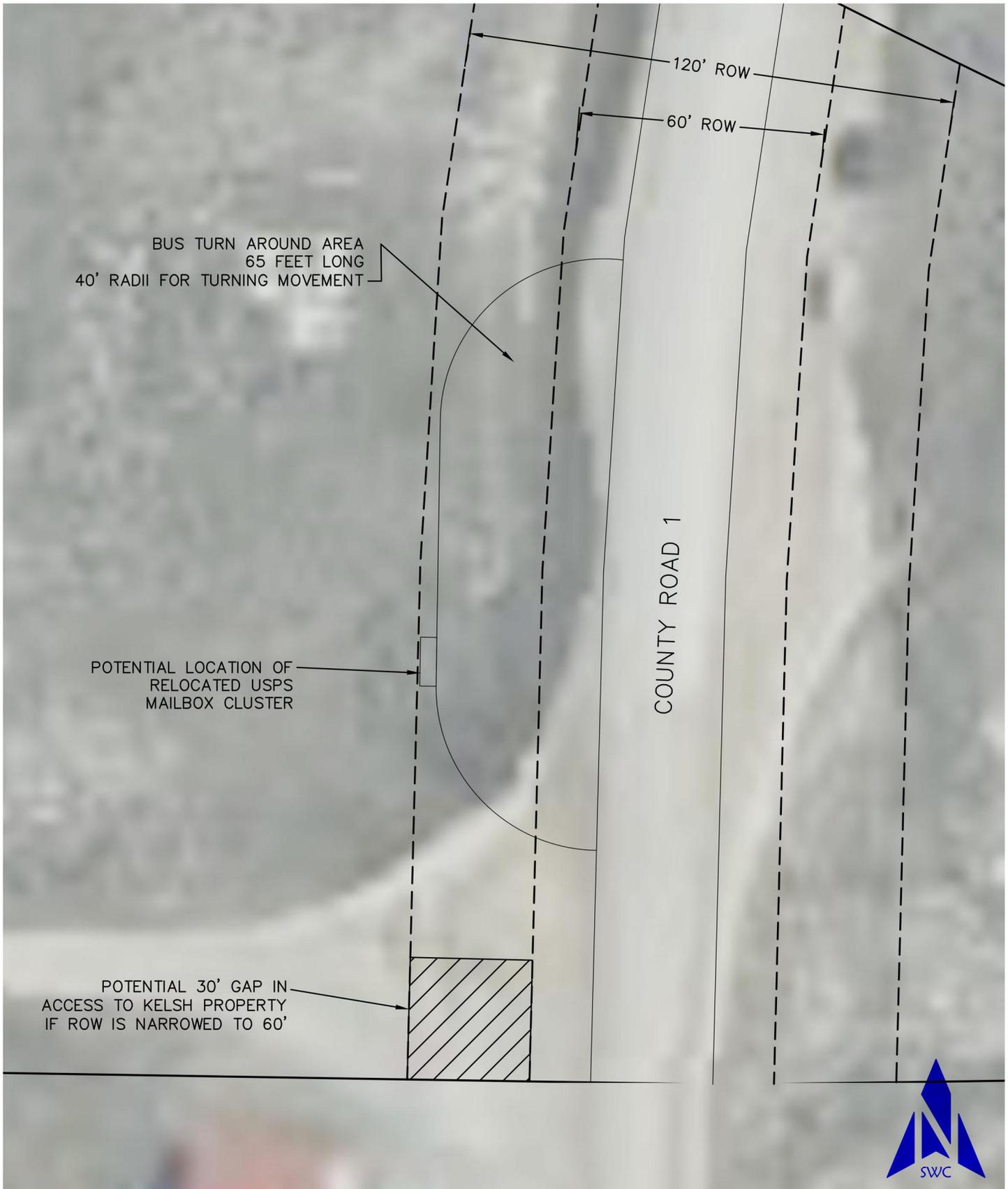
The area in question does provide access to Public Lands. Access will not change if the ROW is altered to 60' as the roadway remains intact and continues to the Uinta Mountains to the South.

### **CREATION OF LANDLOCKED PARCELS:**

The proposed alteration may create landlocked (limited access) parcels of private land. The only adjacent parcel with current access in question would be the Kelsh property to the west. While the Kelsh property has access onto Highway 414, approximately one-half mile to the west of the HWY414/CR1 intersection, they also have access to County Road 1 via the old highway that sits west of County Road 1 and was not quitclaimed in 1982. I was unable to find a recorded document that explicitly reserves this easement, but I do not have access to WYDOT's ROW records in Cheyenne. Evidence of this easement can be seen in a Quitclaim Deed from Sweetwater County to John A. Triplett that was recorded and filed in Book 731 Page 674 (attached as Exhibit 3). I will discuss this quitclaim deed further in the "Old Roadways" portion of this report. The question of access continuity would be raised due to the 30-foot gap created by narrowing down the 120' ROW to a 60' ROW. This gap is shown on the following page in Exhibit 2.

### **EXPENSE OF ROAD TO SWEETWATER COUNTY, WYOMING:**

The petition is requesting to narrow the road ROW. No additional expense is anticipated related to the maintenance of the roadway surfacing. Narrowing the ROW width may increase expenses to the County, depending on whether a dedicated bus turn-around area is constructed and if the USPS cluster are relocated. As discussed in the report, it is my opinion that a dedicated turnaround (cul-de-sac type) area would be beneficial to all users of the roadway, especially School Districts. It is suggested that an area be constructed regardless of the Commissioners' & Surface Owner's actions moving forward to better delineate the ROW for users of the roadway and prevent issues. One-time minor expenses to relocate existing signage to reside inside a narrowed ROW are anticipated. An exhibit showing a potential School Bus area combined with an area for the USPS Cluster is shown below as Exhibit 2.



X / X

Drawn By: XXX  
Checked By: XXX  
Date: XX/XX/XX  
Revised: XX/XX/XX

## EXHIBIT 2

### MAP OF PROPOSED BUS AND MAILBOX AREA

**SWEETWATER**  
C·O·U·N·T·Y

LAND USE & ENGINEERING  
DEPARTMENT

**LAND RECORD HISTORY:**

The parcel in question is currently owned by Jared L. Triplett as recorded in Book 1255 Page 3939 on January 30<sup>th</sup>, 2025. Jared obtained the property from John A. Triplett. John A. Triplett received the property from Roy & Hazel B. Polhamus in Book 418 Page 590 on March 15, 1969. The Polhamus' received the property from Melroy & Lucille Luke in Book 418 Page 589 on November 10<sup>th</sup>, 1966. The Luke's were deeded this property from the United States in 1923. The Luke's granted Sweetwater County easements on the property in 1949 and 1956. Those two easements are recorded in Book 224 Page 441 and Book 161 Page 85.

During the research of this parcel and the roadway, John Triplett desired to construct and operate a gas/service station on this parcel circa 1973. His correspondence with WYDOT, during the relocation of Highway 414, discussed this and the accesses to the triangle piece of ground.

**OLD ROADWAYS**

Before the current layout of Highway 414, this area looked different. The Burntfork-Manila Road ran east/west through the parcel in question. Evidence of this still exists today through the fences on the east and west side of County Road 1. WYDOT moved and built the current configuration of Highway 414 sometime around 1974. In 1982, the County quitclaimed any interest in the old road alignment to the East of County Road 1 to John A. Triplett. This was completed via Resolution E82-06-2 and recorded in Book 731 Page 674. It should be noted that they did not quitclaim anything West of County Road 1, even though it was owned by the same individual and shown on the exhibit filed with the Quitclaim Deed. The use of a quitclaim deed rather than a warranty deed on this action is interesting to me. I'm not sure that the County had any interest in the Old Highway ROW, but from the information I found, it may have been completed at the landowners' request. It is logical that the area West of County Road 1 was not quitclaimed to John A. Triplett as it is used as an access to the Kelsh property, and has been for several years. An image of the old highway ROW is below and a map of what was quitclaimed to John A. Triplett is attached to this report as Exhibit 3.



Image 3. Old Highway ROW east of CR1 near Section Line

### **UNITED STATES POSTAL OFFICE**

For several years, the Post Office in McKinnon was inside the McKinnon Store. For a short period of time, a USPS trailer was set up about 2 miles east of McKinnon to serve as the Post Office. The current configuration for USPS mail is a cluster box located inside the 120' wide right-of-way of County Road 1. The current configuration occurred around the year 1999. The Post Office permitted the location of the cluster boxes under Sweetwater County Permit number 99-095, to have them placed inside the County's ROW.

The narrowing of the 120-foot-wide ROW will necessitate that the mailbox clusters be relocated, as the USPS does not like them to be located on private property. Relocation of the mailbox cluster was discussed during the Conditional Use Permit for Jared Triplett's Recreational Campground. Its relocation was a condition of the approved CUP.

### **CONDITIONAL USE PERMIT**

Jared Triplett applied for a Conditional Use Permit (CUP) in March of 2025. This CUP was approved, with conditions, by the Board of County Commissioners via Resolution 25-5-ZO-01B. Conditions included that the County right-of-way shall not be encroached upon.

Included on the Recreational Campground site plan was a note that the USPS mailbox clusters would be moved once the site plan was approved.

The site plan also showed two access points onto County Road 1. One is a dedicated entrance and the other is a dedicated exit. The two access points were shown as being 20'

wide. The County Access Applications lists that driveways shall be located directly across from an existing driveway. The location of the dedicated entrance does not line up with the access on the west side of County Road 1 (Kelsch Access).

## **BUS TRAFFIC**

I met with Sweetwater County School District #2's Transportation Department to discuss their bus traffic in the area. They utilize the area in question for a bus stop. They stressed the importance of safety for the children and parents. Their concerns included safe locations for the parents to wait, vehicle parking, and all-weather surfacing for bus movements. During this conversation, the idea of a dedicated bus stop location came up. Having a dedicated area detached from the roadway for loading/unloading of buses and parents to wait for pickup was determined to have value from the Transportation Department of SWCSD#2.

The Daggett County School District runs a bus to the area, as well. I spoke with their Transportation Coordinator, and he stated it was a big stop for them. He had similar comments as SWCSD2 in the fact that some kids drive and others have their parents drop them off. They also use the wider ROW to turn around buses and to load/unload. He suggested that if narrowing the right-of-way does occur, an alternative site, such as the Weed and Pest Yard, should be identified to provide a safe location. Uinta County School District 6 runs a school bus to that area, but they do not utilize the area in question.

Due to the nature of Weed and Pest's business and the materials stored in their buildings, I do not feel that it would be appropriate to have additional traffic inside their property.

## **EXISTING UTILITIES WITHIN THE DEDICATED AREA:**

Currently, Union Telephone Company has lines within the public right of way that is proposed to be altered. As the County's easements are surface-related, Union Telephone should have its own easements for the underground lines in question. This is evident in Book 742, Page 1812, and in Book 1224, Page 3784.



Image 4 – Union Telephone line on the West side of CR1

Bridger Valley Electric (BVEA) has overhead lines in the area in question. These overhead lines appear to follow the old highway route and cross the County Road 1 ROW just north of the Section Line. Similar to Union Telephone, BVEA should have its own easements for its lines, as they are not related to the surface. I called BVEA to discuss this item and they are looking into their records. I assume that this line followed the old state highway and any agreements regarding it would date back to the early 1970s or before. A writ of prescription would be easily obtained by BVEA, if necessary, but narrowing the County Road ROW does not affect BVEA. BVEA's lines are shown on the 1974 WYDOT plans, which indicates they have been in place for at least 50 years.

**FUTURE DEVELOPMENT:**

The future development of the Triplett tract is discussed below as three separate areas, as the tract is segmented by existing roadways. All areas are zoned A-Agricultural. Reference Exhibit 1 for visual confirmation of the areas described below.

The area north of Highway 414 and east of County Road 1 that is not encumbered by roadway easements is roughly 1.8 acres. The land has steep slopes falling off to the northeast and directly towards a house owned by the Bergmeier's. If this area is developed, drainage should be evaluated at a high level to ensure the downstream property is not adversely affected. Access onto Highway 414 is unlikely due to the limited distance from the 414/CR1 intersection. Access onto CR1 is a possibility with  $\pm 450$  feet of roadway frontage, but a shared access point and easement through the Bergmeier's existing access would be a preferred option as it would minimize turning conflicts due to spacing concerns.

Plans have been made to develop the area south of Highway 414 and east of County Road 1. The Recreational Campground CUP approved by the Commissioners allows this, although conditions placed on the development still need to be addressed by the applicant.

The area south of Highway 414 and west of County Road 1 was known to have buildings on it until at least the mid-1970s. This is evident by remnants of a foundation still visible today. The access to that house was from the old State Highway to the South and not onto County Road 1 (as shown in WYDOT mapping from 1973). The 1949 easement may impede future development, but there is roughly 1.2 acres unencumbered. Also, the proposed access onto CR1, for the Recreational Campground, may affect future access points as well.

Development and Use of land can be impeded by new roadways. This is one reason why the Uniform Act of 1970 was enacted by Congress. The Uniform Act's purpose was not only to ensure state agencies paid land-owners for the acreage that was needed for a project, but also to account for any impediment to how they use their land. WYDOT would have followed that process when it relocated Highway 414 circa 1974 and obtained its ROW across John A. Triplett's land in 1973. This is evident by the letters that were provided to me by Jared Triplett, between John A. Triplett and WYDOT in the 1970s. Those letters discuss the ROW needed for WYDOT, payment, and other relevant items. The plan at that time was to develop a service station while keeping the dwelling on the property. When looking at this property area you can see that the new location of Highway 414 dissected it. The reason that I bring up the Uniform Act is to illustrate that WYDOT would have compensated John A. Triplett for cutting through the property.

**VIEWER'S RECOMMENDATION:**

It is the Viewer's opinion that the right-of-way for the roadway should not be altered to a width of 60 feet. A ROW of 60' is very narrow to have all of the current and potential uses occur in, while accommodating private and public convenience.

I see three options for this ROW and I've made an exhibits to show them. The first is to alter the existing ROW to be 60 feet wide, with the condition that the surface owner deed the County a 100' wide easement, in which the bus turn-around can be constructed. This is shown in Exhibit 4. If the Surface Owner was willing to provide this easement, it is my opinion that the ROW could be narrowed to 60 feet and still serve all interested parties. The second is to alter the existing ROW to be 90 feet wide, 60 feet being on the west side of County Road 1 and 30' being on the east side of County Road 1. This is shown in Exhibit 5. The third option would be to leave the ROW as is, until the Surface Owner has addressed all of the conditions placed on the Conditional Use Permit. Exhibit 4 and Exhibit 5 both address the following items.

- Creates a dedicated area for the School Districts to safely complete their operations.
- Creates a dedicated area for the surface owner to relocate the USPS clusterbox to, as that was a part of their development plan approved in the Conditional Use Permit.

Therefore, it is my recommendation that the ROW should be altered to a width of 90 feet as outlined in Exhibit 5.

If the alteration of the right of way is approved, a Partial Easement Relinquishment with survey map exhibits, of the altered portions of right of way shall be provided by the Petitioner for consideration by the Commissioners and recorded with the County Clerk, along with a new easement and survey map.

DATED 21st day of January, 2026.

By: Andy Hooten

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS that the County of Sweetwater, State of Wyoming, acting by and through its Board of County Commissioners, Grantor, for \$1.00 and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, conveys and quitclaims to John A. Triplett, a single person, Box 4166 APO, New York, N.Y., Grantee, all its right, title, and interest in a parcel of land located in the SW/4 SW/4 of Section 8, T.12N., R.111W. of the 6th P.M., and more particularly described as follows:

Beginning at a point on the south line of said Section 8 which is also the point of intersection with the East right-of-way line of County Road 4-1 whence the southwest corner of said Section 8 bears N.89°54'W. a distance of 60 feet;

thence N.0°03'E. along said east right-of-way line for a distance of 33 feet;

thence S.89°54'E. for a distance of 352.5 feet to a point on the east line of that tract of land conveyed to John A. Triplett by Roy and Hazel B. Polhamus on March 15, 1969 and recorded in Book 418, Page 590;

thence S.0°03'W. along said east line of said Triplett tract for a distance of 33 feet to a point on the south line of said Section 8;

thence N.89°54'W. along said south line of Section 8 for a distance of 352.5 feet to the point of beginning.

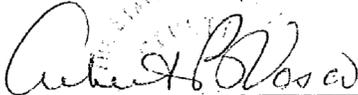
Said tract, containing 0.267 acres, more or less, is shown on the accompanying map marked "Exhibit A".

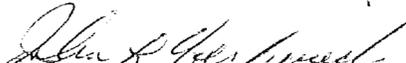
TO HAVE AND TO HOLD the said premises unto said John A. Triplett, his heirs and assigns, to his and his own proper use and behoof forever. So that neither the County of Sweetwater, acting by or through its Board of County Commissioners, nor any other person in its behalf or either of our names or behalf shall or will hereafter claim or demand any right or title to the premises or any part thereof but they and everyone of them shall by these presents be excluded and forever barred.

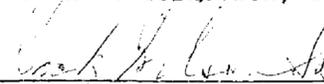
IN WITNESS WHEREOF, we have hereunto set our hands and seals this 2ND day of JUNE, A.D. 1982.

ATTEST

BOARD OF COUNTY COMMISSIONERS  
COUNTY OF SWEETWATER

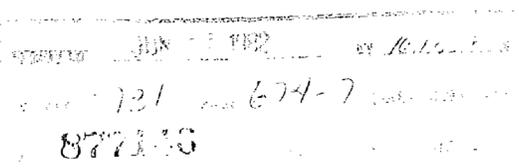
  
\_\_\_\_\_  
Albert B. Vesco  
County Clerk

By   
\_\_\_\_\_  
John L. Yerkovich, Chairman

  
\_\_\_\_\_  
Jack Wilson, Sr., Member

  
\_\_\_\_\_  
Fred Radosevich, Member





0875

STATE OF WYOMING )  
 ) ss  
COUNTY OF SWEETWATER )

EXHIBIT 3  
page 2 of 4

The foregoing instrument was acknowledged before me by John L. Yerkovich, Chairman, and Jack Wilson, Sr. and Fred Radosevich, Members of the Board of County Commissioners, on this 1st day of June, A.D. 1982.

  
Chief Deputy Clerk

My term expires 1-1-83



T.12 N., R.111 W.

0876

EXHIBIT 3  
page 3 of 4



M.R. Wilde & Sons  
503-31

Sweetwater County  
224-441

John A. Triplett  
418-590

Melroy Luke, et ux  
161-36

John A. Triplett  
418-590

WYO. Hwy Comm.  
533-237

John A. Triplett  
418-590

M.R. Wilde & Sons  
503-31

Donald D. Stevens  
726-420

Smith Co.  
102-279

Smith Co.  
102-279

Area Quitclaimed  
(0.267 Ac.)

COUNTY ROAD RIGHT-OF-WAY QUITCLAIMED  
TO  
JOHN A. TRIPLETT

SW SW SEC. 8, T.12 N., R.111 W. - SWEETWATER COUNTY, WYO.

EXHIBIT 3  
page 4 of 4

RESOLUTION NO. E82-06-2

WHEREAS Wyoming Highway 414 has been constructed through the land now owned by John A. Triplett in the SW/4 SW/4 of Section 8, T.12N., R.111W., and

WHEREAS the original County road located on said Triplett land has been abandoned as a result of the new highway, and

WHEREAS the right-of-way for said original County road, therefore, no longer serves any useful purpose for the County,

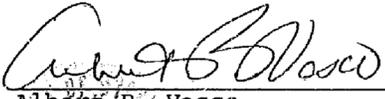
NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners relinquish and quitclaim to said John A. Triplett that part of the original County road right-of-way located on said Triplett land, and

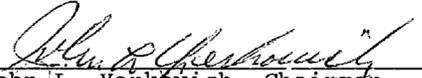
THEREFORE BE IT FURTHER RESOLVED that the Board of County Commissioners authorize the County Engineer to prepare the deeds, maps, and other necessary documents to relinquish and quitclaim the aforesaid original County road right-of-way.

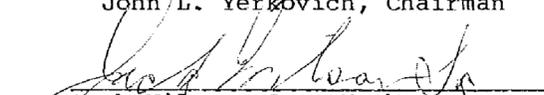
DATED this 2ND day of JUNE, A.D. 1982.

ATTEST

BOARD OF COUNTY COMMISSIONERS  
COUNTY OF SWEETWATER

  
Albert B. Vesco  
County Clerk

By   
John L. Yerkovich, Chairman

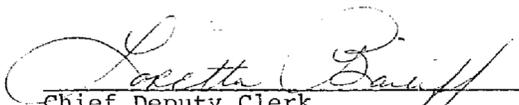
  
Jack Wilson, Sr., Member

  
Fred Radosevich, Member



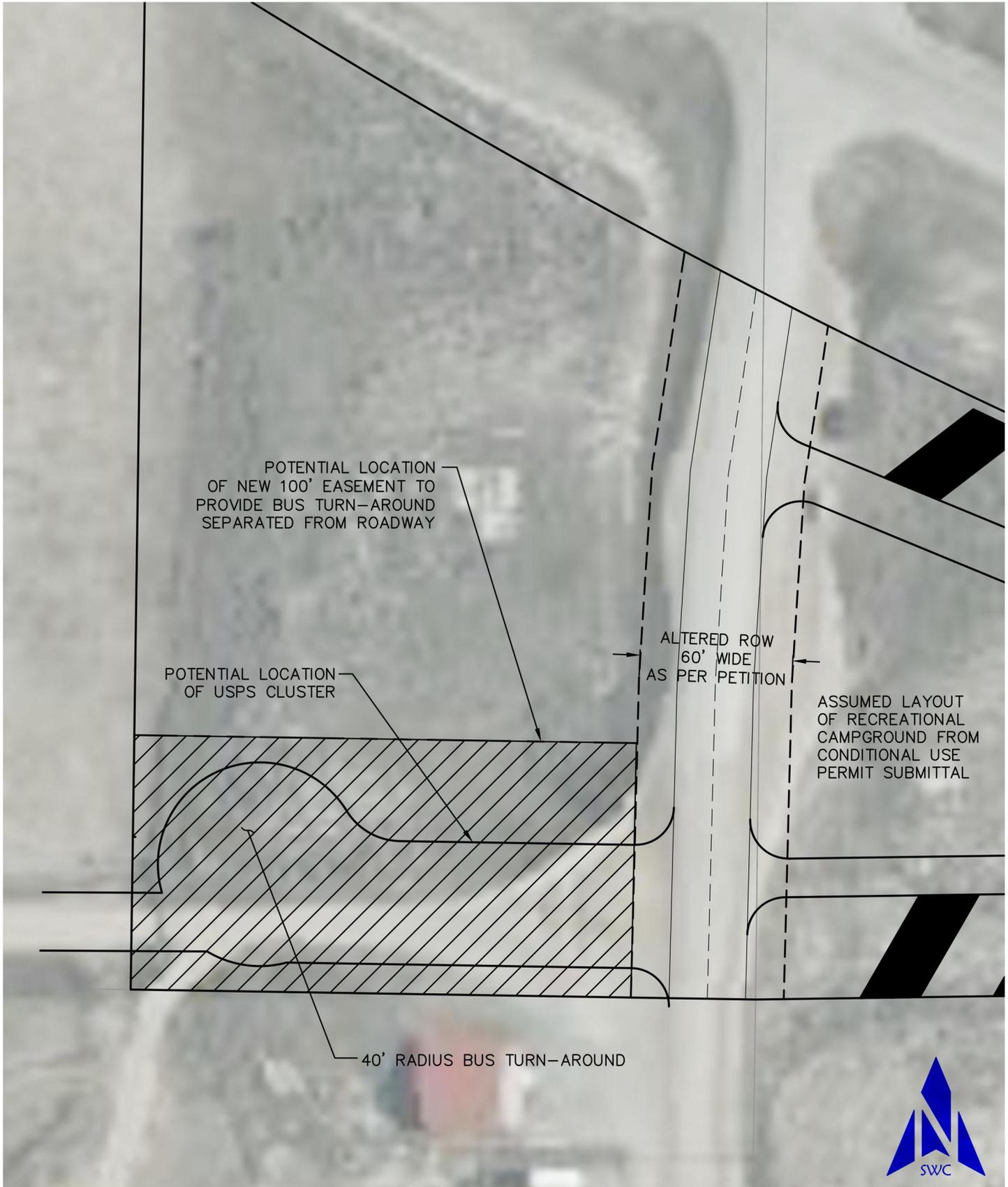
STATE OF WYOMING )  
 ) ss  
COUNTY OF SWEETWATER )

The foregoing instrument was acknowledged before me by John L. Yerkovich, Chairman, and Jack Wilson, Sr. and Fred Radosevich, Members of the Board of County Commissioners, on this 1st day of June, A.D. 1982.

  
Loretha Davis  
Chief Deputy Clerk

My term expires 1-1-83





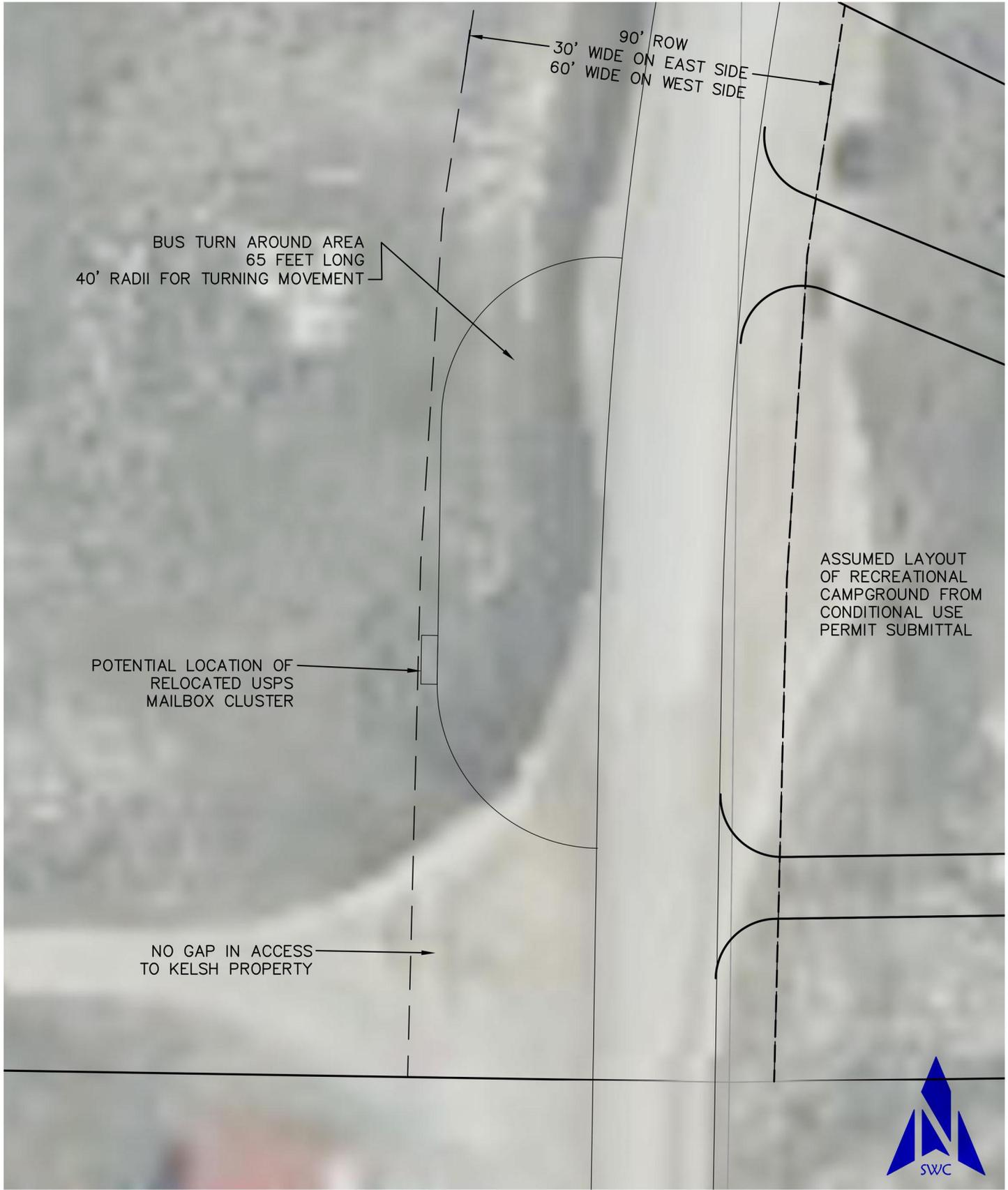
X / X

Drawn By: XXX  
 Checked By: XXX  
 Date: XX/XX/XX  
 Revised: XX/XX/XX

**EXHIBIT 4**  
**MAP OF PROPOSED ROW & EASEMENT**

**SWEETWATER**  
 C·O·U·N·T·Y

LAND USE & ENGINEERING  
 DEPARTMENT



X / X

Drawn By: XXX  
 Checked By: XXX  
 Date: XX/XX/XX  
 Revised: XX/XX/XX

**EXHIBIT 5**  
 MAP OF PARTIAL ROW ALTERATION  
 90' WIDE ROW

**SWEETWATER**  
 C·O·U·N·T·Y

LAND USE & ENGINEERING  
 DEPARTMENT

# Exhibit 6 Page 1 of 4

Received County Clerk

## COUNTY ROAD PETITION

SEP 12 2025

### To the Board of County Commissioners: Sweetwater County Wyoming.

The undersigned ask that a County highway, commencing at;

The South Section corner common to said Sections 7 and 8,

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Township 12 North, Range 111 West of 6th Principal Meridian, Wyoming, and running thence;

Running thence N 0°06'56" W, 100.90 feet along the Section line common to said Sections to the Point of Curvature  
of a curve concave to the East and having a radius of 954.93 feet; thence Northerly 171.31 feet along the arc of said  
curve, through a central angle of 10°16'44", the long chord of which bears N 5°10'26" E, 171.08 feet,

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and terminating at;

to the Southerly right-of-way line of Wyoming State Highway 414.

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Choose one of the options below:

Be Established,

Be Altered,

Be Vacated,

Said road to be 60' wide.

Representative Contact  
Name (Print)

Address

Phone #

Email

Jared Triplett

HCR65 Route 749, McKinnon, Wyoming, 82938

1(801)318-4079

jaredt18@gmail.com

Respectfully submitted,

Name (Print)	Signature	Physical Address	Mailing Address	From Proposed Road (Miles)	Approx. Distance
Joseph Wilkinson	<i>Joseph Wilkinson</i>	2896 County Road 4-1	McKinnon, WY 82935		1 mile
Marion Wilkinson	<i>Marion Wilkinson</i>	2894 County Road 4-1	HCR65 Box <del>2937</del> 82938		1 mile
Kerri Wilkinson	<i>Kerri Wilkinson</i>	2894 County Rd. 4-1	HCR65. Box 2937. 82938		1 mi
Mark Triplett	<i>Mark Triplett</i>	2881 County Rd 4-1	HCR65 Box 749 82938		1 1/4 mi
Conchita Triplett	<i>Conchita Triplett</i>	2881 County RD 4-1	HCR65 Box 749 82938		1 1/4 mi

Exhibit 6  
Page 2 of 4



Map Search Print Layout

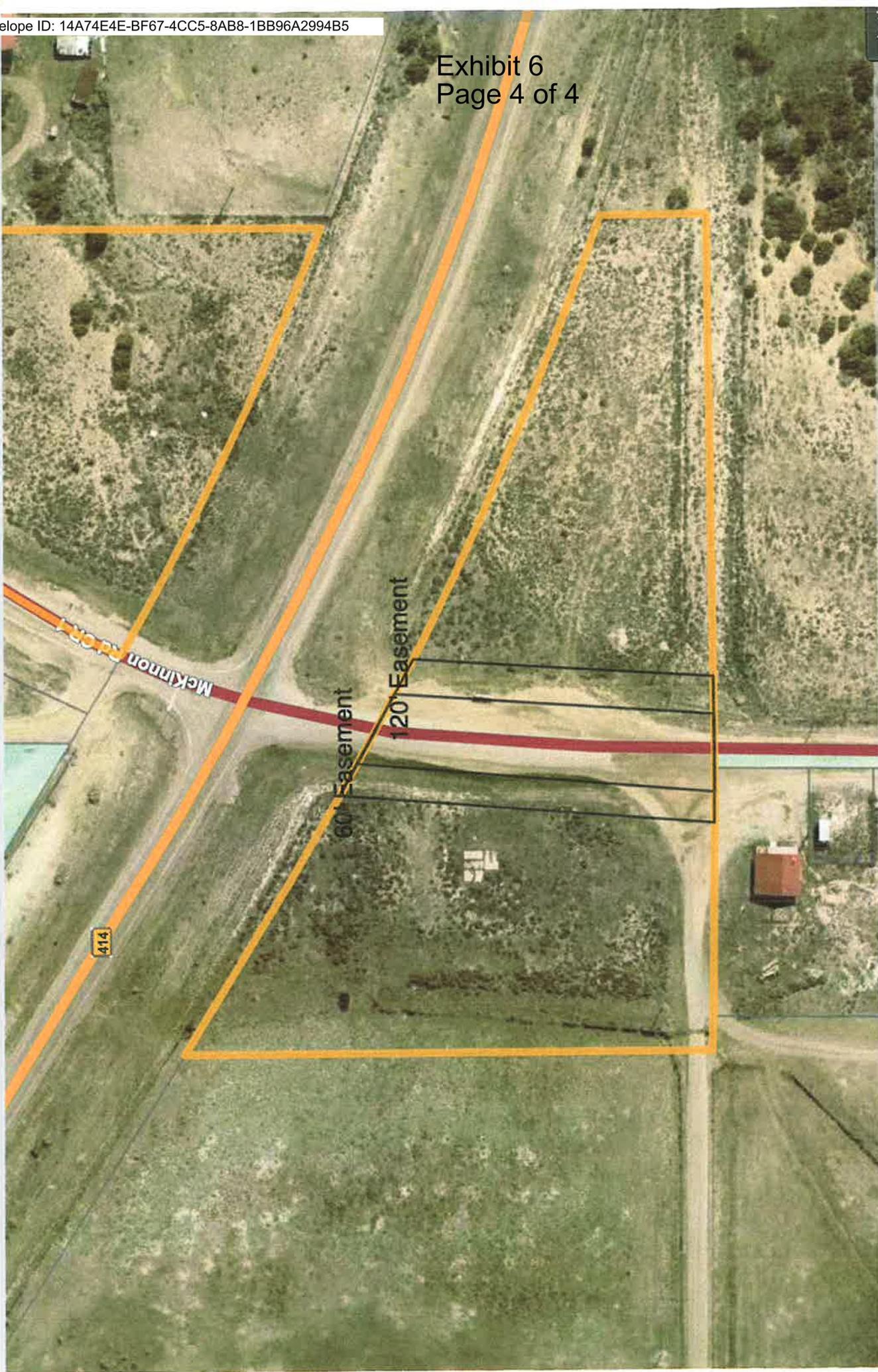
Search...

Tools

Jump To

414

Mckinnon



Scale 1" = 111'

NAD83 UTM Zone 12  
X: 587257 Y: 4542466

Lon: -109° 57' 43.3" Lat: 41° 01' 43.4"  
Lon: -109.96204° Lat: 41.02873°

100 ft

170



### MEETING REQUEST FORM

<b>Meeting Date Requested:</b> February 3, 2026	<b>Contact Phone and E-mail:</b> 307.872.3920 <a href="mailto:legerskig@sweetwatercountywy.gov">legerskig@sweetwatercountywy.gov</a>
<b>Presenters Name, Title and Name of Organization:</b> Gene Legerski, PE Director of Public Works	<b>Exact Wording for Agenda:</b> 11:15- Resolution for Notice of Intent to Alter County Road 1 ROW
<b>Preference of Placement on Agenda &amp; Amount of Time Requested for Presentation:</b> place directly after the Viewer's Report 15 minutes	<b>Will there be handouts? (If yes, include with meeting request form)</b> Yes
<b>Will handouts require SIGNATURES?</b> Yes <b>SHOULD THE ITEM BE MARKED CONFIDENTIAL?</b> No	If you are submitting a Resolution or Proclamation, please forward in Word format to: <a href="mailto:shoemakers@sweetwatercountywy.gov">shoemakers@sweetwatercountywy.gov</a>
<b>Additional Information:</b>	
<b>Attachments:</b> <a href="#">Resolution Intent to Alter County Road 1 ROW.pdf</a> <a href="#">Right of Way Notice of Intent to Alter.pdf</a> <a href="#">CR 1 ROW ALTERATION MAP WITH AERIAL.pdf</a>	

#### INSTRUCTIONS:

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80 West Flaming Gorge Way

Meeting Room #115

Green River, Wyoming

[Resolution Intent to Alter County Road 1 ROW.pdf](#)

[Right of Way Notice of Intent to Alter.pdf](#)

[CR 1 ROW ALTERATION MAP WITH AERIAL.pdf](#)

**RESOLUTION NO. 26-02-EN-01**

**RESOLUTION FOR NOTICE OF INTENT TO ALTER  
A PUBLICLY DEDICATED ROADWAY**

**WHEREAS**, a petition asking to alter a county highway pursuant to W.S. § 24-3-101(b)(i) was duly filed with the Sweetwater County Clerk on September 12<sup>th</sup>, 2025;

**WHEREAS**, a Viewer was appointed pursuant to W.S. § 24-3-103 through W.S. § 24-3-106 via Resolution 25-10-EN-01 which was passed by the Sweetwater County Board of County Commissioners (BOCC) on October 7<sup>th</sup>, 2025;

**WHEREAS**, the Viewer's written report was presented to the BOCC, said report recommended the roadway reviewed may be altered.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SWEETWATER COUNTY, STATE OF WYOMING, THAT:**

1. That based on the foregoing, the BOCC by its own motion hereby initiates the proceedings to alter publicly dedicated rights of way.
2. The BOCC does hereby intend to alter a publicly dedicated roadway width by narrowing the right of way from 120 feet to 90 feet (60 feet westerly of centerline and 30 feet easterly of centerline), more particularly described as follows:

COMMENCING AT SOUTH SECTION CORNER COMMON TO SECTIONS 7 AND 8, T12N R111W 6<sup>TH</sup> PRINCIPAL MERIDIAN;

RUNNING THENCE N 0°06'56" W, 100.90 FEET ALONG THE SECTION LINE COMMON TO SAID SECTIONS TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST AND HAVING A RADIUS OF 954.93 FEET;

THENCE NORTHLY 171.31 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°16'44", THE LONG CHORD OF WHICH BEARS N 5°10'26" E, 171.08 FEET;

AND TERMINATING AT THE SOUTHERLY RIGHT-OF-WAY LINE OF WYOMING STATE HIGHWAY 414;

3. The County Clerk shall send copies of the *Notice of Intent to Alter a Publicly Dedicated Roadway*, by registered mail to all parties having an interest in the land over which the public right of way is proposed to be vacated and required by Wyoming Statute W.S. § 24-3-110.

4. The County Clerk shall publish the *Notice of Intent to Alter a Publicly Dedicated Roadway* by posting on the County’s official website in the manner provided in 18-3-516 (f) and by publication for two (2) successive weeks in the designated official newspaper of the County.
  
5. Pursuant to W.S. § 24-3-111, the BOCC does hereby set the time and date of noon on the 6<sup>th</sup> day of March, 2024, for which all objections to the vacation and claims for damages by reason thereof, shall be filed with the County Clerk,

PASSED, APPROVED, AND ADOPTED THIS \_\_\_\_\_ day of February, 2026.

THE BOARD OF COUNTY COMMISSIONERS  
OF SWEETWATER COUNTY, WYOMING

\_\_\_\_\_  
Keaton D. West, Chairman

\_\_\_\_\_  
Taylor C. Jones, Member

\_\_\_\_\_  
Island Richards, Member

\_\_\_\_\_  
Robert D. Slaughter, Member

\_\_\_\_\_  
Mary E. Thoman, Member

ATTEST:

\_\_\_\_\_  
Cynthia L. Swenson, Sweetwater County Clerk

NOTICE OF INTENT TO ALTER  
A PUBLICLY DEDICATED ROADWAY

To all whom it may concern:

The Sweetwater County Board of County Commissioners has resolved to alter a portion of a publically dedicated roadway within Sweetwater County, Wyoming. Said portion of roadway to be altered more particularly described as follows:

COMMENCING AT SOUTH SECTION CORNER COMMON TO SECTIONS 7 AND 8, T12N R111W 6<sup>TH</sup> PRINCIPAL MERIDIAN;

RUNNING THENCE N 0°06'56" W, 100.90 FEET ALONG THE SECTION LINE COMMON TO SAID SECTIONS TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST AND HAVING A RADIUS OF 954.93 FEET;

THENCE NORTHLY 171.31 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°16'44", THE LONG CHORD OF WHICH BEARS N 5°10'26" E, 171.08 FEET;

AND TERMINATING AT THE SOUTHERLY RIGHT-OF-WAY LINE OF WYOMING STATE HIGHWAY 414;

Alteration shall be by narrowing the existing right-of-way from 120' feet wide to 90 feet wide (60 feet westerly of the centerline and 30 feet easterly of the centerline).

All objections thereto or claims for damages by reason thereof must be filed in writing with the County Clerk of Sweetwater County before noon on the 6<sup>th</sup> day of March, 2026 or such public rights-of-way shall be altered without reference to such objections.

Cynthia L. Swenson  
Sweetwater County Clerk  
February 5, 2026

Publication Dates: February 12, 19 & 26, 2026

# EXHIBIT A

Weed and Pest

Point of Termination

McKinnon Store

Point of Commencement

200 ft

- ∧ Tax Parcel
- 2023 Aerial Photography (high res)
- Forest Service Roads
- BLM Roads
- County Road
- State Highway
- U.S. Highway
- I-80
- Railroad



## Sweetwater County Wyoming MapServer

Sweetwater County provides this map for illustrative purposes only and assumes no liability for actions taken by users based on information shown. printed 9/29/2025



### MEETING REQUEST FORM

<b>Meeting Date Requested:</b> February 3, 2026	<b>Contact Phone and E-mail:</b> 307-872-3921, <a href="mailto:legerskig@sweetwatercountywy.gov">legerskig@sweetwatercountywy.gov</a>
<b>Presenters Name, Title and Name of Organization:</b> Gene Legerski, Public Works Director	<b>Exact Wording for Agenda:</b> 11:30- Resolution #26-02-EN-01 CR#87 Upper Superior Road
<b>Preference of Placement on Agenda &amp; Amount of Time Requested for Presentation:</b> 5 min	<b>Will there be handouts? (If yes, include with meeting request form)</b> Yes
<b>Will handouts require SIGNATURES?</b> Yes <b>SHOULD THE ITEM BE MARKED CONFIDENTIAL?</b> No	If you are submitting a Resolution or Proclamation, please forward in Word format to: <a href="mailto:shoemakers@sweetwatercountywy.gov">shoemakers@sweetwatercountywy.gov</a>
<b>Additional Information:</b>	
<b>Attachments:</b> <a href="#">Resolution 26-02-EN-01 CR#87 Upper Superior Road SWCO to Town of Superior Entire Road.pdf</a> <a href="#">QUITCLAIM DEED SWCO to Town of Superior-Entire ROW.pdf</a>	

#### INSTRUCTIONS:

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Meeting Room #115

Green River, Wyoming

[Resolution 26-02-EN-01 CR#87 Upper Superior Road SWCO to Town of Superior Entire Road.pdf](#)  
[QUITCLAIM DEED SWCO to Town of Superior-Entire ROW.pdf](#)

**RESOLUTION 26-02-EN-01  
CR#87 UPPER SUPERIOR ROAD**

WHEREAS, CR#87 Upper Superior Road has been recognized and maintained by Sweetwater County for numerous years and includes a road right-of-way from the Town of Superior's current municipal incorporation boundary located in the NW1/4 of Section 28 T21N R102W and extends northwesterly into the E1/2E1/2 Section 19 T21N R102W.

WHEREAS, Rachel McIntosh did give Sweetwater County 2.0 acres more or less of land per Warranty Deed as described in Book 126 Page 585, duly filed and recorded on May 5<sup>th</sup>, 1938. This land is located within Section 20 T21N R102W.

WHEREAS, the Transportation Commission of Wyoming did give to Sweetwater County by Corrective Quitclaim Deed duly filed and recorded in Book 1105 Page 1543 on October 19<sup>th</sup>, 2007, those portions of land as described in Sections 20, 28, and 29, T21N R102W, and those portions of land as described in Section 19 and 20 also known as Project AFE 1911 Unit I.

WHEREAS, the Town of Superior did give Sweetwater County by Quitclaim Deed duly filed and recorded in Book 1254 Page 5505 on November 8<sup>th</sup>, 2024, those portions of lands as described in Section 20 T21N R102W.

WHEREAS, Rock Springs Fuel Company did give Sweetwater County by Quitclaim Deed duly filed and recorded in Book 1254 Page 5502 on November 8<sup>th</sup>, 2024, those portions of lands as described in Section 20 T21N R102W.

WHEREAS, the Town of Superior, Wyoming, has desired to take over all of the rights, including all maintenance responsibilities, to said road.

NOW THEREFORE, BE IT RESOLVED that the Board of Sweetwater County Commissioners does hereby relinquish any interests in the entirety of CR#87 Upper Superior Road, as described in the recorded documents referenced above, to the Town of Superior.

Dated this \_\_\_\_ day of February 2026.

THE BOARD OF COUNTY COMMISSIONERS  
OF SWEETWATER COUNTY, WYOMING

\_\_\_\_\_  
Keaton D. West, Chairman

\_\_\_\_\_  
Taylor C. Jones, Member

\_\_\_\_\_  
Island Richards, Member

ATTEST:

\_\_\_\_\_  
Robert D. Slaughter, Member

\_\_\_\_\_  
Cynthia L. Swenson, County Clerk

\_\_\_\_\_  
Mary E. Thoman, Member

# **QUITCLAIM DEED**

THIS DEED made this \_\_\_\_\_ day of February, 2026 between the COUNTY OF SWEETWATER, STATE OF WYOMING, Grantor, and the TOWN OF SUPERIOR, STATE OF WYOMING, Grantee

WHEREAS, the Grantor, in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration to Grantor in hand paid by the Grantee, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, and sell to the Grantee (and their successors and assigns,) all that certain parcel of land located in Sweetwater County, State of Wyoming, further described as follows:

**PARCEL 1:**

That certain portion of land given to Sweetwater County by Rachel McIntosh by Warranty Deed located within Section 20 T21N R102W and more particularly described in the Warranty Deed duly filed and recorded on May 5<sup>th</sup>, 1938, in Book 126 Page 585 and having 2.0 acres more or less;

**PARCEL 2:**

That certain portion of land given to Sweetwater County by the Transportation Commission of Wyoming by Corrective Quitclaim Deed located with Sections 20, 28, and 29, T21N R102W and Sections 19 and 20 T21N, R102W and more particularly described in the Warranty Deed duly filed and recorded on October 19<sup>th</sup>, 2007 in Book 1105 Page 1543, also known as Project AFE 1911 Unit I, and having a total of 17.0 acres more or less;

**PARCEL 3:**

That certain portion of land given to Sweetwater County by the Town of Superior by Quitclaim Deed located within Section 20 T21N R102W and more particularly described in the Quitclaim Deed duly filed and recorded on November 8<sup>th</sup>, 2024 in Book 1254 Page 5505.

**PARCEL 4:**

That certain portion of land given to Sweetwater County by Rock Springs Fuel Company by Quitclaim Deed located in Sections 20 T21N R102W and more particularly described in the Quitclaim Deed duly filed and recorded on November 8<sup>th</sup>, 2024 in Book 1254 Page 5502.

It is expressly understood that the property as described may have been impaired by subsurface mining operations and that the quitclaiming of said property is upon the condition that the Grantor shall not be liable for any damages resulting therefrom.

Grantor conveys and quitclaims to the grantee all of the estate, right, title, interest, property, claim demand whatsoever, in law as in equity, and any and all after-acquired title of grantor, in or to the above-described premises and every part and parcel thereof, with the appurtenances, tenements and hereditaments thereunto belong.

IT WITNESS WHEREOF, the Grantor has executed this conveyance and the Grantee has accepted this conveyance, the day and year first written above.

GRANTOR, COUNTY OF SWEETWATER, STATE OF WYOMING

BY: \_\_\_\_\_  
Keaton D. West, Chairman  
Board of County Commissioners

ATTEST: \_\_\_\_\_  
Cynthia L. Swenson, County Clerk

GRANTEE, TOWN OF SUPERIOR, STATE OF WYOMING

BY: \_\_\_\_\_  
Dominic Wolf, Mayor

ATTEST: \_\_\_\_\_  
Anita Vaughn, Town Clerk



**MEETING REQUEST FORM**

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<b>Presenters Name, Title and Name of Organization:</b> Gene Legerski, Public Works Director	<b>Exact Wording for Agenda:</b> 11:35- Resolution 26-02-EN-02 Street Lights Upper Camp Reliance
<b>Preference of Placement on Agenda &amp; Amount of Time Requested for Presentation:</b> 5 min	<b>Will there be handouts? (If yes, include with meeting request form)</b> Yes
<b>Will handouts require SIGNATURES?</b> Yes <b>SHOULD THE ITEM BE MARKED CONFIDENTIAL?</b> No	If you are submitting a Resolution or Proclamation, please forward in Word format to: <a href="mailto:shoemakers@sweetwatercountywy.gov">shoemakers@sweetwatercountywy.gov</a>
<b>Additional Information:</b> We are still working on the exact language for the Reliance Street Light Agreement. This will be finalized in the next few days and the correct copy will be presented to the BOCC with any changes highlighted from the agreement presented here.	
<b>Attachments:</b> <a href="#">Resolution 26-02-EN-02 Street Lights Upper Camp Reliance.pdf</a> <a href="#">Reliance Streetlight Agreement 012126.doc</a> <a href="#">Ex A - Reliance 1966 Contract.pdf</a>	

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Meeting Room #115

Green River, Wyoming

[Resolution 26-02-EN-02 Street Lights Upper Camp Reliance.pdf](#)

[Reliance Streetlight Agreement 012126.doc](#)

[Ex A - Reliance 1966 Contract.pdf](#)

**RESOLUTION 26-02-EN-02  
STREET LIGHTS RELIANCE (UPPER CAMP)**

WHEREAS, RELIANCE, SWEETWATER COUNTY, WYOMING, as depicted in the “MAP OF RELIANCE” in the Book of Plats of Sweetwater County, Wyoming Plat #40, has been recognized as an unincorporated portion of Sweetwater County, Wyoming, for over 70 years.

WHEREAS, this unincorporated portion of Sweetwater County, Wyoming, is also known as the Upper Camp of Reliance.

WHEREAS, on May 13<sup>th</sup>, 1966, Pacific Power and Light Company (PP&L) did contract with 102 residents in the Upper Camp of Reliance to provide them with a public water system and a street light system.

WHEREAS, at some point in the past, the City of Green River, Wyoming, the City of Rock Springs, Wyoming, and the Sweetwater County, State of Wyoming Joint Powers Water Board (JPWB) took over ownership of the public water system.

WHEREAS, the residents of the Upper Camp of Reliance started receiving water bills from the City of Rock Springs, which provides water service to the residents in this area via a service agreement with the JPWB.

WHEREAS, PP&L or its subsidiaries stopped billing the residents of the Upper Camp directly and started billing the Reliance Sewer District for the street light services.

WHEREAS, the North Sweetwater Water and Sewer District, aka Reliance Sewer District, has declined to pass on non-sewer-related bills to its customers.

WHEREAS, Sweetwater County has been approached by Rocky Mountain Power to take over the payment of the street light service.

WHEREAS, Sweetwater County, through the Board of County Commissioners, believes that the residents of the Upper Camp of Reliance warrant street light service to continue in this area.

WHEREAS, Rocky Mountain Power is willing to upgrade the street lights in this area to Light-Emitting Diode (LED) lights at no cost to Sweetwater County.

NOW THEREFORE, BE IT RESOLVED that the Board of Sweetwater County Commissioners does hereby accept the contract with Rocky Mountain Power, an unincorporated division of PacifiCorp, for street light services in the Reliance Upper Camp.

Dated this 3<sup>rd</sup> day of February 2026.

THE BOARD OF COUNTY COMMISSIONERS  
OF SWEETWATER COUNTY, WYOMING

\_\_\_\_\_  
Keaton D. West, Chairman

\_\_\_\_\_  
Taylor C. Jones, Member

\_\_\_\_\_  
Island Richards, Member

ATTEST:

\_\_\_\_\_  
Robert D. Slaughter, Member

\_\_\_\_\_  
Cynthia L. Swenson, County Clerk

\_\_\_\_\_  
Mary E. Thoman, Member

## **STREET LIGHTING AGREEMENT AND LICENSE**

This Street Lighting Agreement and License (the “Agreement”), and exhibit attached hereto, is entered into by and between ROCKY MOUNTAIN POWER, an unincorporated division of PACIFICORP, an Oregon corporation (“PacifiCorp”) and SWEETWATER COUNTY, State of Wyoming (“County”), each a “Party” and together the “Parties”.

### **RECITALS**

- A. PacifiCorp owns certain streetlights, as listed on Exhibit A, attached hereto (“Streelights”).
- B. The Streelights are located in the town of Reliance, Sweetwater County, Wyoming.
- C. PacifiCorp desires to maintain and operate the Streetlights.
- D. County desires to grant PacifiCorp a license for the Streetlights to remain in the public rights of way.
- E. County desires to be billed and responsible for payment of electricity for Streetlights.
- C. The Parties agree to the following terms and conditions:

### **TERMS AND CONDITIONS**

NOW, THEREFORE, in consideration of the mutual promises and covenants and other consideration, the receipt and sufficiency of which is hereby acknowledged and received, PacifiCorp and County agree as follows:

County agrees to pay for Streetlights and electrical service. PacifiCorp agrees to maintain and operate Streetlights at those locations listed and described on Exhibit A and under the terms and conditions of Scheule 51 or any effective superseding schedule filed with the Wyoming Public Service Commission. County will be billed in accordance with PacifiCorp’s regularly filed rate. PacifiCorp’s responsibilities and obligations, with respect to the operation and maintenance of the street lighting service, shall be limited to those set forth in the applicable rate schedule of PacifiCorp’s Wyoming Tarriff. This Agreement shall be subject to the Company’s electric service regulations, copies of which are available on the Company’s website or available upon request.

County hereby grants PacifiCorp a nonexclusive license and permission to conduct operations in the County right-of-way for the purpose of constructing, operating, maintaining, and repairing Streetlights in compliance with all terms and conditions of this Agreement.

To the fullest extent permitted by law, each of the parties hereto waive any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

PacifiCorp shall release, indemnify, and hold harmless the Board of Sweetwater County Commissioners and their officers, agents, employees, successors, and assigns from any cause of action, claims, or demands arising out of PacifiCorp’s performance under this contract. PacifiCorp shall not be obligated to indemnify, defend or hold the County harmless to the extent any claim, demand or lien arises out of or in connection with any negligent or willful act or failure to act of the County, the Board of Sweetwater County, or any of its officers or employees.

The County of Sweetwater and their representatives do not waive governmental immunity by entering into this Agreement and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyoming Statute 1-39-104(a) and all other State laws.

IN WITNESS WHEREOF, the Parties to this Agreement have executed this Agreement in duplicate on the last date indicated below.

**PACIFICORP,**  
an Oregon corporation  
Attn: Street Lighting  
1407 W. North Temple St.  
Salt Lake City, UT 84114

**SWEETWATER COUNTY,**  
**WYOMING**  
80 West Flaming Gorge Way  
Green River, WY 82935

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

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

## Exhibit A

	<b>Location</b>	<b>Pole #</b>	<b>Light Type</b>	<b>Watts</b>
<b>1</b>	1421 Main Street	311602	LED	22
<b>2</b>	1012 3rd Street	369640	LED	22
<b>3</b>	1324 Main Street	310602	LED	22
<b>4</b>	1229 South Street	369518	LED	22
<b>5</b>	1465 Main Street	313604	LED	22
<b>6</b>	1124 North Street	368513	LED	22
<b>7</b>	1225 County Road 42	369521	LED	22
<b>8</b>	1213 South Street	369519	LED	22
<b>9</b>	1448 Main Street	312604	LED	22
<b>10</b>	1237 Main Street	369520	LED	22
<b>11</b>	1436 Main Street	312602	LED	22
<b>12</b>	1220 North Street	368514	LED	22
<b>13</b>	1477 Main Street	313602	LED	22
<b>14</b>	1213 Main Street	368504	LED	22
<b>15</b>	1405 County Road 42	311600	LED	22
<b>16</b>	1104 North Street	367510	LED	22
<b>17</b>	1303 Main Street	369502	LED	22
<b>18</b>	1109 Reliance Road	368515	LED	22
<b>19</b>	1101 Main Street	367511	LED	22
<b>20</b>	1125 Main Street	367505	LED	22
<b>21</b>	1512 Main Street	314600	LED	22

This Agreement made and entered into this 13<sup>th</sup> day of May, 1966, by and between the undersigned residents of the unincorporated community of Reliance, Wyoming, hereinafter designated as "Customers", and PACIFIC POWER & LIGHT COMPANY, hereinafter designated as "Company", WITNESSETH:

WHEREAS Company is presently furnishing street lighting and public fire protection service within the Community of Reliance, Wyoming, and

WHEREAS the Customers desire and Company is willing to replace the existing incandescent street-lighting system in the Community of Reliance with a mercury-vapor street-lighting system and continue to furnish street-lighting and fire protection service in accordance with the terms and provisions hereof;

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. Company shall furnish and Customers shall take and pay for water and street-lighting service, in accordance with the following terms and provisions, for an initial term of one year from the date hereof, and the furnishing and taking of said water and street-lighting service shall in like manner be thereafter continued unless terminated by written notice given by either party to the other not less than thirty days prior to the termination date specified in said notice.

2. Company shall, as soon as practicable after the date hereof, provide street lighting service by means of nineteen vertical-type 7,000-lumen mercury-vapor street lights installed on wood poles and served by overhead circuits at locations approximately as shown on Exhibit A, attached hereto and incorporated herein by this reference. Said street lights shall be furnished, installed, owned, operated and maintained by Company.

3. In addition to the furnishing of street-lighting service hereunder, Company shall continue to furnish and Customers shall continue to take and pay for water service for fire protection purposes by means of the fire hydrants presently

E 2191  
E 3157

installed and owned by Company at locations approximately as shown on said Exhibit A.

4. Company shall furnish and Customers shall take and pay for said water and street-lighting service in accordance with Company's rate schedules applicable thereto as regularly filed with the Public Service Commission of the State of Wyoming.

5. In consideration of the benefits accruing to them, each of the undersigned Customers hereby jointly and severally undertakes and agrees to pay all charges made by Company hereunder; it is expressly understood, however, that the individual liability of each of the undersigned shall not exceed the sum of \$12.00 in any period of twelve consecutive months during the life of this agreement.

6. Company's obligation to furnish said service shall continue only as long as total revenues received for such service equal Customers obligations under Section 4 hereinabove.

7. All provisions hereof shall, with respect to the service to be furnished hereunder, supersede any conflicting provisions of any other agreement presently in force between the parties hereto.

8. This contract and all of the terms and provisions hereof shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto, respectively.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed in duplicate as of the day and year first above written.

PACIFIC POWER & LIGHT COMPANY

By *A. [Signature]*  
Division Manager

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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1007

Street Lighting and Fire Protection Service Agreement  
Community of Reliance, Wyoming

	CUSTOMER'S NAME	CUSTOMER'S ADDRESS
	<u>Cheryl Daniels</u>	<u>Reliance # 87</u>
2	<u>Donald Clark</u>	<u>Reliance # 86</u>
3	<u>Martin Baker</u>	<u>Reliance # 81</u>
4	<u>Mrs. F. J. Wood</u>	<u>Reliance # 82</u>
5	<u>W. Lynn Robinson</u>	<u>Reliance # 86</u>
6	<u>Fred Krontay</u>	<u>Reliance 95</u>
7	<u>Ernest Grove</u>	<u>Reliance # 101</u>
8	<u>W. Bridgewater</u>	<u>Reliance 121</u>
9	<u>Dean W. Martin</u>	<u>Reliance 122</u>
10	<u>Eloise Perry</u>	<u>Reliance 9</u>
11	<u>Fred Luvick</u>	<u>Reliance 7</u>
12	<u>Bessie Sartorius</u>	<u>Reliance 79</u>
13	<u>Wm. E. Smith</u>	<u>Reliance 101</u>
14	<u>Clara Luvick</u>	<u>Reliance 100</u>
15	<u>Wm. Myrick</u>	<u>Reliance 93</u>
16	<u>John Wilson</u>	<u>Reliance 112</u>
17	<u>Ann Young</u>	<u>Reliance 10</u>
18	<u>Harold Madson</u>	<u>Reliance 91</u>
19	<u>J. E. May</u>	<u>Reliance 85</u>
20	<u>George A. Gutierrez</u>	<u>Reliance 96</u>
21	<u>Robert Horn</u>	<u>Reliance 99</u>
22	<u>Hubert Barber</u>	<u>Reliance 116</u>
23	<u>Samuel C. Jackson</u>	<u>Reliance 114</u>
24	<u>James Jones</u>	<u>Reliance 109</u>
25	<u>Clay Wood</u>	<u>Reliance 131</u>
26	<u>Lawrence Hammond</u>	<u>Reliance 132</u>

Street Lighting and Fire Protection Service Agreement  
Community of Reliance, Wyoming

CUSTOMER'S NAME	CUSTOMER'S ADDRESS
Mrs. Charles J. Price	House 107
Mike Busko	House 106
Tom Maestas	House 105
Thos. E. Hartwell	House 103
Mrs. Charles M. Emerson	House 136
Mrs. Roid Matoy	House 145
Mrs. Richard Harris	House 144
Mrs. Mable Baxter	" 149
Tom Seaman	<del>141</del> 141
James D. Thomas	* 139
Bill Lucera	House 138
Alex Spence	House 127
Fred White	House 69
John Jones	House 97
Donald H. White	House 69 1/2
Joe Pinner	House 135
Wm. R. Gibbs	House 136
Mrs. S. M. Peppinger	House 118
Louis J. Curville	House 77
Tom Hood	House 137
Mrs. Hal Luce	House 74
Jack White	House 72
Tom Hood	House 70
Anna Cavatini	House 66
Mr. Jack A. Hill	House 64
Mrs. Virginia Morrison	House 63

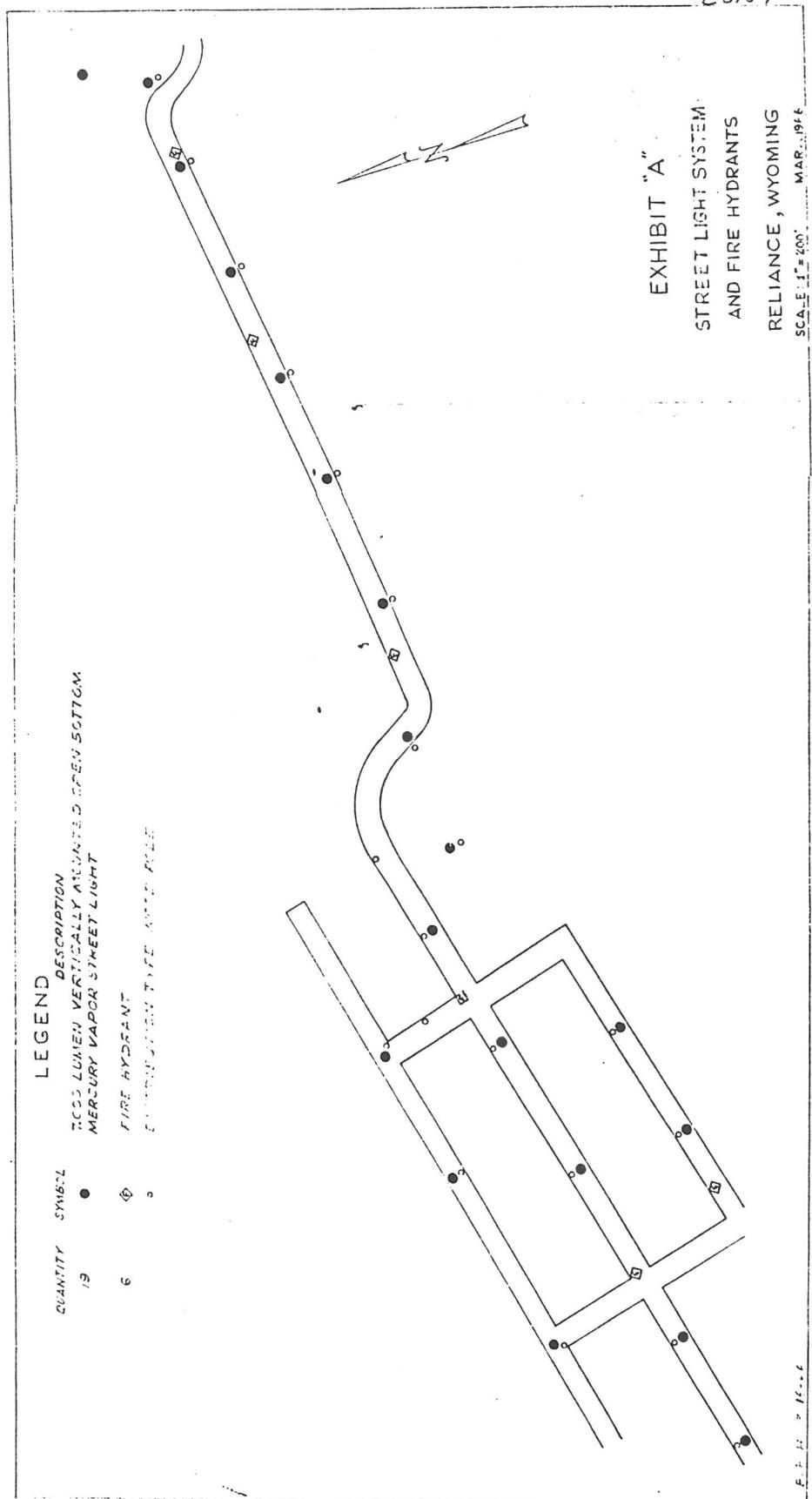
Street Lighting and Fire Protection Service Agreement  
Community of Reliance, Wyoming

CUSTOMER'S NAME	CUSTOMER'S ADDRESS
Carole K. Line	House 11
Frank Wagner	House 54 Reliance
Sam Sanchez	House 52
Herrin Bell	House 50 Reliance
Ray Hunt	House 48 Reliance
Mike Hutch	House 44 Reliance
Harold Allenhall	House 46 Reliance
G. Palmer	House 36
Thomas Tucker	House 34
Orlando Prieda	House 37
Ben Baker	House 41
Shanda Bacskay	House 43
Mrs Sam Taly	House 47
Ervin Hutchinson	House 45
John Meeks	H " 49
George Flew	55
Pat Burns	" 57
Carol M. Ellis	House 61
Mrs Harold Scott	House 65
Wm. J. Thomas	House 67
Mrs. Robert Hardin	House 71
Walter Shandy	House 73
Creston Spence	# 75
Mr. & Mrs. Koparuk	# 124
Mrs. & Mrs. George Cat	" 130
Mrs. Manuel Tocco	

Street Lighting and Fire Protection Service Agreement  
Community of Reliance, Wyoming

CUSTOMER'S NAME	CUSTOMER'S ADDRESS
George Brown	# 115
Fred Verguillo	House 1208
Frank Smith	House 113
H.L. Dalton	House 99A
Harry Smith	House 83
P. H. Knepp	House 120
B. Hertz	House 68
<del>Edna</del>	House # 58A
Robert Wheeler	House 58
Henry Walters	House 104
James Weatherington	House 80
Frank D. Wall	House 101
Samuel Jackson	House 63
Robert Hill	11 60
James Suetto	" 94
August Subic	House #126
<del>John Sargent</del>	<del>House #</del>
John Brown	House #102
Lynnan G. Welch	House #92
Leola J. Paul	House 134
Walter Jones	House 40
School District No. 4	Grammar School
U.W.G. Com. College Dist.	College

E 3157



LEGEND

QUANTITY	SYMBOL	DESCRIPTION
19	●	1000 LUMEN VERTICALLY MOUNTED GREEN BOTTOM MERCURY VAPOR STREET LIGHT
6	⊕	FIRE HYDRANT
	○	EXHIBITION TYPE AUTO RIDE

EXHIBIT "A"  
 STREET LIGHT SYSTEM  
 AND FIRE HYDRANTS  
 RELIANCE, WYOMING  
 SCALE: 1" = 400' MAR., 1966

RELIANCE STREET LIGHTING

12/02/93

Eff 7/1/96 Rate Inc.

21 LIGHTS 7000 MERCURY VAPOR VERTICAL 76 KWH EA TOTAL 1596KWH

.93/each

\$6.03 PER LAMP 139 customers billed at .91 school billed @ .14

POLE # LOCATION

314600	1500 MAIN	-replaced w/100 watt APSV 14/23/07 w/o 5095412
313602	1477 MAIN	
313604	1465 MAIN	
312604	1448 MAIN	-replaced w/100 watt APSV 8/10/07 w/o 5065016
312602	1433 MAIN	-replaced w/100 watt HPSU 7/22/13 w/o 5799841
311602	1421 MAIN	
311600	1404 MAIN	
310602	X FROM RELIANCE SCHOOL MAIN ST	
369502	1309 MAIN	
369520	MAIN & 3RD	
369521	1229 MAIN	
368504	1207 MAIN	
368515	2ND & MAIN	
367505	1121 MAIN	
367511	1ST & MAIN	
367510	NORTH & 1ST	
368513	NORTH & 2ND	
368514	1216 NORTH	
369640	NORTH & 3RD	
369518	1229 SOUTH	
369519	1209 SOUTH	





CDBU P51265 578 21 0251350 3 D 4 EXCEPT : BL  
 JUAN MARTINEZ 10/11/94 42 68 COMMENTS: P1 C  
 \*1217 1/2 MAIN ST 0 0000..... PEND ACT:  
 RELIANCE WY 82943 #BU: 01/01 SPEC CON:  
 12/04/95 13:16 \* \* \* \* BILLING/USAGE INFORMATION \* \* \* \* PG TO PG 1 LAST  
 BILL # : 56 SCH/CL: 053 4 FRAN CD: 22 AT BILLING / ARS TOT:  
 C/RES: 7343 ENERGY: GNGGNU CNTY CD: 37 CURRENT: 3.14  
 TOU/MAG: BK/TRL: FRAN EX: TOTAL: 3.14  
 CD/POLE: OH 999999999999 TAX EX: SINCE BILLING/NET TRANS: 3.14-  
 C/B PROC DT: 101494 TOTAL DUE: .00

S	MO	USE	PFTYP	STS	DATE	METER	NO	MULT	DATE	SREAD	ERead	USAGE	DYS	BILLED	AMT
*	11	111	KWH		1293	FLAT RTE		1	1128				33		.00 U
*	10	111	KWH			FLAT RTE		1	1026				29		.00 U

.....  
 111 FIXED USE 10  
 111 FIXED AMOUNT .91  
 1 JCM UC 11/17 11/17 3 12 111  
 1 TR 2200A TO REMOVE METER 11/2/95



**MEETING REQUEST FORM**

<b>Meeting Date Requested:</b> February 3, 2026	<b>Contact Phone and E-mail:</b> 307-872-3921, legerskig@sweetwatercountywy.gov
<b>Presenters Name, Title and Name of Organization:</b> Gene Legerski, Public Works Director	<b>Exact Wording for Agenda:</b> 11:40- Certificate of Eligibility for the Land Patent located in T18N R105W, Sec 18, Lot 7, NE1/4SW1/4, and NW1/4SE1/4 aka the Justice Center Complex
<b>Preference of Placement on Agenda &amp; Amount of Time Requested for Presentation:</b> 5 min	<b>Will there be handouts? (If yes, include with meeting request form)</b> Yes
<b>Will handouts require SIGNATURES?</b> Yes <b>SHOULD THE ITEM BE MARKED CONFIDENTIAL?</b> No	If you are submitting a Resolution or Proclamation, please forward in Word format to: shoemakers@sweetwatercountywy.gov
<b>Additional Information:</b>	
<b>Attachments:</b> <a href="#">WYW138016 SWEETWATER COUNTY CERTIFICATE OF ELIGIBILITY.pdf</a>	

**INSTRUCTIONS:**

- All requests to be added to the agenda, along with handouts and original documents to be signed, must be submitted in writing on the “Meeting Request Form” by Tuesday at 10:00 a.m. prior to the scheduled meeting and returned in person or electronically to Administrative Assistant Sally Shoemaker at: [shoemakers@sweetwatercountywy.gov](mailto:shoemakers@sweetwatercountywy.gov)  
**\*\*If your handout is not accompanied with the request, your request may be dismissed and you may reschedule for the next meeting provided the handout(s) are received.\*\***
- If you are presenting a **Resolution or Proclamation**, it must be submitted in Word Format and emailed to: [shoemakers@sweetwatercountywy.gov](mailto:shoemakers@sweetwatercountywy.gov)
- As always, if you are unable to attend the meeting after being placed onto an agenda, please send a representative in your place or your item may be rescheduled.

- In order to determine placement on the agenda, please review the county website [sweetwatercountywy.gov](http://sweetwatercountywy.gov) on Thursday afternoon by clicking “Commissioner's Agenda”.
- If a request to be placed on an agenda is received **AFTER** the deadline, you will be considered for the next meeting date.

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

[WYW138016 SWEETWATER COUNTY CERTIFICATE OF ELIGIBILITY.pdf](#)

**CERTIFICATE OF ELIGIBILITY**

Legal Description or Parcel No. of parcels for conveyance:

**Sixth Principal Meridian, Wyoming**

T. 18 N., R. 105 W.,

sec. 18, lot 7. NE1/4SW1/4, and NW1/4SE1/4.

*Note: Individuals taking title together should check "Individual" box and each sign below*

**INDIVIDUAL** ( ) I certify under 43 CFR 2711.2 that I am a citizen of the United States, 18 years of age or older and under 43 CFR 20.401 am not an employee of the U.S. Department of the Interior.

**PARTNERSHIP** ( ) I certify under 43 CFR 2711.2 that I am qualified as specified above for an individual. In addition, I certify that I am duly authorized by the partnership to bind the partnership to a bid for purchase of the real estate identified above, or that all members necessary to legally bind the partnership have signed below to bind the partnership to a bid for the real estate identified above. I (we) certify that the partnership is legally capable of conveying and holding lands or interests therein.

**CORPORATION** ( ) I certify under 43 CFR 2711.2 that the corporation named below is organized under and subject to the laws of the United States or any state thereof. In addition, I certify that I am duly authorized by the corporation to bid for purchase of the real estate lands or interest therein

**GOVERNMENT** ( ) I certify under 43 CFR 2711.2 that the local government entity named below is organized under and subject to the laws of the United States or any state thereof. In addition, I certify that I am duly authorized by Sweetwater County to bid for purchase of the real estate lands or interest therein.

_____ Print Name of Individual, Corporation or Government Name	_____ Signature	_____ Date
_____ Print Name of Individual, Corporation or Government Name	_____ Signature	_____ Date
_____	_____	_____

\_\_\_\_\_  
Print Name of Individual, Corporation or  
Government Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Send Patent to this address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Point of Contact:

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Phone Number

Information requested on this form is done so in accordance with The Privacy Act of 1974 (5 U.S.C. § 552A) as amended, for the purpose of certifying your eligibility of conveying and holding lands or interests therein under the laws of Wyoming.



**MEETING REQUEST FORM**

<b>Meeting Date Requested:</b> February 3, 2026	<b>Contact Phone and E-mail:</b> Melissa Wray-Marchetti; mwraymar@swcounseling.org; 307-352-6677
<b>Presenters Name, Title and Name of Organization:</b> Melissa Wray-Marchetti, Interim Director and CFO for Southwest Counseling Service	<b>Exact Wording for Agenda:</b> 11:45- Southwest Counseling Service FY27 State Grant Application
<b>Preference of Placement on Agenda &amp; Amount of Time Requested for Presentation:</b> No preference on placement, anytime on the agenda, and 5 minutes to present.	<b>Will there be handouts? (If yes, include with meeting request form)</b> Yes
<b>Will handouts require SIGNATURES?</b> No <b>SHOULD THE ITEM BE MARKED CONFIDENTIAL?</b> No	If you are submitting a Resolution or Proclamation, please forward in Word format to: shoemakers@sweetwatercountywy.gov
<b>Additional Information:</b> This is to provide the BOCC with information regarding the FY27 State Grant application for funding. This also serves to update the board on meeting the outlined requirements of the Budget Agreement between SCS and the BOCC of looking at use of the funds for services in Sweetwater County.	
<b>Attachments:</b> <a href="#">Southwest Counseling Service - FY27 MH and SUD Treatment Services Application.pdf</a>	

**INSTRUCTIONS:**

- All requests to be added to the agenda, along with handouts and original documents to be signed, must be submitted in writing on the “Meeting Request Form” by Tuesday at 10:00 a.m. prior to the scheduled meeting and returned in person or electronically to Administrative Assistant Sally Shoemaker at: [shoemakers@sweetwatercountywy.gov](mailto:shoemakers@sweetwatercountywy.gov)  
***\*\*If your handout is not accompanied with the request, your request may be dismissed and you may reschedule for the next meeting provided the handout(s) are received.\*\****

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Meeting Room #115

Green River, Wyoming

[Southwest Counseling Service - FY27 MH and SUD Treatment Services Application.pdf](#)

Wyoming Department of Health  
Behavioral Health Division (Division)

Outpatient and Residential Mental Health (MH) and Substance Use Disorder (SUD) Treatment  
Services  
And Quality of Life (QOL) Supports

Funding Application  
State Fiscal Year 2027

Organization Southwest Counseling Services

This application includes nine (9) sections to be completed.

Unless an attachment is requested, please type directly into the section.

1. Type of Application
2. Applicant Information
3. Board of Directors
4. Organization Administration
5. Facility Information
6. Partnerships and Collaborations
7. Service Delivery Plan
8. Attachment Checklist
9. Assurances and Signatures

**SECTION 1: Type of Application**

Please indicate which services your organization will be providing by checking the applicable box(es) below, followed by the county(ies) where the services will be provided:

- MH Outpatient in Sweetwater County(ies)
- SUD Outpatient in Sweetwater County(ies)
- MH Residential in Sweetwater & Uinta County(ies)
- SUD Residential in Sweetwater County(ies)

**SECTION 2: Applicant Information**

Applicant's Legal Business Name: Southwest Counseling Services

Business Office (physical address): 1124 College Drive, Rock Springs, Wyoming 82901

Business Office (mailing address if different): 2300 Foothill Blvd., Rock Springs, WY 82901

Applicant Contact Person and Title: Melissa Wray-Marchetti MBA, Interim Director, CFO

Phone Number of Contact Person: 307-352-6677

E-Mail Address of Contact Person: mwrapmar@swcounseling.org

Name of Contract Signatory (board president or other member of the governing board authorized to sign the contract): Kayleen Logan

Title of Contract Signatory: Board Chairperson

Additional Signatories (e.g., County Commissioner, CEO, President, etc.; please include name(s) and title(s)):  
Board of County Commissioners Chair, Keaton West

Please provide the name and qualifications of the director or administrator of the organization.

Name: Melissa Wray-Marchetti

Qualifications: MBA and 20 years of experience as the CFO for SCS

Federal Employment ID #: 83-0205729

Unique Entity Identification (UEI) Number: XVMQMBWMKSQ8

### SECTION 3: Board of Directors

1. Please provide the name and email address of all officers on the Board of Directors.  
Add additional lines as necessary.

Name of Officer	Email Address
Kayleen Logan	<a href="mailto:logank@sweetwatercountywy.gov">logank@sweetwatercountywy.gov</a>
Raven Beattie	<a href="mailto:beattier@sweetwatercountywy.gov">beattier@sweetwatercountywy.gov</a>
Kristy Kauppi	<a href="mailto:kauppik@sweetwatercountywy.gov">kauppik@sweetwatercountywy.gov</a>
Kori Rossetti	<a href="mailto:rossettik@sweetwatercountywy.gov">rossettik@sweetwatercountywy.gov</a>
Margene Chew	<a href="mailto:chewm@sweetwatercountywy.gov">chewm@sweetwatercountywy.gov</a>
Gregory Orton	<a href="mailto:ortong@sweetwatercountywy.gov">ortong@sweetwatercountywy.gov</a>
Barbara Sowada	<a href="mailto:sowandab@sweetwatercountywy.gov">sowandab@sweetwatercountywy.gov</a>
Ex-officio - Commissioner Island Richards	<a href="mailto:richardsi@sweetwatercountywy.gov">richardsi@sweetwatercountywy.gov</a>

### SECTION 4: Organization Administration

1. Using the format below, list ALL staff positions who provide services reported to the Division.  
This list should include the director, and all staff whose salaries, whether partial or full, are paid through this funding. Include all vacant positions. If staff is part-time, indicate the portion of that time in the FTE column. Add additional lines as necessary. THE CHART MUST BE LISTED BY INDIVIDUAL POSITION, NOT CATEGORIES OF STAFF OR GROUPS. LIKEWISE, THE SALARY LISTED MUST BE INDIVIDUALIZED - DO NOT PROVIDE SALARY RANGES. (Wyo. Stat. Ann. §18-3-516(e) "Any nonprofit corporation which receives at least twenty-five percent (25%) of its total annual budget from county funds, state funds or both in combination shall annually submit a list of all full-time positions employed by the corporation and the wages and salaries paid each position, without the name of the employee, to the commission, board, council or agency from which the funds are received.")

<b>Position Title</b>	<b>Primary Job</b>	<b>Credentials/Degree</b>	<b>Annual Salary and Benefits</b>	<b>FTE</b>	<b>Is Position Filled or Vacant?</b>	<b>Location (which office)</b>
Treatment support team	Support		32,193.34	0.60	Filled	Washakie
Clinician	Clinical	MA, LPC	109,485.19	1.00	Filled	College Drive
Clinician	Clinical	MSW, PCSW	78,535.50	1.00	Filled	Foothill
Treatment support team	Support		17,992.60	0.40	Filled	White Mountain
Manager	Clinical	MA, LPC	187,527.00	1.00	Filled	College Drive
Treatment support team	Support		51,259.88	1.00	Filled	Century
Provisional Clinician	Clinical	MA, PAT, CAP	76,428.94	1.00	Filled	Foothill
HR Specialist	Administrative		80,536.19	1.00	Filled	Foothill
Clinical Supervisor	Clinical	MSW, LCSW	122,138.97	1.00	Filled	Foothill
Treatment support team	Support		46,417.52	1.00	Filled	White Mountain
Treatment support team	Support		44,047.32	1.00	Filled	Century
Case Manager	Case Management	BS	65,223.63	1.00	Filled	College Drive
Peer Specialist	Peer Support		69,110.70	1.00	Filled	Foothill
Network Administrator	IT		146,778.51	1.00	Filled	College Drive
Treatment support team	Support		49,321.57	1.00	Filled	Churchill
Program Operations Supervisor	Clinical		88,229.20	1.00	Filled	Foothill
Med Room Staff	Support		50,369.57	1.00	Filled	Foothill
Clinician	Clinical	MSW, LCSW	80,755.05	0.70	Filled	College Drive
Treatment support team	Support		45,027.23	1.00	Filled	Washakie
Case Manager	Case Management		68,752.43	1.00	Filled	Foothill
Treatment support team	Support		20,729.57	0.50	Filled	Century
A/R Clerk	Accounts Receivable		45,637.98	1.00	Filled	Foothill
Treatment support team	Support		29,003.06	0.70	Filled	Duran
Treatment support team	Support		54,198.35	1.00	Filled	White Mountain
Clinician	Clinical	MSW, PCSW	78,452.63	1.00	Filled	Ankeny
Treatment support team	Support		43,133.29	1.00	Filled	Century
A/R Clerk	Accounts Receivable		53,236.87	1.00	Filled	Foothill
Treatment support team	Support		46,183.70	1.00	Filled	Duran
Certified Social Worker	Clinical	BSW, CSW	72,586.53	1.00	Filled	Foothill
Treatment support team	Support		47,999.98	1.00	Filled	White Mountain
Treatment support team	Support		46,651.55	1.00	Filled	Continental
Certified Social Worker	Clinical	BSW, CSW	67,267.63	1.00	Filled	Foothill
Treatment support team	Support		48,203.31	1.00	Filled	Churchill
Case Manager	Case Management	BA	71,980.02	1.00	Filled	Ankeny
Treatment support team	Support		29,003.06	0.70	Filled	Century
Office Support Staff	Clerical		29,922.35	0.58	Filled	Foothill
Payroll/Benefits Specialist	Administrative		81,985.41	1.00	Filled	Foothill

Treatment support team	Support		41,542.84	1.00	Filled	Churchill
Prevention Specialist	Prevention	BS	49,266.87	1.00	Filled	Foothill
Office Support Staff	Clerical		41,479.44	1.00	Filled	Foothill
Treatment support team	Support		48,203.31	1.00	Filled	White Mountain
Case Manager Supervisor	Case Management	BA	85,914.49	1.00	Filled	Foothill
Treatment support team	Support		41,478.53	1.00	Filled	Sweetwater
Clinician	Clinical	MSW, PCSW	80,202.56	1.00	Filled	Foothill
Accounts Receivable Supervisor	Accounts Receivable		86,809.08	1.00	Filled	Foothill
Treatment support team	Support		42,501.25	1.00	Filled	White Mountain
Clinician	Clinical	MSW, PCSW	80,989.36	1.00	Filled	Foothill
Peer Specialist	Peer Support		48,133.08	1.00	Filled	Foothill
APRN	Medical	MS, APRN, FNP-BC	207,431.00	1.00	Filled	Ankeny
Treatment support team	Support		44,820.99	1.00	Filled	Duran
Treatment support team	Support		44,497.87	0.60	Filled	Continental
Office Support Staff	Clerical		28,909.58	0.70	Filled	College Drive
Prevention Specialist	Prevention	BS	54,033.28	1.00	Filled	Foothill
Treatment support team	Support		43,732.26	1.00	Filled	Duran
Office Support Staff	Clerical		46,992.40	1.00	Filled	Ankeny
Office Support Staff	Clerical		43,966.55	1.00	Filled	College Drive
Office Support Staff	Clerical		42,544.21	1.00	Filled	Foothill
Treatment support team	Support		17,211.15	0.40	Filled	Churchill
Clinician	Clinical	MA, LAT	100,633.37	1.00	Filled	Foothill
Clinician	Clinical	MSW, LCSW	46,977.51	0.45	Filled	Foothill
Treatment support team	Support		51,484.65	1.00	Filled	Sweetwater
Treatment support team	Support		58,732.09	1.00	Filled	Century
Treatment support team	Support		20,729.57	0.50	Filled	White Mountain
Program Operations Supervisor	Clinical		80,856.10	1.00	Filled	Foothill
Clinician	Clinical	MA, PDC	80,697.32	1.00	Filled	College Drive
Case Manager	Case Management	BA	85,914.49	1.00	Filled	Foothill
Treatment support team	Support		41,478.73	1.00	Filled	Duran
Medical Assistant	Medical	C.N.A	51,673.76	1.00	Filled	Ankeny
Treatment support team	Support		42,640.96	1.00	Filled	Century
Avatar Specialist	IT		71,545.09	1.00	Filled	Foothill
Office Manager	Administrative		102,628.78	1.00	Filled	Foothill
Purchasing Clerk	Administrative		61,333.58	1.00	Filled	Foothill
Manager	Clinical	MS, LPC	147,528.83	1.00	Filled	Ankeny
Treatment support team	Support		45,734.60	1.00	Filled	Continental
Treatment support team	Support		23,632.90	0.55	Filled	Churchill
Treatment support team	Support		42,477.91	1.00	Filled	Washakie
Admissions Case Manager	Case Management	BSW	63,527.95	1.00	Filled	Foothill
Office Support Staff	Clerical		48,373.02	1.00	Filled	College Drive

Daycare Attendant	Support		54,406.20	1.00	Filled	Washakie
Office Support Staff	Clerical		50,953.41	1.00	Filled	Foothill
Case Manager	Case Management	BA	64,861.26	1.00	Filled	College Drive
Clinician	Clinical	MS, PPC	77,290.66	1.00	Filled	College Drive
Peer Specialist	Peer Support		47,175.94	1.00	Filled	Ankeny
Treatment support team	Support		48,203.31	1.00	Filled	Churchill
Office Support Staff	Clerical		43,594.17	1.00	Filled	College Drive
Case Manager	Case Management	BS	62,599.59	1.00	Filled	Foothill
A/P Clerk	Accounts Payable		53,167.46	1.00	Filled	Foothill
Treatment support team	Support		17,992.60	0.50	Filled	Sweetwater
Peer Specialist	Peer Support		50,184.35	1.00	Filled	Foothill
Non Degreed Case Manager	Case Management		57,061.35	1.00	Filled	Foothill
Case Manager	Case Management	BS	28,123.41	0.45	Filled	College Drive
Treatment support team	Support		43,731.72	1.00	Filled	Duran
Case Manager	Case Management	BS	64,593.46	1.00	Filled	Foothill
A/R Clerk	Accounts Receivable		62,767.91	1.00	Filled	Foothill
Residential Coordinator	Clinical		86,228.10	1.00	Filled	Ankeny
Clinician	Clinical	BSW, CSW	76,260.35	1.00	Filled	Ankeny
Case Manager	Case Management	BA	29,856.42	0.38	Filled	Foothill
Treatment support team	Support		50,016.32	1.00	Filled	Churchill
Med Room Staff	Support		52,192.92	1.00	Filled	Foothill
Treatment support team	Support		43,729.83	1.00	Filled	Duran
Clinician	Clinical	MS, LCSW	101,229.54	1.00	Filled	College Drive
Treatment support team	Support		45,887.00	1.00	Filled	Duran
Treatment support team	Support		46,346.75	1.00	Filled	Churchill
Office Support Staff	Clerical		23,636.85	0.55	Filled	Foothill
PC Support Specialist	IT		90,772.64	1.00	Filled	Foothill
Manager	Clinical	MSW, LCSW, ACSW	207,692.75	1.00	Filled	Foothill
Public Relations	Administrative		72,045.25	1.00	Filled	Foothill
Human Resource Manager	Administrative	BS	109,322.26	1.00	Filled	Foothill
Clinician	Clinical	MA, LPC, LAT	122,258.39	1.00	Filled	College Drive
Treatment support team	Support		48,053.26	1.00	Filled	Duran
Treatment support team	Support		42,491.30	1.00	Filled	White Mountain
Treatment support team	Support		45,875.16	1.00	Filled	Continental
Treatment support team	Support		45,804.98	1.00	Filled	Churchill
Office Support Staff	Clerical		54,089.22	1.00	Filled	College Drive
Case Manager	Case Management	BA	64,478.18	1.00	Filled	Foothill
Treatment support team	Support		44,006.33	1.00	Filled	Continental
Clinician	Clinical	MA, LPC	41,944.68	0.45	Filled	College Drive
Case Manager	Case Management	BS	64,670.86	1.00	Filled	Ankeny
Case Manager	Case Management	BS	63,842.12	1.00	Filled	Foothill

Treatment support team	Support		53,273.72	1.00	Filled	Churchill
Treatment support team	Support		42,419.23	1.00	Filled	Duran
Office Support Staff	Clerical		30,971.27	0.75	Filled	Foothill
Treatment support team	Support		48,050.91	1.00	Filled	Sweetwater
Treatment support team	Support		43,742.52	1.00	Filled	Washakie
Peer Specialist	Peer Support		63,440.75	1.00	Filled	Foothill
Treatment support team	Support		43,729.83	1.00	Filled	Washakie
Cook	Support		16,562.06	0.30	Filled	Ankeny
Treatment support team	Support		43,729.83	1.00	Filled	Duran
Treatment support team	Support		46,039.40	1.00	Filled	Continental
CFO/Interim Director	Administrative/Director	MBA	215,984.53	1.00	Filled	Foothill
Treatment support team	Support		42,419.23	1.00	Filled	Sweetwater
Manager	Clinical	MSW, LCSW	138,416.66	0.80	Filled	College Drive

**SECTION 5: Facility Information**

1. Provide the facility information requested below. Add additional lines as necessary.

Facility Name <u>AND</u> Name the Facility Is Often Referred As	Behavioral Health Management System (BHMS) Agency Code (for current contracted Behavioral Health Centers only)	Type of Facility (e.g., outpatient clinic, group home, American Society of Addiction Medicine (ASAM) level, etc.)	Address	Services Provided at This Location	Hours of Operation
SIP	016001	Mental Health Residential	Silver Ridge Apts.  Rock Springs, WY 82901	Required MH Regional: Long Term Group Home	24/7
Transitions	016002	Mental Health Residential	1901 Churchill Way  Rock Springs, WY 82901	Required MH Regional: Transitional Group Home	24/7
Sweetwater	016006 (Crisis Stabilization) and 100214 (Social Detoxification)	Mental Health Residential and SUD Detoxification	3310 Sweetwater Dr.  Rock Springs, WY 82901	Required MH and SUD Regional: Short Term Locus 4 & 5: SUD Detoxification	24/7
White Mountain	016013	Mental Health Residential	3416 White Mountain Blvd.  Rock Springs, WY 82901	Required MH Regional: Long Term Group Home	24/7

Century	100205	Substance Abuse Residential	2061 Century Blvd. Rock Springs, WY 82901	Required SUD Regional: Primary Residential	24/7
Duran	100205	Substance Abuse Residential	795 Duran Dr. Rock Springs, WY 82901	Required SUD Regional: Primary Residential	24/7
Washakie	100208	Substance Abuse Residential	158 Washakie Dr. Rock Springs, WY 82901	Required SUD Regional: Primary Residential- Pregnant Women or Women w/Children	24/7
Sober Living	100213	Substance Abuse Residential	Shadow Ridge Apts. Rock Springs, WY 82901	Required SUD Regional: Transitional Housing	24/7
Chillicothe	100200	Substance Abuse Residential (Predominantly MH/Some SUD)	1104 Chillicothe Dr. Rock Springs, WY 82901	Required SUD Regional: MH and all required and optional SUD outpatient	24/7 8pm T: 8am-6:30pm W: 8am-8pm Th: 8am-6:30pm F: 8am-5pm

Foothill	900202, 016000	Outpatient and Residential Treatment (Predominantly SUD/Some MH)	2300 Foothill Blvd. Rock Springs, WY 82901	All required and optional SUD and all required and optional MH outpatient	M: 8am-8:30pm T: 8am-6:30pm W: 8am-8:30pm Th: 8am-6:30pm F: 8am-7:30pm
Ankeny Way	016000, 900202	Outpatient Services: Primary Health Clinic	2706 Ankeny Way Rock Springs, WY 82901	All required and Optional MH	M-Th: 8am-5pm F: 8am-12pm

**SECTION 6: Partnerships and Collaborations**

1. In the format below, please describe your organization’s relationship with other community partners (e.g., child welfare, primary care, criminal justice, and courts). Who are your primary partners, and on what topics do you collaborate? Please provide the date when agreements will be received by the Division. In section 1.8 of this application, please attach copies of the current formal written agreements your agency has with partners. If awarded, prior to any payment being issued, a current formal written agreement with the following entities **in each county served** must be approved and on file with the Wyoming Department of Health, Behavioral Health Division:
- a. Law Enforcement
  - b. Schools
  - c. Hospitals
  - d. Jails (county jails or detention centers)
  - e. Ambulance Services
  - f. Wyoming Lifeline (988)
  - g. Central Wyoming Counseling Center (988)

Partner	County	Brief Description of Topics of Collaboration	Does Your Agency Have a Formal Written Agreement With This Partner? (Yes/No)	If No, Please Provide an Approximate Date When a Formal Written Agreement Will be Received
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Department of Family Services	Sweetwater	DFS is a primary referral source for treatment services at SCS. SCS provides treatment expertise; MDT's and collaborates together on a number of treatment and community projects.	No	
Wyoming Department of Corrections	Sweetwater	SCS's partnership with DOC is strong. DOC provides a Probation Officer to the Foothill Facility, and regular meetings between staff are held. SCS works in collaboration with DOC in the coordination of services for individuals on probation.	Yes	Attached
Law Enforcement: RSPD, GRPD, SWCS	Sweetwater	SCS works in collaboration with law enforcement on critical debriefing teams, response to mental and drug/alcohol issues and concerns and community collaborations.	No	
Memorial Hospital of Sweetwater County	Sweetwater	SCS provides services at MHSC and collaborates with regarding Title 25, detox, crisis stabilization, and all other services.	No	Detox, Crisis Stabilization, Title 25 outline in County Agreement
Prevention Management Organization	Sweetwater	SCS collaborates with PMO on their prevention coalitions and provides expertise and services with the prevention scope of practice	No	

Department of Vocational Rehabilitation	Sweetwater	All areas of SCS services refer clients to DVR for employment services and job coaching. SCS works with DVR to maximize these benefits to clients.	No	
Head Start	Sweetwater	SCS provides onsite treatment services to pre-school children.	Yes	
Local medical and social service agencies	Sweetwater	SCS collaborates with all local medical and social service agencies to provide the best wrap-around services for our clients.	No	
Pioneer Counseling Services	Uinta	SCS and Pioneer have been collaborating on regional mental health treatment services since September 2012.	Yes	Contractual Agreement between SCS and PCS
STAR Transportation	Sweetwater	SCS works with STAR to provide transportation to SCS clients.	No	SCS purchases bus passes for SCS clients.
Wyoming State Hospital	West Region	SCS has long provided WSH liaison to coordinate care and discharge planning with the Wyoming State Hospital. The liaison has a standing weekly telephone appointment with WSH staff to provide the best continuity of care.	No	SCS has weekly calls with hospital to assist with clients returning to the community
HCBC	West Region	SCS partners with the WAMHSAC providers in the West Region on MH/SA residential services.	No	

Multiple Regional & Statewide Referral Agencies	Sweetwater	SCS communicates weekly with different referral agencies for both mental health and substance abuse services such as hospitals, judges, defense attorneys, drug court, etc.	No	
Western Wyoming Community College	Sweetwater	SCS utilized WWCC for client educational needs, including GED testing. Collaboration occurs on community awareness initiatives.	No	
Treatment Court of Sweetwater County	Sweetwater	SCS is the treatment provider for treatment Court and works with all participating agencies including SCTC staff, judge, Probation and Parole, law enforcement, defense and prosecuting attorneys, etc.	Yes	Attached
Sweetwater County	Sweetwater	SCS collaborates with Sweetwater County on the services provided by SCS.	Yes	Attached

## SECTION 7: Service Delivery Plan

Reminder: Please type directly into this section

**1. Describe your agency's ability to provide a range of comprehensive and integrated behavioral health services that support quality care to the priority populations. Please include a list of evidence-based practices delivered through your agency's programs and services. Limit your response to two (2) pages.**

SCS provides comprehensive and integrated behavioral health services by offering a holistic approach to treatment that addresses the full spectrum of mental health and substance disorders with their physical health needs. When a person comes into SCS, the most crucial step to ensure individualized treatment is conducting a thorough and comprehensive assessment. This initial evaluation helps to gather detailed information about the individual's mental health/substance disorder history, current symptoms,

complaints, physical health, social circumstances, and any other relevant factors such as court documents, hospitalizations, or any other life circumstance situation. By understanding the unique needs, strengths, and challenges of each person, the clinician/team can develop a personalized treatment plan that addresses their specific issues. SCS is able to provide mental health/substance disorder from outpatient to residential services with additional services of peer specialist involvement, psychiatric medication management, medically assisted medication management, and case management services. The treatment plan is flexible and regularly updated to reflect the individual's progress and any changing needs. Engaging the person in the assessment process and considering their preferences and goals are also essential for fostering a collaborative and effective therapeutic relationship. The treatment is individualized and intended to meet the therapeutic needs of the individuals

With all of the priority populations, SCS treatment team will work with appropriate community services and agencies while utilizing evidence-based treatment to enhance positive outcomes of the priority populations. With the criminogenic clients, SCS will work collaboratively with the criminal justice system, including probation offices and legal advocates to promote long term recovery and reintegration into the community. For the SMI adult population, SCS does have comprehensive services for the individuals and works collaboratively with the Wyoming State Hospital and Wyoming Behavioral Health Institute for discharges coming into the community. The SCS goal is for individuals to achieve the highest level of independent living situation while maintaining their quality of life and community integration. SCS on-call services also provide a step down into services and potentially into residential services if appropriate. SCS on-call actively works to divert individuals away from hospitalizations and remain in the community with community supports.

Families/SED children is a family center approach since families play a vital role in their child's mental health and well-being. Comprehensive care involves a combination of therapy modalities, play therapy, individual and family to improve the family dynamic and outcomes. Continuous collaboration between healthcare providers and other community resources are essential in addressing the challenges of SED children/adolescents and their families. SCS is very capable of addressing the priority populations' needs with positive outcomes.

SCS utilizes the following Evidenced based Treatment:

1. **Cognitive-Behavioral Therapy (CBT):** Focuses on changing negative thought patterns and behaviors to improve mental health.
2. **Dialectical Behavior Therapy (DBT):** Combines cognitive-behavioral techniques with mindfulness practices to help manage emotions and improve relationships.

3. **Acceptance and Commitment Therapy (ACT):** Encourages individuals to accept their thoughts and feelings rather than fighting or feeling guilty for them, and to commit to making necessary behavior changes.
4. **Trauma-Focused Cognitive Behavioral Therapy (TF-CBT):** Designed to help children and adolescents recover from trauma and related emotional and behavioral difficulties.
5. **Motivational Interviewing (MI):** A client-centered approach that enhances motivation to change by exploring and resolving ambivalence.
6. **Family Therapy:** Involves family members in therapy to improve communication, resolve conflicts, and support the individual's recovery.
7. **Medication-Assisted Treatment (MAT):** Combines medications with counseling and behavioral therapies to treat substance use disorders.
8. **Mindfulness-Based Stress Reduction (MBSR):** Uses mindfulness meditation to help reduce stress and improve emotional well-being.
9. **Early Serious Mental Illness (ESMI):** SCS utilizes this model to identify early onset of SMI and improve outcomes of managing symptoms, medications and support systems.
10. **Illness Management and Recovery: This is a treatment model for SMI with the goals of empowering them to manage their illness and make informed decisions.**
11. **Experiential Therapy:** Includes activities like role-playing, arts and crafts, music, and guided imagery to help individuals express emotions and develop coping skills.
12. **Integrated Dual Disorder Treatment (IDDT):** Addresses both mental health and substance use disorders simultaneously for individuals with co-occurring conditions.
13. **Accelerated Resolution Therapy (ART):** Designed to assist individuals overcome trauma and other mental health issues quickly and effectively.
14. **Eye Movement Desensitization and Reprocessing (EMDR):** Therapist guides the individual through a series of eye movement to process distressing memories, reduce emotional impact, and allow more adaptive outcomes.
15. **Substance Use Disorder Treatment:** Comprehensive Assessment to individualized therapy including residential treatment. Utilization of ASAM Criteria
16. **Mental Health Treatment:** Comprehensive Assessment to individualized therapy including residential treatment
17. **Psychiatric Assessment and Medication Management:** Assessment by psychiatrist or nurse practitioner for use of appropriate medications.
18. **Anger Management Program:** Develop skills to manage anger and reduce aggressive behaviors.

These treatments are tailored to meet the specific needs of individuals and are supported by research demonstrating their effectiveness.

**2. Describe how your agency's staffing patterns and number of staff are adequate to provide the continuum of services required and the requested optional services. Limit your response to two (2) pages.**

Southwest Counseling Services (SCS) is committed to providing comprehensive mental health services with a focus on accessibility, ensuring clients receive timely care through open access scheduling and extended evening hours. Staffing supports a full range of services, including

outpatient services, psychiatric care, residential programs, and recovery services. SCS also provides both children and family services and general mental health services, delivering targeted support to meet the needs of diverse client populations.

The clinical team includes licensed and provisional clinicians, clinical social workers, licensed professional counselors, psychiatric nurse practitioners, and case managers. Caseloads are managed to allow sufficient time for assessment, individualized treatment, and follow-up, ensuring high-quality care. Clinicians provide same-day appointments and evening sessions, improving access for clients with work, school, or family commitments.

Caseloads are maintained to support individualized therapy and consistent monitoring of client progress. On-call staff trained in crisis intervention respond to urgent needs, providing timely assessment, referral, and stabilization. Clinicians with expertise in Severe Emotional Disturbance (SED) and Substance Use Disorders (SUD) deliver evidence-based interventions for clients with complex needs.

Case managers, peer specialists, and residential treatment support staff complement clinical services by connecting clients to community resources, coordinating follow-up, and supporting treatment adherence. Administrative staff manage scheduling, documentation, and billing, allowing clinicians to focus on direct care. Evening administrative coverage ensures clients have support during extended hours.

Optional programs, including group and individual therapy, are staffed to maintain accessibility without compromising core services. Group therapy is facilitated by trained clinicians, maintaining safe client-to-staff ratios, and emphasizing trauma-informed care. Individualized programs are structured to meet the diverse needs of our client population and ensure consistent access to therapy and recovery support.

Staffing levels are regularly reviewed to align with service demand. Caseloads are monitored to prevent burnout and maintain high-quality care. Interdisciplinary team meetings and case reviews support a system-of-care approach, ensuring services are coordinated.

This staffing model ensures clients receive timely, appropriate care at all service levels. By providing open access, evening availability, and targeted staffing for specialized services, the agency maintains the capacity to deliver both required and optional services effectively, supporting positive outcomes and continuous access to comprehensive mental health care.

**3. Describe your strategy and specific programming for providing services to each priority population listed below. Limit your response to three (3) pages.**

- a. State Level Justice Involved
- b. Nonstate Level Justice Involved
- c. Families at High Risk
- d. Adults with Acute Mental Illness
- e. Adults with Severe Mental Illness

- f. Indigent Clients with High Needs
- g. Indigent General Access Clients
- h. Persons Who Inject Drugs
- i. Pregnant or Parenting Women
- j. Serious Emotional Disturbance (SED)
- k. Veterans

**State Level Justice/Nonstate Level Justice Involved:** SCS has worked with this population for years by having a multifaceted approach that targets factors contributing to criminal behaviors. The comprehensive assessment identifies the individual's mental health and substance disorder issues, criminogenic risk factors, such as antisocial attitudes and behaviors. Based on this assessment, an individualized treatment plan is developed that includes evidenced based intervention like cognitive behavioral therapy; to address criminal thinking patterns, substance use treatment to manage addiction and mental health diagnoses. SCS works with clients to resolve trauma issues and healing. SCS also provides psychiatric services, medication assisted treatment, and working in collaboration with the criminal justice system. Clients receive, if warranted, individual, group, peer support, connection to employment, and assistance in community living and after care services. SCS clinicians will utilize Accelerated Resolution Therapy ART, Cognitive Behavioral Therapy (CBT), and Dialectical Behavioral Therapy (DBT).

**Families at High Risk:** Families at high risk require a range of comprehensive services to address their complex needs and promote stability, starting with a comprehensive assessment detailing the needs, strengths and issues of the family. SCS provides individual and play therapy for families addressing emotional and psychosocial challenges. SCS provides substance disorder treatment for parents/caregivers if appropriate. Case Management is essential, providing personalized support and connecting families with necessary resources such as housing, food assistance and other needed supports. SCS also provides parenting support and education groups for effective parenting techniques. SCS has been providing services at the Child Developmental Center, working with school personnel and seeing children/adolescents at the facility, as well as an increase in on-call situations. SCS has clinicians who specialize in play therapy, transgender issues, abuse and trauma issues as well as depression and anxiety. SCS has a child and adolescent psychiatrist who specializes in this area and works with the clinician to provide the most effective services.

**Adults with Acute Mental Illness:** SCS provides 24-hour emergency services for Sweetwater County and provides for consultation at the local hospital and county jail. SCS also provides for walk in emergencies at Ankeny, College Hill and Foothill facilities. SCS clinicians will complete an assessment outlining the emergent situation and determine possible resolutions from being hospitalized (Title 25) to community-based treatment into a safe environment and safety plan in place. Clinicians will ensure the individual's safety and well-being. The clinician will do a risk assessment to determine if the individual poses a danger to themselves or others. This includes

evaluating suicidal ideation, self-harm behaviors, or potential aggression. Individuals would be released with a safety and follow-up plan.

**Adults with Severe Mental Illness:** SCS has been working with this population for years providing for a continuum of care from clinical assessment to mental health residential housing. This population requires a comprehensive range of services to address their complex needs and promote stability, resilience, and recovery. At times, these individuals will require inpatient psychiatric care to provide intensive treatment. SCS Outpatient Services include individual, group, and family counseling with medication management to help manage symptoms. These individuals also receive medical services and coordination with other medical providers in the community. A Case Manager is assigned to each individual to navigate health care systems, access necessary resources and coordinate care among providers. Treatment Support Staff provide role models for daily living skills for individuals to gain greater independence. Peer Support is utilized to provide mentoring, encouragement, and foster a sense of hope and connection. SCS also provides substance use treatment and crisis intervention to provide immediate support during a crisis. Each individual has an individualized plan with the goal of each person attaining the highest level of healthy, independent living. This population has diverse needs, and SCS promotes long-term recovery and integration into the community through participation in community events, and outings. SCS treatment team works with family members, guardians, and other entities to ensure the best possible outcome for individuals with a serious mental illness.

**Indigent Clients with High Needs:** SCS works with indigent clients. These individuals receive comprehensive assessments including mental health and substance disorders, and individualized treatment plans plus connection with community resources. Clients continue to have access to the services of SCS.

**Indigent General Access Clients:** SCS provides the necessary level of care experienced by this population of clients within the agency. SCS assists in benefit plans and resources for the individual and connection to family if possible. SCS continues to provide a sliding fee scale for those not meeting the Behavioral Health Redesign Full or Screening benefits. This allows for access for those in need at the indigent level of income resources.

**Person Who Injects Drugs:** Individuals would need to be medically cleared for admittance into residential services and receive appropriate medication for detoxification. This may be a medical setting. Once the individual is cleared medically, the individual will receive the array of services from Southwest Counseling Service potentially including Medication Assisted Treatment, psychiatric management and substance disorder treatment and after care. This population group is a high priority for SCS and clients are generally engaged in treatment after the Call Screen Risk Assessment is completed.

**Pregnant or Parenting Women:** SCS has been providing this service since 2000 with 139 babies born in the program through of June 30, 2025. This is a high priority population for

admission into substance use disorder treatment. SCS provides comprehensive services to address their unique needs. These services include substance use disorder treatment, medical, medication-assisted treatment, psychiatric, individual, and group therapy. Prenatal and postnatal care is essential to ensure the health of the mother and the baby. SCS employs a full time Family Nurse Practitioner and access to medical care is generally same day. Parenting and life skill training are provided to develop skills needed to care for their children and build a stable life. SCS provides a safe and nurturing environment for children and role models for mothers. SCS provides within the Pregnant or Parenting Women's residential a full-time day care. This allows the child/children to stay within the familiar residential facility during the day, so the mother may attend TC treatment. SCS also assists individuals with reunification to help build relationships with other family members.

**Serious Emotional Disturbance (SED):** SCS operates a Children and Adolescents program. The team provides services to meet youth where services are best suited. This service area provides services within the local school district as well as within the agency. There are specific time slots allocated for youth housed at the local Youth Home to allow for consistency and ensure access to treatment. Specific programming is a family-centered approach to prioritize treatment for youth and families. EBPs include Dialectical Behavioral Therapy and Accelerated Resolution Therapy when clinically indicated. SCS team works closely with the juvenile justice team and engages in weekly MDT meetings with community partners to address the needs of the youth in the community.

**Veterans:** SCS has a long-standing commitment to this population. For nearly 20 years, SCS has allowed Veterans and their immediate family members to access services for up to six (6) visits with no out-of-pocket expense. With the shift in Behavioral Health Redesign, this has decreased the barriers to treatment as a priority population and ensured additional resources for those served. This population has unique needs and challenges. SCS provides treatment for PTSD, depression, and anxiety with connection to physical health for injuries sustained during service. SCS also assists with benefits and case management for Veterans. A full array of

For all these populations, SCS will work to provide the most effective treatment with linkage to health care, housing assistance, employment, education opportunities and family and community connections. SCS implements evidenced based practices to work with all populations.

**4. Describe your agency's admissions process. Please include details on open access, appointment availability, how the screener is incorporated, and the process for completing the Medicaid application for all clients. Limit your response to two (2) pages.**

**SCS Admission Process:**

Initial Contact.

- Clients can contact SCS by phone, email, the website, or in person regarding SCS services. Upon contact, the clerical staff will screen the client by gathering basic information such as what type of services the client is looking for, if there are any third parties involved. The clerical staff will then determine the urgency of the client's needs.
- Clients will be explained about the difference between scheduled appointments, Open Access for same day appointments, and tele-health to determine which will work best for the client.
- Clerical staff utilize the BHC Call Screener (Risk Assessment) to determine the caller's immediate needs, risks, and appropriate services.
- The clerical staff will explain the paperwork needed, such as court paperwork, proof of gross household income, insurance information, and options to complete paperwork via text, email, or in person.
- The clerical staff will explain Behavioral Health Redesign and the benefits as well as the sliding fee scale for those who do not immediately meet the minimum requirements under BHC.
- The client will be given time to arrive depending on the type of appointment and paperwork needed.

#### Initial appointment.

- The clerical staff will complete and go over any necessary forms with the client including screening instruments and any releases of information needed. Clerical will input paperwork and information into the clients' EHR.
- The Clerical staff will ensure that the individual reads, understands, and signs the Consent to Treatment and Financial Agreement form.
- Clients will receive an orientation by clerical including but not limited to Client Rights, SCS Code of Ethics for the Treatment of Clients, Safety Orientation for the facility, Confidentiality Policy, Notice of Privacy Practice, Client Responsibilities and Grievance Procedure.
- Clients will be screened at intake for the Behavioral Health Redesign either before or right after the assessment. If for any reason the screening cannot be completed on the day of the assessment, an appointment for the screening will be made within five (5) business days.
- For tele-health appointments paperwork and orientation will be completed electronically and over the phone.

#### Assessment.

- Client will meet with the Clinician; the Clinician will complete a comprehensive Clinical Assessment interview.
- Clinicians will explain and orient clients to the purposes and processes involved in Clinical Assessments, conjoint treatment planning, and information regarding transitions to other types of care.

- Clinicians, upon interpretation of the client's paperwork, the Clinical Assessment instruments given, and the Clinical Assessment, will conjointly develop a plan of treatment and decide upon an appropriate level of care for each client individually.

#### Follow ups

- Upon completion of the assessment, a follow-up appointment will be scheduled to ensure continuity of care.

#### Emergency Admissions

- Clients in crisis situations may be admitted on an emergency basis. Emergency admissions will follow expedited assessment and documentation procedures.

### **5. Describe your agency's exclusionary criteria for EACH priority population. Limit your response to two (2) pages.**

SCS' primary goal is to have individuals enter treatment. At times due to their specialized circumstances, SCS will not accommodate the safety of employees and clients. In some cases, the severity of the individual condition is too high for SCS to manage safely without specialized resources. Aggressive and out of control behaviors may result in individuals not being allowed. Some criminal issues may exclude an individual. Certain violent criminal backgrounds and convicted sex offenders are not allowed into residential settings. Lack of capacity may also be a reason that SCS will not take new clients until space is available and will also collaborate with other behavioral health centers to assist the client with the appropriate level of service.

### **6. Describe how case management and quality of life funds are integrated into the treatment process. Limit your response to one (1) page.**

Case Management and Quality of Life (QOL) funds are integrated into the treatment process at Southwest Counseling Services (SCS) to support client engagement, continuity of care, and recovery oriented outcomes. This integrated model ensures that clinical treatment is coordinated with supportive services that address social determinants of health and reduce barriers to participation in behavioral health services.

SCS provides case management services across all applicable service areas, with case managers assigned to support a coordinated and individualized approach to care. Case managers collaborate with the multidisciplinary treatment team, including licensed clinicians, prescribers, nursing staff, and external service providers, to develop, implement, and monitor individualized treatment plans. These plans identify client goals, required services, and necessary supports and are reviewed and updated based on ongoing assessment of client progress and needs.

Case managers are responsible for coordinating services across systems to ensure continuity of care and prevent fragmentation or duplication of services. This includes assisting clients with eligibility determination and required documentation for Behavioral Health Redesign (BHR),

Medicaid, Medicare, Social Security Disability, and other public benefit programs, as well as facilitating referrals to housing, employment, education, transportation, medical, dental, and social service resources. Case managers also provide advocacy, monitoring, and follow-up to ensure timely access to services and adherence to treatment plans.

Quality of Life funds are utilized as a supportive component of the treatment process to address immediate and recovery-related needs that directly support treatment engagement, stabilization, and goal attainment. Clients receiving services under BHR are eligible for QOL funds. Expenditures are capped at \$2,000 per client unless otherwise approved by the Executive Director of SCS and are administered in accordance with agency policy, fiscal controls, and supervisory oversight.

Allowable QOL expenditures include crisis shelter, food, clothing, and essential personal supplies; prescriptions for psychotropic and other medications, including injectables; laboratory tests, injections, medical supplies, health assessments, screenings, dental and medical care, dentures, eyeglasses, and related devices; housing acquisition, retention, and safety supports such as security deposits, utilities, and minor repairs; transportation and access to clinical services, medical appointments, and community resources; development of recreation and socialization interests consistent with the client's income and long-term lifestyle; consumer-run recovery programs; educational books, supplies, lab fees, and partial tuition with prior agency approval; and other supports consistent with the intent of allowable categories, including fees for identification documents. Expenditures exceeding \$100 require prior approval, and group-based support may be provided with agency approval.

All QOL expenditures are documented in the client's record and linked to identified treatment goals. Case managers provide ongoing monitoring and coordination to ensure services and support remain appropriate, necessary, and compliant with contractual and regulatory requirements. This integrated approach supports client stability, improves treatment retention, and promotes effective use of public resources.

**7. Describe what measures are put into place to ensure your agency is not engaging in duplicative billing. Limit your response to one (1) page.**

SCS EHR is designed to have a waterfall effect; all clients have a contractual allowance between payors, and this prevents the system from billing more than one payor. To prevent double billing, the Accounts Receivable Department at SCS has segregated duties, and has multiple accuracy checks in place. Financial set ups and charges must be accurate to prevent a billing error.

The following is SCS Financial Set Up:

The AR Clerk positions enter the charges and completes the financial set up for each client. When a client lists a third-party payor, eligibility is checked to make sure that payor is primary. If corrections are required, accurate information is entered into the EHR. Our EHR is designed to have a waterfall effect; all clients have a contractual allowance between payors, to prevent the system from billing more than one payor. The AR Supervisor runs reports out of the

EHR to ensure all clients have an accurate financial set up. The AR clerk completes any corrections to the financial set up that are found by the AR Supervisor.

**Charges:**

Charges are generated from the clinician's schedule and then posted by the AR Clerks, generating the charges for the bills. The AR Clerks each have a different set of program charges that they are responsible for, and the charges are then verified by the AR Supervisor.

**Billing:**

Once the billing cycle is complete, all charges are verified by the AR clerk and then once more by the AR Supervisor and moved to production. During the billing production stage, the AR Supervisor then verifies all third-party payors again as the batches are created to generate the claims. For all paper claims once printed, the claims are checked again for accuracy before being mailed out. For BHR and Medicaid claims, eligibility is checked within the Medicaid system prior to billing to ensure that the client does not have any Third-Party Liability. Electronic claims are pushed out using a clearinghouse that does an additional layer of checking and will reject any duplicate billing.

If an error does happen, primarily due to a retroactive change in the client's insurance or lack of coordination of benefits with the insurance companies, the original claim is voided, and the entity is paid back, if necessary, via void adjustments.

This system allows SCS to have multiple layers of protection and ensure accurate information is entered and billed out.

**8. Describe how your agency participates in the development and implementation of a community disaster plan. Limit your response to one (1) page.**

SCS participates with the Emergency Management System in Sweetwater County for drills and provide preparedness information to enable agencies to better prepare for an emergency or disaster. One area of concern is the rail line in Sweetwater County since it runs through Rock Springs and Green River Cities. SCS has several buildings within approximately one mile of the rail lines. It is important to know where people would be evacuated. Working with emergency personnel has assisted SCS in identifying security issues related to the facilities and what needs to occur to make facilities more secure from individuals who want to cause harm.

SCS preparedness for facilities is also due to weather conditions and facilities having food, transportation, fleet prepared and back-up personnel if individuals are unable to make it work. All residential facilities have at least one week of food at the residences.

SCS is CARF accredited and must have emergency responses for a variety of disasters and practices drills in all offices at all times of the day or night. All SCS buildings are equipped with emergency kits and supplies.

**9. Describe how recovery support services are delivered at your agency. This may include services provided by peer specialists, transportation, help with basic needs, and any additional services that increase an individual's long-term recovery and quality of life. Limit your response to one (1) page.**

Recovery support services are essential components of SCS efforts to promote long-term recovery and stability for individuals with mental health and substance use disorders. These services provide comprehensive, person-centered support that addresses both clinical and non-clinical needs, helping individuals build a foundation for sustained wellness. Areas addressed are employment, education, housing support, medical and transportation. In addition to family and community support, comprehensive recovery support includes physical and overall wellness. The SCS treatment team approach involves clinicians, case managers, psychiatric providers with Peer Specialist and Case Managers play pivotal roles in recovery support services. Transitioning from intensive therapy is a challenging process that requires after-care groups, support groups, and connections to meaningful relationships to assist in the recovery process. Peer Specialist are trained to provide mentorship and support to individuals on their recovery journey. Peer Specialist are assigned to an individual and help achieve personal goals, building resilience and foster hope and empowerment to clients to take an active role in their recovery and to maintain motivation during challenging times. Case Managers and Peer Specialists can assist in accessing resources, navigating the healthcare system, and having knowledge concerning housing support. Employment is another critical component of recovery. SCS provides the linkage to workforce services, applying for positions and can assist in gaining meaningful employment.

Education is also an opportunity to build skills for personal growth and empowerment. SCS personnel assist in educational programs such as GED classes, enrollment into college classes and vocational training. These goals may support the client in developing new life skills to achieve long term success.

It is also important to work collaboratively with family and the community support involved in an individual's life. SCS offers family therapy, support groups and other community resources to ensure a connection with the community. Volunteering is another opportunity to reduce isolation and join with community. Ensuring that clients have access to transportation helps reduce no-show rates, improves engagement in treatment, and enables participation in essential activities such as work, education, and social support groups. The goal is for individuals to achieve wellness and satisfaction in their living situation.

Providing these resources helps clients develop new skills, pursue their interests, and achieve long-term goals. By integrating these recovery support services, SCS creates a sturdy framework that addresses the multifaceted needs of individuals in recovery. This holistic approach not only enhances clinical outcomes but also empowers clients to lead fulfilling and independent lives resulting in positive outcomes.

**10. Describe your agency's capacity to respond to emergency detentions and behavioral health crises in your communities. Limit your response to two (2) pages.**

- (a) If a client in crisis walks into your center, how is that handled?**  
**(b) What are the gaps in resources and service delivery?**

SCS Clinical Manager oversees emergency services and is available to clinicians for consultation. SCS provides master level clinicians responding 24/7 for consultation at the local hospital as well as responding to the local detention center and other emergencies in the community. Often, SCS will assess private provider's clients. SCS clinicians must receive Allied Health Privileges from the local hospital to provide consultation at the hospital. SCS Clinicians who go on call for the community and hospital are thoroughly trained in the application of Title 25 and their role as a gatekeeper that assesses for least restrictive means of providing essential mental health care. SCS Crisis Clinical Response and Gatekeeping activities provide for assessment and coordination with other agencies such as law enforcement, hospital, county attorney, and family members. These emergency services are vital in ensuring timely and effective care for individuals experiencing acute mental health crises. SCS clinicians will see an individual to determine if an emergency detention is warranted by evaluating the patient's mental and emotional state, considering factors such as suicidal ideation, threats to others, psychosis, substance use, and any underlying medical conditions. This rapid response is crucial in stabilizing the individual, preventing further escalation, and developing an immediate care plan. If an individual is detained, the clinician meets with the attending physician and will see the individual daily until released from the hospital. In addition, there are morning rounds where the individual's situation is discussed with SCS clinicians, physician, case managers, and nurses. Often, the immediate crisis is stabilized, and the individual can be released from emergency detention with appropriate referrals and a safety plan in effect. SCS clinicians will also work with family members and/or significant others to address concerns and needs of the individual. SCS clinicians will also assist with SCS case manager to determine other resources that may be required to address the individual's situation.

Clinicians will refer into SCS Open Access, Monday-Thursday from 12pm to 4pm with assigned master level clinicians providing clinical assessments for individual's being released from the hospital or SCS does have scheduled appointments if more convenient. SCS clinician will utilize sub-acute beds either to stabilize prior to hospitalization or as a step-down from hospitalization.

FY25, 62,123 hours of emergency services were provided including 282 Title-25 assessments resulting in 127 Emergency Detentions and 6 involuntary hospitalizations. SCS utilizes the continuum of care to address an individual's needs and to assist them in remaining in the community for their treatment. SCS also works towards early identification of serious mental illness to enhance their treatment, education and abilities to address a diagnosis of serious mental illness.

SCS on-call clinicians are backed up by several master level clinicians that are able to triage an individual walking into the offices. There are no barriers coming into the agency for an emergency situation. Clinicians provide crisis intervention techniques such as de-escalation strategies to stabilize the individual, and prevent harm. SCS clinicians provide a thorough evaluation to understand the individual's mental health status, including immediate risks, medical history, and substance use. Short-term counseling is offered to address the immediate crisis and provide emotional support. If necessary, medications may be administered to manage acute symptoms such as anxiety, agitation, or psychosis. Individuals are connected with ongoing treatment options, such as outpatient therapy, support groups, or inpatient care if needed. Ensuring follow-up care is arranged to support the individual's long-term recovery and prevent future crises.

By providing these services, behavioral health centers can effectively manage walk-in emergencies, offering immediate support and facilitating a smooth transition to ongoing care.

Gaps in services: One area is the need for inpatient psychiatric bed placements. SCS attempts to provide on-going services to those detained and held at the local hospital to provide on-going counseling in an attempt to lift the bed placement and allow the client to step down from awaiting bed placement into a residential bed at SCS.

**11. Describe how your center provides services to youth with SED and/or SUD. Explain if and how your center applies the system of care approach to coordinate services across child-serving systems such as education, juvenile justice, child welfare, and primary health. If you do not use the system of care approach, how do you meet the needs of this population? Limit your response to two (2) pages.**

SC provides comprehensive, integrated mental health and substance abuse services to children, adolescents, and their families who are seriously emotionally disturbed (SED), have substance use disorders, or are at risk of out-of-home placement. Services are delivered using a holistic, trauma-informed, and family-centered approach that prioritizes safety, stabilization, recovery, and long-term wellness.

Youth are admitted based on clinical need, with priority given to those presenting imminent risk of harm, those meeting SED criteria, and those requiring intensive or crisis services. SCS serves children and adolescents regardless of age, gender, race, creed, or financial status. SCS provides a broad continuum of evidence-based and clinically appropriate services tailored to the unique developmental, emotional, behavioral, and substance-related needs of youth. Services include comprehensive clinical assessments, individual, group, and family therapy, psychiatric services, community-based treatment, case management, crisis intervention, and substance use treatment programming. Youth with co-occurring mental health and substance-related disorders receive integrated assessment and treatment to address both conditions simultaneously.

Specialized programming includes Early Childhood Intervention for children ages 3–6, delivered within natural school settings to support emotional regulation, social development, and early identification of mental health concerns. School-based and classroom interventions, play therapy, caregiver guidance, and staff training are core components of this service. For school-age youth,

the Summer Therapeutic Youth Program provides structured therapeutic activities designed to strengthen coping skills, emotional regulation, communication, and peer relationships.

Adolescents with substance use disorders or substance-related risk factors are served through the Adolescent Intensive Outpatient Program and Adolescent Addictions Program. These programs emphasize education, corrective thinking, relapse prevention, healthy decision-making, and the development of positive values and life skills. Additional therapeutic modalities such as Dialectical Behavior Therapy (DBT) and Accelerated Resolution Therapy (ART) are utilized when clinically indicated.

Individualized treatment plans are developed collaboratively with youth and their families based on clinical assessments, identified strengths, treatment goals, and desired outcomes. Services are delivered in the least restrictive environment possible, with an emphasis on keeping youth safely in their homes, schools, and communities whenever appropriate.

SCS applies a system of care approach to coordinate services across multiple child-serving systems, recognizing that youth with SED and/or SUD often have complex needs that extend beyond behavioral health alone. Services are youth-guided, family-driven, culturally responsive, and coordinated across systems to promote continuity of care and improved outcomes.

SCS clinicians and case managers collaborate closely with families or guardians, educational institutions, child welfare agencies, juvenile justice entities, primary health providers, and other community partners. Coordination occurs through regular communication, shared treatment planning (with appropriate consent), and participation in interdisciplinary and multidisciplinary teams. SCS staff actively participate in Child Protection Teams, Multidisciplinary Teams, Child Advocacy Teams, Juvenile Justice Task Forces, advisory boards, and the Sweetwater County Family Justice Center, ensuring that behavioral health services are aligned with educational, legal, and child welfare interventions.

Educational coordination includes school-based services, educational advocacy, consultation with teachers and administrators, and collaboration with Head Start and local school districts. These efforts support academic engagement, behavioral stability, and emotional success within the school environment.

For youth involved with juvenile justice or child welfare systems, SCS works in partnership with Probation and Parole, the Department of Family Services, and court-related entities to support diversion from detention, reduce recidivism, and promote stabilization in community settings. Case management and treatment planning address safety, accountability, and therapeutic needs while supporting family reunification or placement stability when applicable.

Coordination with primary health care providers and Memorial Hospital of Sweetwater County ensures continuity during crisis situations, emergency evaluations, and involuntary detention processes. Psychiatric services and medication management are integrated with therapeutic services to address both mental health and medical considerations.

Through flexible scheduling, community-based services, after-hours crisis response, and wrap-around supports, SCS ensures timely access to care and continuity of services. Youth and families are actively involved throughout the treatment process, and services are adapted to meet cultural, developmental, and individual needs. Special accommodations, interpreter services, and individualized supports are provided as identified through clinical assessment.

Ongoing outcome monitoring, consumer satisfaction surveys, and quality assurance processes guide continuous improvement. By integrating prevention, early intervention, treatment, and coordinated care, SCS effectively meets the needs of youth with SED and/or SUD and supports their ability to remain safely connected to their families, schools, and communities.

**12. Describe how jail-based and reentry services are delivered through your agency. Limit your response to three (3) pages.**

- (a) How are clients identified for services?**
- (b) Do you have a routine schedule with days/hours? If so, what are those?**
- (c) Do you have dedicated clinicians for these services?**
- (d) Do you provide medication management and/or administration to the jail(s)?**
- (e) Do you receive county funds for these services?**
- (f) What are the gaps in resources and service delivery?**

Clients are identified for jail-based mental health and substance use disorder (SUD) services through multiple referral pathways to ensure timely access and appropriate coordination. The primary referral mechanism occurs through the jail's nursing staff. When an inmate submits a request for mental health and/or SUD services, nursing staff forward the request to Southwest Counseling Service (SCS) via secure email. This process alerts clinical staff that an assessment or follow-up appointment is required and allows for coordination with jail operations.

In addition to nursing referrals, inmates may directly contact SCS to request an assessment or services. When this occurs, SCS promptly notifies jail staff of the request and confirms whether any immediate safety, medical, or custody-related concerns are present. This dual-referral process ensures that individuals who may not be identified through routine jail screening still have access to behavioral health services while maintaining appropriate communication with detention staff.

SCS maintains a routine, scheduled presence at the detention center while also providing flexible, on-demand response to emergent needs. Dedicated clinicians are scheduled to be on-site at the jail on Tuesdays and Wednesdays for half-day sessions each week. These scheduled service times support continuity of care, routine assessments, follow-up sessions, and individualized treatment planning for enrolled inmates.

Outside of the standing schedule, SCS operates on an on-call basis to respond to additional requests from jail staff or inmates. Requests received outside scheduled service days are incorporated into clinicians' weekly schedules as availability allows. This hybrid service model balances predictability with flexibility, ensuring both consistent access and responsiveness to changing clinical needs within the jail environment.

SCS has three clinicians designated as primary providers for jail-based services. These clinicians have experience working with justice-involved populations and are familiar with the operational, safety, and clinical considerations unique to the detention setting. To support continuity of care and service coverage, the service model allows any qualified clinician within the agency to provide jail-based services as needed. This cross-coverage approach minimizes service disruption during staff absences, periods of increased demand, or urgent clinical situations, while maintaining consistency through designated primary providers.

SCS does not provide medication management or medication administration within the jail. All medication-related services, including prescribing, dispensing, and administration, are provided by the jail's medical staff in accordance with correctional health protocols. Mental health clinicians coordinate with jail medical personnel as clinically appropriate by sharing assessment findings, treatment recommendations, and relevant diagnostic information, subject to consent and confidentiality requirements. This collaboration supports continuity of care while maintaining clear clinical and operational boundaries.

SCS receives nominal county funding allocated within an MOU to as a priority population in Sweetwater County to provide jail-based mental health and substance use disorder services at the Sweetwater County Detention Center. Services are available to both male and female inmates who meet established therapeutic and clinical criteria for enrollment in jail-based treatment programs. Eligibility is determined through clinical assessment and is based on the presence of a diagnosable mental health condition and/or substance use disorder, the individual's capacity to participate in treatment, and the appropriateness of services within the jail setting. The goals of these services are to stabilize symptoms, address acute behavioral health needs, reduce crisis incidents, and support continuity of care during incarceration and upon release when feasible. County mental health centers play a critical role in addressing behavioral health needs within local jails. Gaps include jails are often used as default settings for individuals experiencing mental health and substance use crises due to gaps in community-based resources. Several systemic challenges limit the effectiveness of jail-based services and continuity of care.

Most county mental health centers face ongoing shortages of licensed clinicians and psychiatric providers. Jail-based services are frequently added to existing community caseloads, resulting in limited on-site coverage, high caseloads, and an emphasis on crisis response rather than ongoing therapeutic engagement. Evening, weekend, and after-hours coverage is often minimal or unavailable.

Access to psychiatric services within jails is frequently limited and delayed. Medication continuity may be disrupted at booking due to challenges in verifying prescriptions or limitations in available formularies. These gaps increase the risk of symptom escalation, behavioral incidents, and emergency hospitalization.

Mental health screenings at intake are often brief and may not fully identify serious mental illness, suicide risk, co-occurring substance use disorders, or withdrawal needs. Delays in comprehensive assessment can result in unmet clinical needs and increased safety risks for both inmates and staff.

Substance use disorders are highly prevalent within jail populations, yet many facilities lack consistent access to evidence-based treatment. Limited withdrawal management services, minimal availability of medication-assisted treatment, and insufficient structured SUD programming contribute to relapse risk, overdose risk following release, and repeated incarceration.

Coordination among jails, courts, hospitals, probation, and community providers is often informal and inconsistent. Release planning is limited, and individuals frequently leave jail without scheduled follow-up appointments, medication continuity, active benefits, housing, or transportation. These gaps significantly increase the likelihood of re-incarceration.

Additionally, many communities lack crisis stabilization units, detoxification services, or diversion programs. As a result, individuals experiencing behavioral health crises are often booked into jail rather than connected to treatment. Limited behavioral health training for correctional staff, combined with separate data systems and minimal outcome tracking, further constrains coordinated care and system improvement.

**13. Outside of the Behavioral Health Center Benefit Plan fee schedule, what additional charges, if any, go to a client? (e.g., no-show fee, urinalysis testing, rent for residential levels of care, etc.). Limit your response to one (1) page.**

Southwest Counseling may assess certain charges to clients for items or services that are not included in covered treatment services. No-show fees may be charged when a client does not attend a scheduled appointment without providing required notice, as outlined in agency policy.

Charges for books may apply for workbooks, educational materials, or other therapeutic resources provided to support treatment or recovery.

Fees for medical records may be assessed for the preparation, copying, or release of client records when requested. Prescription charges may apply for medications prescribed or dispensed by the agency that are not covered under the Behavioral Health Center Benefit Plan or insurance. Rent is charged based upon income and sliding fee scale amounts for the Mental Health group homes and the SUD Transitional housing. The daily rate does not cover the expense of the rent alone of the facilities in which these services are provided.

A refundable deposit is collected for those in the SUD Transitional housing and the MH Supervised Living to cover potential damages, unpaid charges, or other obligations. The deposit is returned to the client upon meeting applicable program or housing requirements, less any allowable deductions.

**When evaluating and scoring an application, the Department may consider information not included in the application, but otherwise possessed by the Department.**

## **SECTION 8: Attachment Checklist**

All documents attached to the application must be submitted in the order shown below and the organization name and page number must be included at the bottom of each page of the attachment.

- Certificates of good standing (3 documents)
  - (a) Unemployment Insurance Program
  - (b) Workers' Compensation Program
  - (c) Secretary of State's office
- SAM.gov documentation
- Proof of professional liability insurance
- Current payment policy
- Organizational chart (must include names and titles. If your center has multiple locations, please ensure those locations are included)
- Formal written agreements with key partners
- Tuberculosis policies and procedures, including a list of key service providers (e.g., public health, hospital, private healthcare provider, etc.)
- Evidence of national accreditation OR the anticipated date the organization will achieve accreditation
- Whistleblower Policy
- Retention Policy
- Articles of Incorporation and bylaws (**new applicants only**)
- Evidence of Division certification to provide SUD treatment services (**new applicants only**)

### SECTION 9: Assurances and Signatures

In the column on the left, please initial each statement to indicate your agreement if awarded.

Initials	Assurances
kl	Applicant agrees to provide data and information to the Division per contract requirements and as necessary to determine program outcomes. Applicant will ensure the electronic health records system allows contract data requirements to be met.
kl	Applicant agrees to obtain or maintain its national accreditation and comply with applicable state and federal certification requirements.
kl	Applicant states that the organization is governed by a Board of Directors.
kl	The Applicant's Board of Directors agrees to monitor the information provided in this application and subsequent contract, if funded.
kl	Applicant states that funding received from the Division under this application will be maintained <b>separate and apart</b> from other funds of the Applicant, including funds from programs also administered by the Division.
kl	Applicant states that the organization's charter and bylaws include documentation that at least one of its permissible services is a human service program as defined by W.S. §35-1-613(a)(iv).
kl	Applicant states that it shall comply with Wyoming laws and regulations pertaining to building and operations.
kl	Applicant states that each mental health and SUD service will be provided in accordance with service definitions developed by the Behavioral Health Division.
kl	Applicant agrees to bill Medicaid and other third-party pay sources for all eligible services.
kl	Applicant agrees to provide all services applied for, throughout the term of the contract, if awarded.

By submitting and signing this application, the applicant agrees to the above statements.

Board Chairman Signature

Date

Printed Name of Board Chairman

Executive Director Signature

Date

Printed Name of Executive Director

### Incomplete applications will be returned without review.

#### Scoring Criteria

Section	Scoring
Section 1: Type of Application	Pass/Fail
Section 2: Applicant Information	Pass/Fail
Section 3: Board of Directors	Pass/Fail
Section 4: Organization Administration	Pass/Fail
Section 5: Facility Information	Pass/Fail
Section 6: Partnerships and Collaborations	Pass/Fail
<b>Section 7: Service Delivery Plan</b>	
1. Comprehensive and Integrated Services	10
2. Staffing Patterns	10
3. Programming for Priority Populations	10
4. Admissions Process	10
5. Exclusionary Criteria	10
6. Case Management/QOL	10
7. Duplicative Billing	10
8. Community Disaster Planning	10
9. Recovery Support Services	10
10. Emergency Detentions and Crisis Response	10
11. Youth Services	10
12. Jail-based Services	10
13. Additional Client Charges	10
<b>Section 8: Attachment Checklist</b>	
1. Are all attachments submitted?	5
<b>Corrective Action Plan (CAP) (if applicable)</b>	
1. Is applicant on a CAP? (If yes, -5 points from final score)	-5





### MEETING REQUEST FORM

<b>Meeting Date Requested:</b> February 3, 2026	<b>Contact Phone and E-mail:</b> 307-872-3910 <a href="mailto:mcleang@sweetwatercountywy.gov">mcleang@sweetwatercountywy.gov</a>
<b>Presenters Name, Title and Name of Organization:</b> Human Resource Director Garry McLean	<b>Exact Wording for Agenda:</b> 11:50- 2026 UMR Financial Renewal and Terms Amendment
<b>Preference of Placement on Agenda &amp; Amount of Time Requested for Presentation:</b> 10 min	<b>Will there be handouts? (If yes, include with meeting request form)</b> Yes
<b>Will handouts require SIGNATURES?</b> Yes <b>SHOULD THE ITEM BE MARKED CONFIDENTIAL?</b> No	If you are submitting a Resolution or Proclamation, please forward in Word format to: <a href="mailto:shoemakers@sweetwatercountywy.gov">shoemakers@sweetwatercountywy.gov</a>
<b>Additional Information:</b>	
<b>Attachments:</b> <a href="#">Memo to Board - UMR Financial renewal.pdf</a>	

#### INSTRUCTIONS:

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

[sweetwatercountywy.gov](http://sweetwatercountywy.gov) on Thursday afternoon by clicking “Commissioner's Agenda”.

- If a request to be placed on an agenda is received **AFTER** the deadline, you will be considered for the next meeting date.

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

[Memo to Board - UMR Financial renewal.pdf](#)

## MEMORANDUM

To: Board of County Commissioners  
From: Garry McLean   
Date: January 26, 2026  
**RE: 2026 UMR Financial Renewal and Terms Amendment**

As a self-funded plan, Sweetwater County contracts with UMR to process and pay claims in accordance with the terms and conditions of the County's Health Insurance Plan Document. The agreement the County maintains with UMR is called in the health insurance industry an Administrative Services Agreement (ASA).

One component of the ASA that is part of annual health insurance renewal is adoption of the costs the County agrees to pay UMR as part of their administrative services and the specific fees associated with said services. Attached for your review is the Financial Renewal Amendment 1 – Fee Schedule for UMR's administrative services for calendar year 2026. The plan will see approximately an 8.75% overall increase, which equates to approximately \$15,600, annually. Primarily the increase is due to an increase in the interface fees for the external pharmacy benefit manager.

I would recommend that the Board approve the attached UMR Financial Renewal and Terms Amendment and authorize the chairman to electronically sign the amendment. Upon approval UMR will send the chairman a link to sign the amendment electronically through AdobeSign.

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

*Attachment (1):  
UMR Financial Renewal and Terms Amendment*

**FINANCIAL RENEWAL AMENDMENT**

This Amendment (“Amendment”) is made to the Administrative Services Agreement (“Agreement”) by and between UMR, Inc. (“UMR”) and Sweetwater County (“Customer” or “You” or “Your”), and is effective on January 1, 2026 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.**

By \_\_\_\_\_

By \_\_\_\_\_

Authorized Signature

Authorized Signature

Print Name Keaton D. West

Print Name \_\_\_\_\_

Print Title Board Chair

Print Title \_\_\_\_\_

Date 2/3/2026

Date \_\_\_\_\_

Renewal 2Q 2025  
Agreement No. 00027322.11

## Addendum #1 – Fee Schedule

These are the Fees Customer agrees to pay UMR in exchange for the Services. The following financial terms are effective for the period January 1, 2026 through December 31, 2026, unless otherwise specified.

UMR may also be referred to as TPA in this Exhibit.

Final Claims Fiduciary: UMR

PEPM means Per Employee Per Month.

PEPAPM means Per Employee Per Account Per Month.

Service Code	Service	Fee
<b>Medical Fees</b>		
0001	Medical Fee (Plans 011-014, 015, 016)	\$28.21 PEPM through 12.31.2028
0914	Medical Fee (Plan 006)	\$28.21 PEPM through 12.31.2028
<b>Credits</b>		
2136	Aggregate growth credit	\$3.00 PEPM (Pareto captive); the basis for the fee would be PEPM but the amount of the credit will vary between captives.
<b>Account Services</b>		
0200	ID card production and issuance mailed to Employee's home	Included in Medical Fee
0926	Electronic Summary of Benefits and Coverage ("SBC") creation with data UMR has on file for the Plan, initial SBC plus one amendment per year.	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
1002	External pharmacy benefit manager interface Fee	\$6.00 PEPM through 12.31.2028
<b>Online Customer Reporting Services</b>		
0417	Custom ad-hoc reports	2 hours per year included in Medical Fee, then \$100 per hour
1203	New York Surcharge, filing and administration	Included in Medical Fee
<b>Banking Services</b>		
0307	Custodial banking maintenance	\$500.00 Per Month
<b>Claim Services</b>		
2298	Cost Reduction & Savings Reference 2.0 Program <ul style="list-style-type: none"> <li>• Offers reimbursement methodologies for emergent and non-emergent out of network claims which calculates allowed amounts based on what a healthcare provider generally accepts for the same or similar service.</li> <li>• Includes an advocacy component where Participants can access resources and obtain assistance in explaining reimbursement methodologies</li> </ul>	32% of the Savings Obtained as a result of the program, to be paid through a withdrawal from the Bank Account. Savings Obtained means the amount billed by a health care provider minus the final amount paid to the health care provider pursuant to the out-of-network program selected by the Plan which includes amounts payable by the Participant.
		The savings used to calculate the Fee per individual claim for the program shall not exceed \$50,000. Accordingly, the Fee per individual claim will not exceed 32% of \$50,000.
2130	Federal external reviews	\$500 per review after 5 reviews
<b>Payment Integrity Services</b>		
	Fraud, Waste, and Abuse Management <ul style="list-style-type: none"> <li>• Detection and recovery of wasteful, abusive, and/or fraudulent claims.</li> </ul>	Included in Medical Fee

Service Code	Service	Fee
	<ul style="list-style-type: none"> <li>Search claims for patterns which indicate possible waste or error by identifying specific claims for additional review.</li> <li>Evaluate claims to identify inappropriate levels of care, coding and/or resource utilization.</li> <li>Management can include pre-adjudicated claims and post-adjudicated claims.</li> </ul>	
	Litigation and Arbitration Fees for Recoveries <ul style="list-style-type: none"> <li>Litigation, arbitration, or other judicial process to recover any Overpayments and other Plan recovery opportunities.</li> <li>Outside attorneys' fees and costs or administrative process fees directly incurred with litigation, arbitration, or other judicial process.</li> <li>Pre-adjudicated claims or post-adjudication claims.</li> </ul>	Outside attorneys' fees and costs or administrative process fees will be deducted from the gross recovery prior to the assessment of any applicable UMR Fees (as indicated in this Exhibit).
0105	Third Party Liability (Subrogation) <ul style="list-style-type: none"> <li>Services to recover Plan Benefits, which should be paid by a third party.</li> <li>Does not include benefits paid in connection with coordination of benefits, Medicare, or other Overpayments.</li> <li>Pre-adjudicated claims and post-adjudicated claims.</li> <li>Customer will not engage any entity except UMR to provide such services without prior UMR approval.</li> </ul>	30% of the gross recovery amount
0140	Claim Reprocessing, due to situations such as retroactive benefit or eligibility changes made by Customer	\$25.00 per claim
0148	Advanced Claim Review <ul style="list-style-type: none"> <li>Review of select targeted claims for inappropriate billing and/or coding errors.</li> <li>Utilize a variety of methods, including specialized algorithms, AI, and detection analytics.</li> <li>Performed by specialized expertise including same-specialty board certified physicians, registered nurses, and certified coders.</li> </ul>	30% of the gross recovery amount.
0174	Credit Balance Recovery <ul style="list-style-type: none"> <li>Review, validate, and recover credit balances (dollars) on existing patient accounts through a combination of analysis and technology.</li> <li>On-site at hospitals and facilities.</li> <li>Post-adjudicated claims.</li> </ul>	20% of the gross recovery amount.
Payment Integrity Service Fees related to pre-adjudicated or prevented amount savings are calculated using logic that accounts for claim level detail and past claims payment experiences, and other relevant inputs including, but not limited to, historical amounts billed and allowed for similar providers, services, and specialties.		
<b>Consumer Advocacy Services</b>		
0179	Plan Advisor (Core Member Only Advocacy Model) Plan. <ul style="list-style-type: none"> <li>Advisor member advocacy service,- a personal guide for health care</li> <li>Commits to a higher level of member service by providing a single entry point that engages, informs, educates, and connects benefits, claims, network, and care management.</li> <li>Provides increased benefit design adherence, aggressive network steerage and referral to care management services</li> <li>Offers interception and direction for any OON prior authorizations and level of benefit calls – in order to steer members into an in-network provider and to the most optimal place of service.</li> </ul>	\$3.04 PEPM through 12.31.2028
<b>CARE Services</b>		
0701	Complex condition CARE, including complex treatment plans, catastrophic events, trauma, transplant, oncology, neonatal/ pediatric behavioral health and substance use disorder (BH/SUD) and discharge support specific to BH/SUD. Services also includes access to the UMR CARE app.	\$2.06 PEPM through 12.31.2028
0702	Utilization management, the review of medical services for medical necessity and appropriateness of care prior to services being provided including certification/ notification for hospital inpatient/outpatient services, durable medical equipment, home health care, specialty injectables, behavioral health and other services, concurrent review, pre-determinations, discharge planning, readmission risk assessment retrospective review, complex condition CARE	

Service Code	Service	Fee
	referrals and independent medical reviews needed for these services when appropriate. 1.1.2026 – 12.31.2026 1.1.2027 – 12.31.2027 1.1.2028 – 12.31.2028	\$2.75 PEPM \$3.25 PEPM \$3.85 PEPM
0745	Maternity CARE, Pre-pregnancy support, pregnancy risk assessment, support person education, prenatal education and health assessment program.	\$0.67 PEPM through 12.31.2028
2332	Emerging CARE with Enhanced Behavioral Health CARE, nurses facilitate appropriate follow-up care and resources for Participants exhibiting at-risk behaviors that could lead to high-risk outcomes. Additionally, Participants with certain ongoing behavioral health and/or substance use conditions will receive support by registered nurses. Service also includes access to the UMR CARE app.	\$0.75 PEPM through 12.31.2028
<b>Transplant Centers of Excellence (COEs)</b>		
1401	Transplant Network via Centers of Excellence (COE)	
	Bone Marrow/Stem Cell	
	• Autologous less than 11 days	\$6,000 per transplant
	• Autologous 11 or more Days	\$23,000 per transplant
	• Allogeneic – related/unrelated	\$23,000 per transplant
	• Non-myeloablative allo BMT – mini	\$6,000 per transplant
	Tandem BMT	
	• Auto/Auto	\$12,000 per transplant
	• Auto/Allo (related/unrelated)	\$23,000 per transplant
	• Allo/Allo (related/unrelated)	\$23,000 per transplant
	Solid Organ	
	• Kidney	\$4,500 per transplant
	• Pancreas	\$9,000 per transplant
	• Kidney/Pancreas	\$9,000 per transplant
	• Islet Cell-Auto Pancreas	\$9,000 per transplant
	• Heart	\$12,000 per transplant
	• Lung	\$12,000 per transplant
	• Heart/Lung	\$12,000 per transplant
	• Double lung	\$23,000 per transplant
	• Intestinal, intestinal/liver, intestinal/small bowel	\$23,000 per transplant
	• Liver	\$23,000 per transplant
	• Multi-Organ*	\$23,000 per transplant
	*Except for those multi-organ transplants already listed on the fee schedule such as kidney/pancreas	
	Ventricular Assist Devices (“VAD”)	
	• VAD only – bridge to transplant (excludes heart Transplant)	10% of savings, calculated as the difference between billed charges and amounts paid pursuant to the applicable Network, not to exceed the Fee for the corresponding transplant set forth above, capped at \$12,000 per case
	• VAD only – destination therapy (VAD implant and post-implant services for 1 year)	10% of savings, calculated as the difference between billed charges and amounts paid pursuant to the applicable Network, not to exceed the Fee for the corresponding transplant set forth above, capped at \$12,000 per case
	• VAD only – destination therapy (post-implant services only)	10% of savings, calculated as the difference between billed charges and amounts paid pursuant to the applicable Network, not to exceed the Fee for the corresponding

Service Code	Service	Fee
		transplant set forth above, capped at \$12,000 per case per year
	If an additional transplant is performed to replace the initial transplant, an additional Fee equal to 50% of the original Fee shall be charged.	
	If a Participant receives transplant care, but no transplant is performed (“Early Term”), the administrative Fee will be 35% of the difference 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 set forth in the table above.	
	A transplant case referred to as Early Term includes (1) cases in which a Participant is not accepted into a Network Provider’s transplant program, (2) cases in which the Participant dies prior to transplant or VAD implant, or (3) cases in which Participant’s coverage ends prior to transplant or VAD implant.	
	Transplant Access Program (TAP) Network	Fee is 15% of savings, calculated as the difference between billed charges and amounts paid pursuant to the applicable Network, not to exceed the Fee for the corresponding transplant set forth above.
	Extra-Contractual Services	Fee is 15% of savings, calculated as the difference between charges per the applicable extra-contractual agreement 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	Fee is 15% of savings, calculated 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. Early Term applies.
	Ex Vivo Gene Therapy Services	Fee is 15% of savings, calculated 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. Early Term applies.
	Specialized Physician Review	Fee for solid organ transplants, bone marrow/stem cell transplants and other procedures and disease states: <u>Comprehensive review</u> \$1,295 for a single reviewer \$1,995 for three reviewers <u>Basic review</u> \$495 for a single reviewer \$1,295 for three reviewers <u>Expedited review</u> \$200 for each reviewer
<b>Network Services</b>		
1406	Network access Fees • UnitedHealthcare Options PPO (011-016, 015, 016)	Included in Medical Fee
<b>Stop Loss Services</b>		
0136	Preferred Stop Loss Vendor Interface. Services include daily monitoring of received/processed claims and care management transactions, premium	Included in Medical Fee

Service Code	Service	Fee
	billing and collection, and plan document changes/updates to the carrier's vendors when stop loss coverage has been placed by UMR.	
<b>Other Additional Services</b>		
0418	Certificates of Creditable/Non-creditable Coverage (Medicare Part D)	\$1.35 per certificate, subject to a \$100 minimum
0500	Conversion Administration	\$0.81 PEPM
1014	Support for Integrated Rx-Medical Accumulators	Included in Medical Fee
2274	Medical Benefit Drug Rebate Compensation	80% to Customer, the balance is retained by UMR as compensation for the services.
<b>Telemedicine Medical Services</b>		
0859	Teladoc Services (dermatology)	Included in Service Code 9933
0860	Teladoc Services (behavioral health)	\$0.30 PEPM
9933	Teladoc Services (general medicine)	\$1.25 PEPM through 12.31.2028

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.

A UMR affiliate provides payment services to the healthcare industry and offers medical providers with various payment methods and options, including electronic payments, virtual cards and checks. Some options are available to medical providers for a fee and may result in the receipt of transaction fees or other compensation (e.g., 1% to 3% of the total transaction amount, or at the election of the provider a per transaction fee of up to \$10) by a UMR affiliate.



**MEETING REQUEST FORM**

<b>Meeting Date Requested:</b> February 3, 2026	<b>Contact Phone and E-mail:</b> 307-872-3897
<b>Presenters Name, Title and Name of Organization:</b> BOCC	<b>Exact Wording for Agenda:</b> 12:00 Break
<b>Preference of Placement on Agenda &amp; Amount of Time Requested for Presentation:</b> 10 min	<b>Will there be handouts? (If yes, include with meeting request form)</b> No
<b>Will handouts require SIGNATURES?</b> No <b>SHOULD THE ITEM BE MARKED CONFIDENTIAL?</b> No	If you are submitting a Resolution or Proclamation, please forward in Word format to: shoemakers@sweetwatercountywy.gov
<b>Additional Information:</b>	
<b>Attachments:</b>	

**INSTRUCTIONS:**

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

for the next meeting date.

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



**MEETING REQUEST FORM**

<b>Meeting Date Requested:</b> February 3, 2026	<b>Contact Phone and E-mail:</b> 307-872-3724 cowanm@sweetwatercountywy.gov
<b>Presenters Name, Title and Name of Organization:</b> County Treasurer Mark Cowan	<b>Exact Wording for Agenda:</b> 12:10- County-Owned Property Sale
<b>Preference of Placement on Agenda &amp; Amount of Time Requested for Presentation:</b> 5 min	<b>Will there be handouts? (If yes, include with meeting request form)</b> Yes
<b>Will handouts require SIGNATURES?</b> Yes <b>SHOULD THE ITEM BE MARKED CONFIDENTIAL?</b> No	If you are submitting a Resolution or Proclamation, please forward in Word format to: shoemakers@sweetwatercountywy.gov
<b>Additional Information:</b>	
<b>Attachments:</b> <a href="#">Sweetwater County Property sales.pdf</a> <a href="#">County Owned Property Sales Contracts.pdf</a>	

**INSTRUCTIONS:**

- All requests to be added to the agenda, along with handouts and original documents to be signed, must be submitted in writing on the “Meeting Request Form” by Tuesday at 10:00 a.m. prior to the scheduled meeting and returned in person or electronically to Administrative Assistant Sally Shoemaker at: [shoemakers@sweetwatercountywy.gov](mailto:shoemakers@sweetwatercountywy.gov)  
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Meeting Room #115

Green River, Wyoming

[Sweetwater County Property sales.pdf](#)

[County Owned Property Sales Contracts.pdf](#)

**Background.** County is listing four county-owned properties acquired through prior tax sales; contracts authorize broker marketing and sale.

**Key terms (as written).**

- Compensation is a fixed-dollar fee per sale (not a percentage); effective rate varies with sale price.
- Exclusive Right to Sell (Seller Agency).
- Protection period: 30 days after expiration for protected buyers introduced during the term.
- MLS selected “Yes”; lockbox selected “No”. Term dates (“from \_\_\_ through \_\_\_”) appear incomplete/blank in the packet and should be completed before execution.

**Fixed fee as an effective percentage (using the listing/estimate price shown in the packet).**

<b>Property</b>	<b>Price</b>	<b>Fixed Fee</b>	<b>Effective %</b>
Buck Draw T23N R90W Sec 29 S2N2SE4NE4	\$5,000	\$1,500	30.00%
Buck Draw T23N R90W Sec 11 NW4SE4SW4	\$5,000	\$1,500	30.00%
Buck Draw T23N R91W Sec 1 N2NE4NW4	\$9,000	\$1,500	16.67%
810 Primrose Ave, Bairoil WY 82322	\$32,000	\$3,000	9.38%

**Decision points / recommended action.** By signing, the County grants exclusive listing authority, authorizes marketing (including MLS), and agrees to pay the fixed fee at closing if the property sells during the term. The agreement also includes provisions that can trigger the fee if a ready, willing, and able buyer is produced and the County declines to proceed, plus a 30-day post-expiration protection period. If proceeding, complete and verify start/end dates on each listing agreement before execution and confirm Board comfort with the effective fee levels (notably the \$1,500 fee on \$5,000 listings).

CMA Summary Report

LOTS AND LAND Summary Statistics

High	Low	Average	Median
LP:\$200,000	\$170,000	\$187,500	\$190,000
SP:\$180,000	\$157,000	\$169,000	\$170,000

LOTS AND LAND - Active

Number of Properties: 1

Num	Address	MLS #	Area	Price	# Acres	SldPrcSqft	DOM	LP
1	23 Tipton Street	20242131	SWEETWATER COUNTY	\$200,000	4.6700		617	\$200,000

LOTS AND LAND - Sold

Number of Properties: 3

Num	Address	MLS #	Area	Price	# Acres	DOM	LP	SP
1	8 Tipton Street	20242130	SWEETWATER COUNTY	\$157,000	4.5200	565	\$200,000	\$157,000
2	9 TIPTON Street	20242132	SWEETWATER COUNTY	\$170,000	4.2900	590	\$170,000	\$170,000
3	22 TIPTON Street	20242133	SWEETWATER COUNTY	\$180,000	4.3100	131	\$180,000	\$180,000
Avg				\$169,000	4.37	428	\$183,333	\$169,000
Min				\$157,000	4.29	131	\$170,000	\$157,000
Max				\$180,000	4.52	590	\$200,000	\$180,000
Med				\$170,000	4.31	565	\$180,000	\$170,000

*Handwritten note:*  
 Listed in 2024 & Sold

*Handwritten notes in yellow boxes:*  
 .80  
 .91  
 .96

*Handwritten note:* Price per sq. ft.

**CMA Summary Report**

**LOTS AND LAND Summary Statistics**

High	Low	Average	Median
LP:\$69,500	\$15,000	\$38,375	\$42,500
SP:\$50,000	\$15,000	\$25,125	\$17,750

**LOTS AND LAND - Active**

**Number of Properties: 4**

Num	Address	MLS #	Area	Price	# Acres	SldPrcSqft	DOM	LP	
1	West Parcel BLM Road 3202	20253187	SWEETWATER COUNTY	\$42,500	80.0000		208	\$42,500	.01
2	East Parcel BLM Road 3202	20253188	SWEETWATER COUNTY	\$42,500	80.0000		208	\$42,500	.01
3	160 Acres Stewart Creek	20253193	SWEETWATER COUNTY	\$52,000	160.0000		209	\$52,000	.01
4	BLM Road 3202	20253186	SWEETWATER COUNTY	\$69,500	160.0000		208	\$69,500	.01
Avg				\$51,625	120.00		208	\$51,625	
Min				\$42,500	80.00		208	\$42,500	
Max				\$69,500	160.00		209	\$69,500	
Med				\$47,250	120.00		208	\$47,250	

*Listed in 2025*

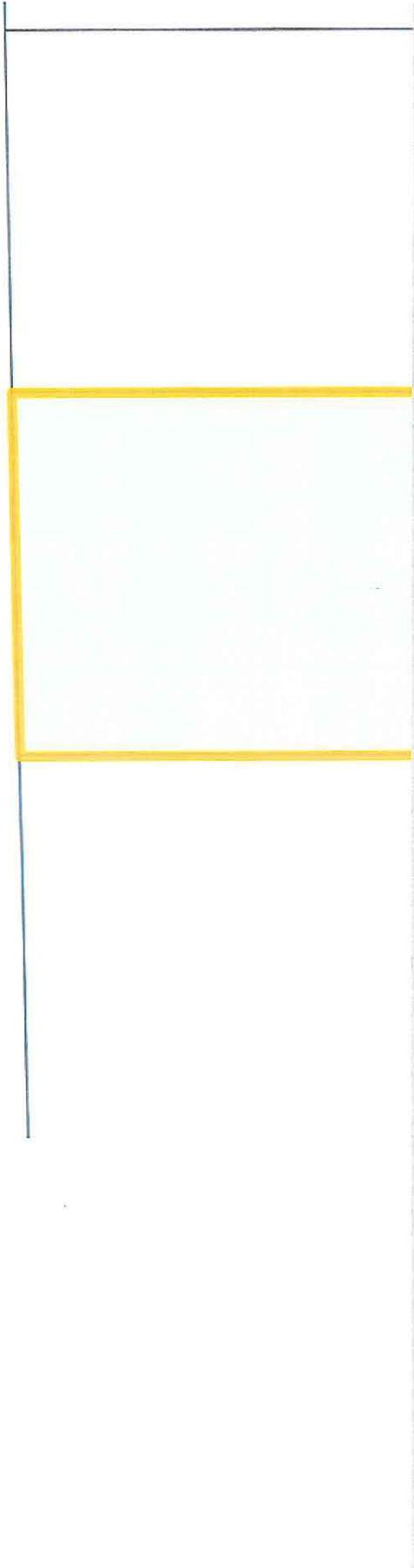
*Price Per Sq ft.*

**LOTS AND LAND - Sold**

**Number of Properties: 4**

Num	Address	MLS #	Area	Price	# Acres	DOM	LP	SP	
1	0 MCDONALD RED DESERT	20223964	SWEETWATER COUNTY	\$15,000	40.0000	738	\$15,000	\$15,000	.01
2	0000 Red Desert Property	20244465	SWEETWATER COUNTY	\$17,500	40.0000	55	\$17,500	\$17,500	.01
3	000 Buck Draw	20243944	SWEETWATER COUNTY	\$18,000	40.0000	355	\$18,000	\$18,000	.01
4	TBD Red Desert	20244844	SWEETWATER COUNTY	\$50,000	27.7000	209	\$50,000	\$50,000	<i>Hrs Utilities</i>
Avg				\$25,125	36.93	339	\$25,125	\$25,125	
Min				\$15,000	27.70	55	\$15,000	\$15,000	
Max				\$50,000	40.00	738	\$50,000	\$50,000	
Med				\$17,750	40.00	282	\$17,750	\$17,750	

*Listed & sold from 2022-2024*



Layers Info Drawing

1 Parcel Zoom to parcel

- Parcel: 2390-29-1-00-180-00
- Account#: R0127709 Property Detail
- Property Taxes: R0127709 Treasurer
- Owner: SWEETWATER COUNTY
- Mail Addr: 80 W FLAMING GORGE WAY
- Mail Addr: GREEN RIVER, WY 82935-4252
- Deed: 0927 CONV 1308 2000-08-15
- Location: T23N R90W SEC 29 S2N2SE4NE4
- Tax Classification: Res Vacant Land
- Tax Roll Acreage: 10.00 acres

*4356-5000*

200 ft



Shopping Cart: 0 items [\$0.00]

[New Search](#)

[History](#)

[Payoff](#)

[PayTaxes](#)

[Help](#)

**Account #:** 127709

**Status:** Paid  
**Realware#:** R0127709  
**Receipt:** 18086

**2025 Owner(s):**  
SWEETWATER COUNTY

**Mailing Address:**  
80 W FLAMING GORGE WAY STE 109  
GREEN RIVER, WY 829354252

**Levy District:**  
0100, SD 1 OUT

**2025 Value:**

**Market Value** \$3,580  
**Taxable:** \$340  
**Vet Exempt:** \$0  
**Net Taxable:** \$340

[Detail](#)

**2025 Taxes:**

[View Pie Charts](#)

<b>First Half:</b>	\$11.52	<b>Due:</b> 11/10/2025
<b>Second Half:</b>	\$11.52	<b>Due:</b> 5/11/2026
<b>Total:</b>	\$23.04	

[Detail](#)

**2025 Payments:**

<b>First Half:</b>	\$11.52
<b>Second Half:</b>	\$11.52
<b>Total:</b>	\$23.04

(May include penalty & interest)

**2025 Legal Records:**

**Geo Code:** 04-2390-29-1-00-180.00

**Property address:** BUCK DRAW  
**Legal:** T23N R90W SEC 29 S2N2SE4NE4

**Note:** The accuracy of this data is not guaranteed.

Web data was last updated 01/15/2026 10:00 AM.

**Send Payments To:**

**Sweetwater County Treasurer**  
80 W Flaming Gorge Way Suite 139  
Green River, Wyoming 82935  
(307) 872-3720



# Detail of R0127709

Parcel	
PIDN: 2390-29-1-00-180-00	
Tax District: 0100	
Property Owner(s): SWEETWATER COUNTY	
Mailing Address: 80 W FLAMING GORGE WAY GREEN RIVER, WY 82935-4252	
Deed: 0927 CONV 1308, 08/15/2000	
Location: T23N R90W SEC 29 S2N2SE4NE4	
2025 Actual Value: \$	3,580 (\$ 3,580 Land + \$ 0 Improvements)
2025 Assessed Value: \$	340

Land	
Acres	Class
10.00	Residential
<b>10.00</b>	<b>Total Acres</b>



EXCLUSIVE RIGHT TO SELL LISTING CONTRACT  
SELLER AGENCY  
(NON-AGRICULTURAL)  
(VACANT LAND)

I. **EXCLUSIVE RIGHT TO SELL LISTING CONTRACT**, from LISTING DATE through \_\_\_\_\_, inclusive, for and in consideration of the real estate brokerage services described below to be performed by Brokerage Southwest \_\_\_\_\_, duly-licensed Wyoming real estate broker (hereinafter "Broker"), and Sweetwater County (hereinafter "Seller"), whether one or more, hereby lists with said Broker, upon the terms and conditions set forth herein, the following described property situated in the County of Sweetwater Wyoming, commonly known as Buck Draw T23N R90W SEC 29 S2N2SE4NE4 and more particularly described as ("Property") T23N R90W SEC 29 S2N2SE4NE4

II. **SELLER AUTHORIZATION AND AGENCY**

- A. Seller hereby grants to Broker an exclusive right to sell such property within said time at the price and on the terms herein stated, or at such other price and terms which may be accepted by Seller.
- B. Seller hereby acknowledges that Broker and any subagents are acting as Seller's Agents unless a Buyer who has signed an Exclusive Right to Buy Contract with Broker wants to look at or submit an offer on property Broker has listed for the Seller. In that event, if the Seller and Buyer have agreed in writing by signing a Consent Amendment and In-Company Transaction Disclosure, Broker's relationships with the Buyer and Seller will change to Intermediary relationships with both the Buyer and Seller. An Intermediary is not an agent but may assist the parties throughout the transaction with communication, contract terms, and closing of the transaction. Alternatively, the Responsible Broker may designate separate licensees to work with the Buyer as Buyer's Agent and Seller as Seller's Agent and notify Buyer and Seller of such designation of Agency. No Seller or Buyer shall be vicariously liable for a Broker's act or omissions that have not been approved, directed, or ratified by the Seller or Buyer.
- C. Seller has received and read a Real Estate Brokerage Disclosure Form which is made a part of the Contract and is **attached hereto**.
- D. Seller acknowledges that this Agreement is the initial agreement between the Parties and that compensation is the Broker's agreed upon and appropriate compensation for services performed and that Seller will not be liable for a greater commission for agreeing to a new brokerage relationship with Broker.
- E. Seller further authorizes Broker, at **Broker's expense**, to:
  - 1. Accept earnest money deposits and retain such deposits in its trust account or with an authorized funds holder until the parties thereto have agreed in writing to the disbursement of such deposits;
  - 2. Advertise the property, place a For Sale sign on the property, show the property at reasonable times, and conduct open house promotions;
  - 3. Seller hereby authorizes and directs Broker to disclose to any MLS or Board of REALTORS® of which it is a member, all prospective Subagents, prospective Buyers and/or Buyer's Agents, certified appraisers, and/or prospective Intermediaries, conditions disclosed by Seller to Broker regarding the real and/or personal property. Submit to MLS: (select one)  Yes  No; Install a lock box: (select one)  Yes  No
  - 4. Offer cooperation and compensation to brokers who: (select applicable)
    - Are acting as Subagents, Broker shall offer compensation as follows //// \_\_\_\_\_ percent of the gross sales price or \$0.00
    - Are acting as Buyer's Agents, Broker shall offer compensation as follows //// \_\_\_\_\_ percent of the gross sales price or \$750.00
    - Are acting as Intermediaries, Broker shall offer compensation as follows //// \_\_\_\_\_ percent of the gross sales price or \$750.00
    - Are acting as Licensees with Customer, Broker shall offer compensation as follows /// \_\_\_\_\_ percent of the gross sales price or \$750.00

- 49 5. Report the closed sale and the terms thereof to any MLS or Board of REALTORS® of which it is a  
50 member for further release to its members, or to potential clients, certified appraisers, or customers, for  
51 their use as comparable market data and statistics; and  
52 6. List properties for other prospective Sellers without breaching any duty or obligation to Seller.  
53

54 **III. PRICE AND TERMS**

55 The Listing price shall be (\$5,000.00 \_\_\_\_\_) Dollars payable upon the following terms and  
56 conditions: (select applicable)  Cash  Assumption  New Loan  Seller Financing (see terms in additional  
57 provisions).  
58

59 **IV. BROKER COMPENSATION**

- 60 A. The amount or rate of real estate commission is not fixed by law. It is set by each Broker individually and  
61 may be negotiable between Seller and Broker.  
62 B. Seller hereby agrees to pay Broker as compensation for Broker's services: (select applicable)  
63  \_\_\_\_\_ % of the purchase price  \$1,500.00  
64  Other \_\_\_\_\_  
65 C. In case of any sale or exchange of the subject property within said listing period by Broker, or by any  
66 person, Seller shall pay the compensation at closing.  
67 D. "Sale," as used in this Contract shall include, but is not limited to, any exchange of the Property; any  
68 contribution or conveyance of the Property or any interest therein to any person or business entity; or the  
69 granting of an option to purchase the Property.  
70 E. Seller shall pay Broker the compensation at closing but no later than seven (7) days of the date written  
71 demand is mailed by Broker to Seller upon the occurrence of any of the following events:  
72 1. If Seller shall, within the listing period provided herein, either reject or fail to accept a written offer to  
73 purchase the subject property from a Buyer who is ready, willing, and able to purchase the subject  
74 property for the price and upon the terms provided herein at a time when another written offer to  
75 purchase the property has not been accepted by Seller; **OR**  
76 2. In the event that a commission is earned for the lease, sale, or exchange of this property by another  
77 Wyoming licensed real estate Broker with whom Seller lists the property at any time after termination  
78 of this Contract, the protection stated above shall be waived so that Seller is not liable for dual  
79 commissions. If Seller shall refuse to close a sale of the subject property even though Seller, within  
80 said listing period, has entered into a fully executed contract for the sale of said property; **OR**  
81 3. If Seller shall refuse to close a sale of the subject property even though Seller, within said listing period  
82 has entered into a fully executed contract for the sale of said property.  
83 4. If the Property or any part thereof is sold, exchanged, leased, placed under contract or optioned, or if  
84 any other transaction occurs which causes or will cause an effective change of ownership of the  
85 Property from Seller to a third party within 30 days after the expiration of this Contract, to or  
86 with any person, firm, corporation or other entity or anyone acting for such person, firm, corporation  
87 or other entity to whom the property was introduced by Seller, Broker or any of Broker's Salespeople  
88 or by any other person, and whose name was disclosed by Broker to Seller, in any manner, including  
89 in writing, electronically or orally, prior to expiration of this Contract or, if not provided to Seller prior  
90 to expiration, by written notice, deposited in the U.S. Mail, certified mail, return receipt requested and  
91 postage prepaid, before midnight of the seventh (7th) day following the date of the termination of this  
92 Contract exclusive of the date of termination. A written offer to purchase or otherwise transact on the  
93 Property submitted to Seller during the term of this Contract shall constitute the notice required by this  
94 subparagraph without further notice to Seller.  
95 F. In the event of forfeiture of payments made by a prospective Buyer on any contract obtained during the  
96 term of this Contract, the sums so forfeited shall be divided between Broker and Seller, \_\_\_%  
97 thereof to Broker, but not to exceed the commission agreed upon herein, and the balance to Seller.  
98 G. A lease commission of: (select applicable)  \_\_\_% of the total lease payments  
99  \$0.00  Other \_\_\_% in the event that Broker  
100 or any other person negotiates a lease acceptable to Seller during the term of this Contract, payable upon  
101 execution of a lease or by mutual agreement of all parties.  
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EXCLUSIVE RIGHT TO SELL LISTING CONTRACT, SELLER AGENCY-NONAGRICULTURAL, VACANT LAND

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V. **LIMITATION ON BROKER'S COMPENSATION** Broker shall not accept compensation from the Buyer, the Buyer's Agent, or any entity participating in or providing services for the Sale without the written consent of the Seller.

VI. **CLOSING COSTS**

- A. Seller shall pay the following additional closing costs in collected, certified, or available funds acceptable to the Closing Agent at closing;
  - 1. Recording fee for any mortgage release(s), deed preparation and Owner's title insurance policy as stated below;
  - 2. Any cost of repairs Seller agrees to pay in the Contract to Buy and Sell Real Estate; and
  - 3. Other: ////////////////////
- B. General taxes for the year of closing based on the most recent assessment, personal property taxes, prepaid rents, water rents, sewer rents, homeowner's and condominium association fees, dues or assessments, mortgage insurance premiums, and interest on encumbrances, if any and if applicable, shall be apportioned through date of closing. Assessments for all special improvements now installed, to the extent due and payable on or before closing, shall be paid by Seller. Any such installments becoming due after closing shall be paid by Buyer, in the amount of \$ 0.00 per //////// for a period of ////////.
- C. Closing Agent's fee shall be paid by: (select applicable)  Buyer  Seller  Split between Buyer and Seller evenly  Each to pay their own  Other: \_\_\_\_\_
- D. Any unreleased judgments, liens or other encumbrances affecting property included in the purchase price, and required to be paid, shall be paid by Closing Agent from the proceeds of this transaction or paid by the responsible party in collected, certified, or available funds acceptable to the Closing Agent at closing.

VII. **ITEMS INCLUDED IN PURCHASE PRICE**

- A. Price shall include all fixtures currently on premises with the following fixture exceptions: ////////
- B. Non-fixture items included in the purchase price: //////
- C. The price shall also include any propane or other heating liquid remaining in any tank on the premises on the date of closing.

VIII. **TITLE**

- A. The Owners of Record are Sweetwater County \_\_\_\_\_ who hold such fee interest as: (select applicable)  Sole Ownership  Husband and Wife  A Married Couple/Tenants by Entirety  Joint Tenants with Right of Survivorship  Tenants in Common  Partnership  LLC  Corporation  Trust  (Other) \_\_\_\_\_
- B. The Sellers (if different from the Owner of Record) are //////
- C. In case of sale or exchange, Seller agrees to furnish, at Seller's expense, an Owner's title insurance policy in an amount equal to the purchase price, showing merchantable or satisfactory title in Seller.
- D. In case of sale or exchange, Seller agrees to execute and deliver a general warranty deed, or //////// deed including the release and waiver of all homestead rights, if any, and a good and sufficient bill of sale to Buyer conveying said real and personal properties. Title shall be subject to general taxes for the year of closing, local improvement districts, guaranteed revenues to utility companies, building and zoning regulations, city, county, and state subdivision and zoning laws, easements, restrictive covenants, and reservations of record and the following additional

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encumbrances which will NOT be released or discharged at closing: ///////////////

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**IX. CLOSING AND POSSESSION**

- A. Closing shall occur as mutually agreed in writing between the parties, at a time and place which shall be designated by Listing Broker. Seller, at Seller's option, may continue to offer subject property for sale until closing. Seller understands, however, that any additional offer accepted may subject Seller to remedies provided by law for breach of the original Contract.
- B. Possession shall be delivered to Buyer as mutually agreed in writing between the Buyer and Seller.
- C. Possession shall be subject to the leases or tenancies, if any.
  - 1. Copies of all leases and/or tenants' written verifications of rental terms, security/damage deposits are **attached hereto**. Seller agrees to notify Broker of any changes in tenant status immediately.
  - 2. All security/damage deposits shall be transferred to Buyer at closing.
- D. "Closing" is defined as "the date on which all documents are either recorded or accepted by an escrow agent and the sale proceeds are available to Seller."

**X. CONDITION OF PROPERTY**

Seller agrees that any defects of a material nature regarding the condition of the property or condition of title, actually known by Broker, must be disclosed by Broker to any Buyer. Seller hereby indemnifies and holds Broker harmless from all claims arising from Seller's failure to completely and accurately disclose, on an ongoing basis during the term of this Contract, all conditions of the property, the status of all financing and encumbrances and all special facts which may be material to Broker's representation of Seller's property.

(Select A or B):

- A. Seller has completed and attaches as an addendum hereto, the Property Disclosure. All known conditions of the real and/or personal property have been set forth in that Property Disclosure.
- B. A Property Disclosure is not available.

**XI. INSPECTION**

- A. Seller agrees to permit all electrical, mechanical, structural, pest, air quality (such as mold), environmental (such as radon or lead-based paint) and/or other inspections of the property by Broker, Subagents, prospective Buyers, Buyer's Agents, Intermediary Brokers or by third persons acting on their behalf, at reasonable times, upon at least 24 hours advance notice, and without expense to Seller unless otherwise agreed in writing.
- B. Broker has no duty to conduct an independent inspection of the property for the benefit of a Buyer and has no duty to independently verify the accuracy or completeness of statements made by Seller or independent inspectors. Broker has no duty to conduct an independent investigation of Buyer's financial condition or to verify the accuracy or completeness of any statement made by Buyer.

**XII. DEFAULTS, REMEDIES AND ATTORNEY'S FEES**

- A. **TIME IS OF THE ESSENCE** hereof, and any party who fails to tender any payment, or perform any other condition hereof as herein provided, shall be in default of this Contract. In the event of default, the non-defaulting party may treat this Contract as breached and recover such damages as may be proper.
- B. In the event that any party shall become in default or breach of any of the terms of this Contract, such defaulting or breaching party shall pay all reasonable attorney's fees, costs, and other expenses which the non-breaching or non-defaulting party may incur in enforcing this Contract with or without formal proceedings. This provision shall not limit any other remedies to which the parties may otherwise be entitled.
- C. Seller agrees that in the event of any controversy regarding earnest money or things of value held by Broker and/or Closing Agent, unless Broker and/or Closing Agent receives written instructions from both Buyer and Seller as set forth in Wyoming Statutes § 33-28-122(f) regarding disposition of the earnest money or things of value, Broker and/or Closing Agent, in its sole discretion, may hold the earnest money or things

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of value or may interplead all parties and deposit the earnest money deposit or things of value into a court of competent jurisdiction. Broker and/ or Closing Agent shall be entitled to recover its attorney's fees and costs from the non-prevailing party in the action in which the funds are interplead, but if no such award or payment is made, Broker and/or Closing Agent shall recover its court costs and reasonable attorney's fees from the interpleaded funds or things of value.

**XIII. AGREEMENTS AND COVENANTS**

- A. Broker agrees that, until closing, Broker shall convey to Seller every offer and counteroffer delivered to Broker as soon as practicable after receipt.
- B. **NONDISCRIMINATION.** The parties agree not to discriminate unlawfully against any prospective Buyer because of the race, color, sex, sexual orientation, gender identity, national origin, familial status, physical or mental disability, or religion of such person.
- C. Seller agrees to refer to Broker all inquiries from other Brokers and all prospective Buyers received by Seller during the term of this Contract.
- D. Seller agrees that Broker shall not be responsible for property management or maintenance of the premises, or utilities; nor shall Broker be liable for damage of any kind occurring to the premises or injury to third parties, unless such damages or injuries shall be caused by the negligence of Broker.
- E. Seller hereby directs the holder of any note, lien, security agreement, financing statement, or other encumbrance secured by the above listed property to disclose to Broker the amount owing on said encumbrance and other terms thereof and provide copies of all documents relating to such encumbrances to Broker.
- F. The undersigned covenants that upon execution of this Contract:
  - 1. If Seller is a partnership, association, LLC, trust, or corporation, the undersigned is duly authorized to execute this Contract on behalf of such entity. **Evidence of authority is ATTACHED HERETO.**
  - 2. If Seller is a person or entity other than the owner of record, such Seller has the authority to execute this Contract and perform all of the obligations of Seller herein, including the delivery of merchantable title at closing.
  - 3. There are no outstanding or contemplated claims in connection with any insurance policy covering the above-described property, except: No known exceptions
  - 4. There are no legal proceedings that could affect title to the property such as bankruptcy, foreclosure, divorce, delinquent child support, probate, will contest, etc., except: No known exceptions
  - 5. There have been no alterations, repair work or new construction, services performed, or materials furnished during the last 12 months for which there are unpaid bills or claims, except: No known exceptions
  - 6. On items included in purchase price, there are no chattel mortgages, conditional sales contracts, security agreements, financing statements, or personal property leases affecting any materials, fixtures, appliances, furnishings, or equipment placed upon or installed in or upon said real property or the improvements thereon, except: No known exceptions
  - 7. There are no judgments or liens against the subject property or the Owner or Seller, EXCEPT general taxes for the year of closing and No known exceptions

260 **XIV. ADDITIONAL PROVISIONS**

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**XV. MISCELLANEOUS TERMS.**

- A. **DEFINED TERMS.** "N/A" is understood to mean "not applicable." This "Contract" shall refer to the Contract to Buy and Sell Real Estate attached hereto. Any reference to acceptance shall mean the date on which the last party signs this Contract or any Counteroffer without further modification and delivers the same to the other party.
- B. **EXECUTION.** This instrument may be executed in counterparts, each shall be an original, and all of which together shall constitute one instrument. A signed counterpart delivered via electronic or digital shall have the same force and effect as an original counterpart executed by such party. This Contract may not be modified except by written instrument signed by both Seller and Buyer. The parties hereto agree that electronic signatures and initials shall be legally binding.
- C. **DAYS.** All references to "days" shall be deemed to refer to business days. The term "business days" shall be defined as Monday through Friday, excluding Saturday, Sunday, and national holidays. Should any performance date or deadline contained herein fall on a weekend or national holiday, said date will automatically be extended to the next business day. The time in which any act required under this Contract is to be performed shall be computed by excluding the day on which the triggering event occurs and including the last day of such time period. All chronological times referred to in this Contract, and all other documents relating to this Contract, shall be deemed to be Mountain Standard Time or Mountain Daylight Time as applicable. Whenever a provision of this Contract establishes a date by which an event must occur, it shall be deemed to establish 5:00 PM Mountain Time on such date as the deadline for such event, unless stated otherwise.
- D. **NOTICES.** All notices required or contemplated herein shall be in writing and delivered to Buyer or Seller and shall be deemed to be delivered to either's respective broker (if working with a broker) or Buyer at contact information provided in this Contract, in the following manner: (a) by personal delivery, (b) by United States Mail (registered or certified, postage prepaid, return receipt requested), (c) via over-night delivery by a nationally recognized courier, (d) by facsimile, or (e) by email. In each case, if a party is working with a broker, notice is effective to Buyer or Seller (as applicable) if addressed to such party's broker, at the address, facsimile number, or email address for such broker as listed in the Multiple Listing Service (MLS) or as set forth below.
- E. **GOVERNING LAW AND VENUE.** This Contract shall be construed in accordance with the laws of the State of Wyoming and venue for any court action arising out of this Contract shall be in the county or counties which the Property is located.
- F. **NO MATERIAL CHANGES.** Seller shall not enter into any new leases or other agreements affecting the Property, or amendments to existing leases (including renewals) or other written agreements, without prior written approval of Buyer.
- G. **CLOSING AGENT:** A closing agent is a neutral third party who assists the buyer, seller and lender with a real and/or personal property sale and is responsible for ensuring that the necessary agreements are properly executed, including collecting the signatures of both parties, witnessing the signing, and providing copy of the agreement to both parties. The closing agent ensures that the funds are properly disbursed.

**XVI. ADDENDA ATTACHED: (Check all that apply)**

- |  |  |
|--|--|
| <input type="checkbox"/> Lead-Based Paint Disclosure                                       | <input type="checkbox"/> Easements                         |
| <input type="checkbox"/> Addendum for Additional Provisions                                | <input type="checkbox"/> Property Condition Disclosure     |
| <input checked="" type="checkbox"/> Real Estate Brokerage Disclosure Form                  | <input type="checkbox"/> 1031 Tax Deferred Exchange Notice |
| <input type="checkbox"/> Consent Amendment & In-Company Transaction Disclosure             | <input type="checkbox"/> Evidence of Authority             |
| <input type="checkbox"/> Copies of all leases and/or written verifications of rental terms | <input type="checkbox"/> Designation of Agent/Intermediary |
| <input type="checkbox"/> Preliminary Title Commitment                                      | <input type="checkbox"/> HOA/COA Documents                 |
| <input type="checkbox"/> Applicable Covenants  | <input type="checkbox"/> Other: _____                      |
| <input type="checkbox"/> Mortgage Verification   |  |

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**XVII. ACKNOWLEDGMENTS**

- A. This Contract shall be executed in multiple copies and by their signatures hereon the parties acknowledge receipt of a signed copy at the time of signing.
- B. All representations made by Broker in the negotiations of this Contract have been incorporated herein; there are no oral agreements between Seller and Broker to modify the terms and conditions hereof and this Contract may be modified only in writing and executed by all parties hereto.

**THIS IS A LEGALLY BINDING CONTRACT. IF YOU DO NOT UNDERSTAND THE TERMS AND CONDITIONS, CONSULT LEGAL OR OTHER COUNSEL BEFORE SIGNING.**

**BROKERAGE FIRM:** Brokerage Southwest

By Licensee for Brokerage Firm: *Sonya Riskus* Date 1/22/26  
Signature Sonya Riskus

Seller \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_



## SELLER'S REAL ESTATE BROKERAGE DISCLOSURE

**IMPORTANT NOTICE**  
 Brokerage Southwest  
 \_\_\_\_\_  
 (Name of Brokerage Company)

Any reference to "Broker" throughout this Disclosure and any associated real estate form shall mean "Responsible Broker, Associate Broker or Salesperson" as defined in Wyoming Statute 33-28-102.

When you select a Real Estate Brokerage Firm, Responsible Broker, Associate Broker, or Salesperson (all referred to as "Broker") to assist you in a real estate transaction, the Broker may do so in one of several capacities. In accordance with Wyoming's Brokerage Relationships Act, this notice discloses the types of working relationships that are available to you.

**Seller's Agent.** (Requires written agreement with Seller)

If a Seller signs a written listing agreement with a Broker and engages the Broker as a Seller's Agent, the broker represents the Seller. On properties listed with other brokerage companies, the Broker may work as an agent for the Seller if the Seller agrees to have the Broker work as a subagent. As an agent or subagent for the Seller, the Broker represents the Seller and owes the Seller a duty of utmost good faith, loyalty, and fidelity in addition to the **obligations** enumerated below for Intermediaries. Wyo. Stat. §33-28-303(a). The Seller may be vicariously liable for the acts of the Seller's Agent or Seller's Subagent that are approved, directed, or ratified by the Seller.

**Customer.**

A Customer is a party to a real estate transaction that has established no Intermediary or agency relationship with any Broker in that transaction. A Broker may work either as an agent for the Seller, treating Buyer as a Customer, or as an agent for Buyer, treating Seller as a Customer. When another Broker represents a Buyer or Seller, a Broker may work with the other Buyer or Seller as a Customer, having no agency or Intermediary relationship with either party. A Broker working with a Customer shall owe no duty of confidentiality to a Customer. Any information shared with the Broker may be shared with the other party to the transaction at Customer's risk. The Customer should not tell the broker any information that the Customer does not want to be shared with the other party. The Broker must treat the Customer honestly and with fairness, disclosing all material matters known by the Broker. The Broker owes the Customer the obligations enumerated below for Intermediaries, which are marked with an asterisk. Wyo. Stat. § 33-28-310(a).

**Buyer's Agent.** (Requires written agreement with Buyer)

If a Buyer signs a written Buyer's Agent Agreement with a Broker, the Broker will act as an agent for the Buyer. If so, the Broker represents the Buyer and owes the Buyer a duty of utmost good faith, loyalty, and fidelity in addition to the **obligations** enumerated below for Intermediaries. The Buyer may be vicariously liable for the acts of the Buyer's Agent that are approved, directed, and ratified by the Buyer. As a Buyer's Agent, Wyoming law requires the Broker to disclose to potential Sellers all adverse material facts, which may include material facts regarding the Buyer's financial ability to perform the terms of the transaction. Wyo. Stat. §33-28-304(c). As a Buyer's Agent, Broker has duties to disclose to the Buyer certain information; therefore, the Seller should not tell Broker any information that the Seller does not want shared with the Buyer.

**Intermediary.** (Requires written agreement with Seller and/or Buyer)

The Intermediary relationship is a non-agency relationship that may be established between a Broker and a Seller and/or a Broker and a Buyer. A Seller may choose to engage a Broker as an Intermediary when listing a property. A Buyer may also choose to engage a Broker as an Intermediary. An Intermediary shall not act as an agent or advocate for any party and shall be limited to providing those services set forth below. Wyo. Stat. § 33-28-305.

As an Intermediary (Non-Agent), Broker will not represent you or act as your agent. The parties to a transaction are not legally responsible for the actions of an Intermediary, and an Intermediary does not owe the parties the duties of an agent, including the fiduciary duties of loyalty and fidelity. Broker will have the following **obligations** to you:

- perform the terms of any written agreement made by the Intermediary with any party or parties to the transaction;
- exercise reasonable skill and care; \*
- advise the parties to obtain expert advice as to material matters about which the Intermediary knows but the specifics of which are beyond the expertise of the Intermediary; \*

- present all offers and counter offers in a timely manner; \*
- account promptly for all money and property Broker received; \*
- keep you fully informed regarding the transaction; \*
- obtain the written consent of the parties before assisting the Buyer and Seller in the same real estate transaction as an Intermediary to both parties to the transaction;
- assist in complying with the terms and conditions of any contract and with the closing of the transaction; \*
- disclose to the parties any interests the Intermediary may have which are averse to the interest of either party;
- disclose to prospective Buyers, known adverse material facts about the property; \*
- disclose to prospective Sellers, any known adverse material facts, including adverse material facts, pertaining to the Buyer's financial ability to perform the terms of the transaction; \*
- disclose to the parties that an Intermediary owes no fiduciary duty either to Buyer or Seller, is not allowed to negotiate on behalf of the Buyer or Seller, and may be prohibited from disclosing information about the other party, which if known, could materially affect negotiations in the real estate transaction.

As Intermediary, Broker will disclose all information to each party but will not disclose the following information without your informed consent:

- that you may be willing to agree to a price different than the one offered;
- the motivating factors for buying or selling the property;
- that you will agree to financing terms other than those offered; or
- any material information about you, unless disclosure is required by law or if lack of disclosure would constitute dishonest dealing or fraud.

### **Change From Agent to Intermediary In-House Transaction**

If a Buyer who has signed a Buyer Agency Agreement with Broker wants to look at or submit an offer on property Broker has listed as an agent for the Seller, the Seller and the Buyer may consent in writing to allow Broker to change to an Intermediary (non-agency) relationship with both the Buyer and the Seller. Wyo. Stat. § 33-28-307.

An established relationship cannot be modified without the written consent of the Buyer or the Seller. The Buyer or Seller may, but is not required to, negotiate different commission fees as a condition to consenting to a change in relationship.

**Designated Agent.** (requires written designation by the brokerage firm and acknowledgment by the Buyer or Seller)

A designated agent means a licensee who is designated by a responsible broker to serve as an agent or Intermediary for a Seller or Buyer in a real estate transaction. Wyo. Stat. § 33-283-301(a)(x).

In order to facilitate a real estate transaction, a Brokerage Firm may designate a licensee as your agent or Intermediary. The Designated Agent will have the same duties to the Buyer and Seller as a Buyer's or Seller's Agent or Intermediary. The Broker or an appointed "transaction manager" will supervise the transaction and will not disclose to either party confidential information about the Buyer or Seller. The designation of agency may occur at the time the Buyer or Seller enters into an agency agreement with the Brokerage Firm, or the designation of agency may occur later if an "in house" real estate transaction occurs. At the time, the Broker or "transaction manager" will immediately disclose to the Buyer and Seller that designated agency will occur.

**\* Duties Owed by An Agent But Not Owed By An Intermediary.**

**WHEN ACTING AS THE AGENT FOR ONE PARTY (EITHER BUYER OR SELLER), BROKER HAS FIDUCIARY DUTIES OF UTMOST GOOD FAITH, LOYALTY, AND FIDUCIARY TO THAT ONE PARTY. A BROKER ENGAGED AS AN INTERMEDIARY DOES NOT REPRESENT THE BUYER OR THE SELLER AND WILL NOT OWE EITHER PARTY THOSE FIDUCIARY DUTIES. HOWEVER, THE INTERMEDIARY MUST EXERCISE REASONABLE SKILL AND CARE AND MUST COMPLY WITH WYOMING LAW. AN INTERMEDIARY IS NOT AN AGENT OR ADVOCATE FOR EITHER PARTY. SELLER AND BUYER SHALL NOT BE LIABLE FOR ACTS OF AN INTERMEDIARY. SO LONG AS THE INTERMEDIARY COMPLIES WITH THE REQUIREMENTS OF WYOMING'S BROKERAGE RELATIONSHIPS ACT. WYO. STAT. § 33-28-306(a)(iii).**

**THIS WRITTEN DISCLOSURE AND ACKNOWLEDGEMENT, BY ITSELF, SHALL NOT CONSTITUTE A CONTRACT OR AGREEMENT WITH THE BROKER OR HIS/HER FIRM. UNTIL THE BUYER OR SELLER**

SELLER'S REAL ESTATE BROKERAGE DISCLOSURE

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**EXECUTES THIS DISCLOSURE AND ACKNOWLEDGEMENT, NO REPRESENTATION AGREEMENT SHALL BE EXECUTED OR VALID. WYO. STAT. § 33-28-306(b).**

**NO MATTER WHICH RELATIONSHIP IS ESTABLISHED, A REAL ESTATE BROKER IS NOT ALLOWED TO GIVE LEGAL ADVICE. IF YOU HAVE QUESTIONS ABOUT THIS NOTICE OR ANY DOCUMENT IN A REAL ESTATE TRANSACTION, CONSULT LEGAL COUNSEL AND OTHER COUNSEL BEFORE SIGNING.**

**NONDISCRIMINATION.** The parties agree not to discriminate unlawfully against any prospective Buyer because of the race, color, sex, sexual orientation, gender identity, national origin, familial status, physical or mental disability, or religion of such person.

**The amount or rate of a real estate commission for any brokerage relationship is not fixed by law. It is set by each Broker individually and may be negotiable between the Buyer or Seller and the Broker.**

On January 22, 2026 (date), I provided Seller with a copy of this Real Estate Brokerage Disclosure and have kept a copy for my records.

**BROKERAGE FIRM** Brokerage Southwest

By Licensee for Brokerage Firm Sonya Riskus

I/We have been given a copy and have read this Real Estate Brokerage Disclosure on \_\_\_\_\_ (date) \_\_\_\_\_ (time) and hereby acknowledge receipt and understanding of this Disclosure.

Seller's Signature \_\_\_\_\_

Seller's Signature \_\_\_\_\_

Seller's Signature \_\_\_\_\_

Seller's Signature \_\_\_\_\_

This Real Estate Brokerage Disclosure was presented to Seller and Seller refused to sign above.

Broker/Licensee \_\_\_\_\_ Date \_\_\_\_\_

Seller's Name Sweetwater County



1 **This Estimate is Prepared For:**

2 Sweetwater County

3 \_\_\_\_\_

4 \_\_\_\_\_

5 **Property Address:** Buck Draw T23N R90W SEC 29 S2N2SE4NE4

6 **Estimated Date of Closing:** \_\_\_\_\_

7 **In Reference to Contract:** \_\_\_\_\_

8 \_\_\_\_\_

9 **Selling Price**

\$ 5,000.00

10 First Mortgage Payoff

\$ \_\_\_\_\_

11 Other Mortgage Payoff

\$ \_\_\_\_\_

12 \_\_\_\_\_

13 Brokerage Fee

\$ 1,500.00

14 Listing Side

\$ 750.00

15 Selling Side

\$ 750.00

16 Title Insurance Premium

\$ \_\_\_\_\_

17 Interest on Existing Mortgages

\$ \_\_\_\_\_

18 Seller Paid Discount Points

\$ \_\_\_\_\_

19 Homeowners Fee Adjustment

\$ \_\_\_\_\_

20 Property Tax Prorated

\$ \_\_\_\_\_

21 Home Warranty Program

\$ \_\_\_\_\_

22 Recording Fees (Mortgage Releases)

\$ 50.00

23 Required Repairs

\$ \_\_\_\_\_

24 Express Payoff to Mortgage Holder

\$ \_\_\_\_\_

25 Closing Agent's Fee

\$ 175.00

26 Deed Preparation:

\$ \_\_\_\_\_

27 Seller Concessions:

\$ \_\_\_\_\_

28 Seller Concessions:

\$ \_\_\_\_\_

29 Other Expenses:

\$ \_\_\_\_\_

30 Other Expenses:

\$ \_\_\_\_\_

31 Other Expenses:

\$ \_\_\_\_\_

32 Other Expenses:

\$ \_\_\_\_\_

33 Estimated Costs of Sales

\$ 1,725.00

34 \_\_\_\_\_

35 **Net Proceeds from Sale**

\$ 3,275.00

36 \_\_\_\_\_

37 Estimated and Prepared by: \_\_\_\_\_

38 Firm Name Brokerage Southwest

39 Address \_\_\_\_\_

40 City, State, Zip \_\_\_\_\_

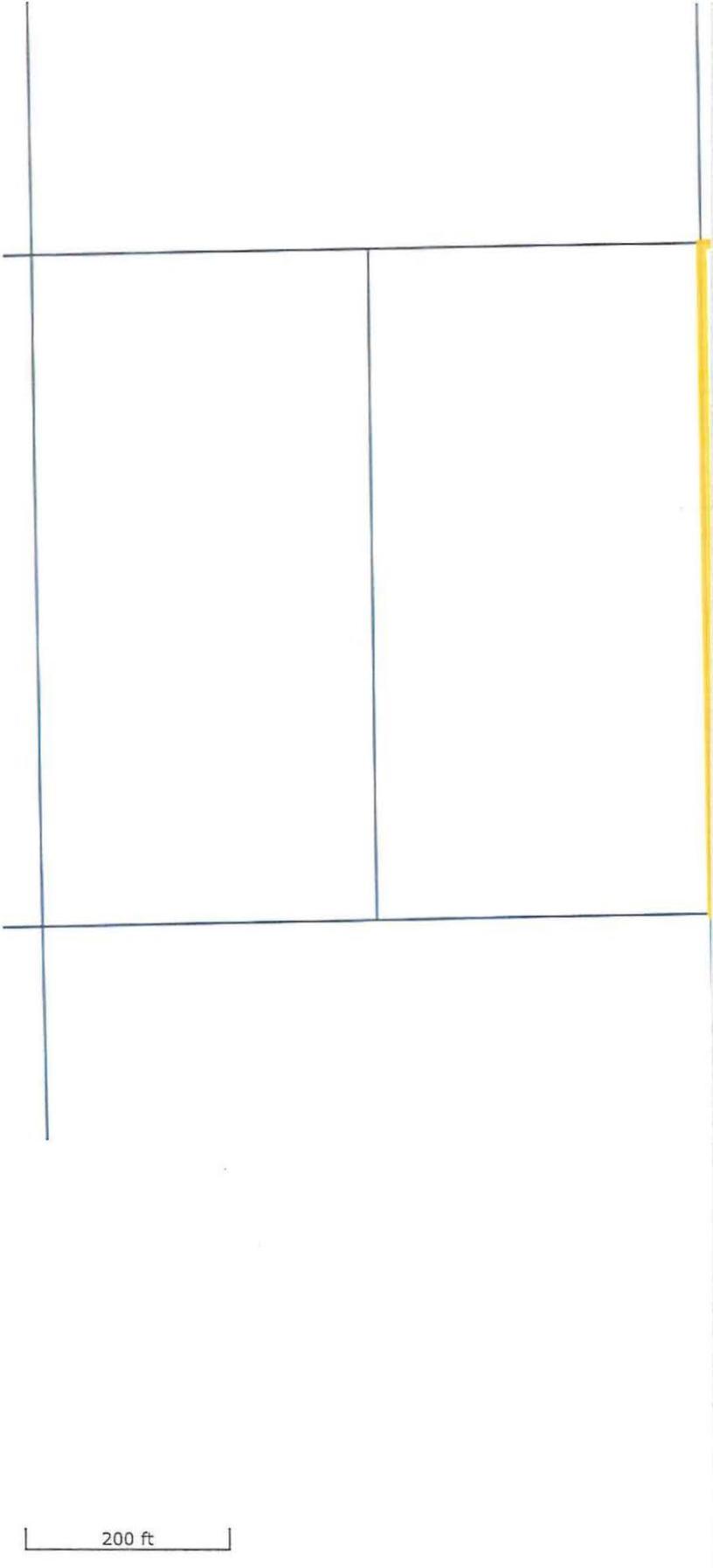
41 Date Prepared: \_\_\_\_\_

Seller(s) Initials \_\_\_\_\_

42 \_\_\_\_\_

43 \_\_\_\_\_

**All Information believed reliable but not warranted.**



Layers Info Drawing

1 Parcel Zoom to parcel

- Parcel: 2390-11-3-00-089-00
- Account#: R0127619 Property Detail
- Property Taxes: R0127619 Treasurer
- Owner: SWEETWATER COUNTY
- Mail Addr: 80 W FLAMING GORGE WAY
- Mail Addr: GREEN RIVER, WY 82935-4252
- Deed: 0927 CONV 1305 2000-08-15
- Location: T23N R90W SEC 11 NW4SE4SW4
- Tax Classification: Res Vacant Land
- Tax Roll Acreage: 10.00 acres

4356-5000-

200 ft



Shopping Cart: 0 items [\$0.00]

[New Search](#)

[History](#)

[Payoff](#)

[PayTaxes](#)

[Help](#)

**Account #:** 127619

**Status:** Paid  
**Realware#:** R0127619  
**Receipt:** 18005

**2025 Owner(s):**  
SWEETWATER COUNTY

**Mailing Address:**  
80 W FLAMING GORGE WAY STE 109  
GREEN RIVER, WY 829354252

**Levy District:**  
0100, SD 1 OUT

#### 2025 Value:

**Market Value** \$3,580  
**Taxable:** \$340  
  
**Vet Exempt:** \$0  
  
**Net Taxable:** \$340

[Detail](#)

#### 2025 Taxes:

[View Pie Charts](#)

<b>First Half:</b>	\$11.52	<b>Due:</b> 11/10/2025
<b>Second Half:</b>	\$11.52	<b>Due:</b> 5/11/2026
<b>Total:</b>	\$23.04	

[Detail](#)

#### 2025 Payments:

<b>First Half:</b>	\$11.52
<b>Second Half:</b>	\$11.52
<b>Total:</b>	\$23.04

(May include penalty & interest)

#### 2025 Legal Records:

**Geo Code:** 04-2390-11-3-00-089.00

**Property address:** BUCK DRAW  
**Legal:** T23N R90W SEC 11 NW4SE4SW4

**Note:** The accuracy of this data is not guaranteed.

Web data was last updated 01/15/2026 10:00 AM.

Send Payments To:

**Sweetwater County Treasurer**  
80 W Flaming Gorge Way Suite 139  
Green River, Wyoming 82935  
(307) 872-3720



# Detail of R0127619

Parcel	
PIDN: 2390-11-3-00-089-00	
Tax District: 0100	
Property Owner(s): SWEETWATER COUNTY	
Mailing Address: 80 W FLAMING GORGE WAY GREEN RIVER, WY 82935-4252	
Deed: 0927 CONV 1305, 08/15/2000	
Location: T23N R90W SEC 11 NW4SE4SW4	
2025 Actual Value: \$	3,580 (\$ 3,580 Land + \$ 0 Improvements)
2025 Assessed Value: \$	340

Land	
Acres	Class
10.00	Residential
<b>10.00</b>	<b>Total Acres</b>



EXCLUSIVE RIGHT TO SELL LISTING CONTRACT  
SELLER AGENCY  
(NON-AGRICULTURAL)  
(VACANT LAND)

1 I. **EXCLUSIVE RIGHT TO SELL LISTING CONTRACT**, from \_\_\_\_\_ through \_\_\_\_\_,  
2 inclusive, for and in consideration of the real estate brokerage services described below to be performed by  
3 Brokerage Southwest \_\_\_\_\_, duly-licensed Wyoming real estate broker  
4 (hereinafter "Broker"), and Sweetwater County \_\_\_\_\_ (hereinafter "Seller"),  
5 whether one or more, hereby lists with said Broker, upon the terms and conditions set forth herein, the following  
6 described property situated in the County of Sweetwater \_\_\_\_\_ Wyoming, commonly known as  
7 Buck Draw T23N R90W SEC 11 NW4SE4SW4  
8 and more particularly described as ("Property") T23N R90W SEC 11 NW4SE4SW4  
9  
10  
11

12 II. **SELLER AUTHORIZATION AND AGENCY**

- 13 A. Seller hereby grants to Broker an exclusive right to sell such property within said time at the price and on
- 14 the terms herein stated, or at such other price and terms which may be accepted by Seller.
- 15 B. Seller hereby acknowledges that Broker and any subagents are acting as Seller's Agents unless a Buyer
- 16 who has signed an Exclusive Right to Buy Contract with Broker wants to look at or submit an offer on
- 17 property Broker has listed for the Seller. In that event, if the Seller and Buyer have agreed in writing by
- 18 signing a Consent Amendment and In-Company Transaction Disclosure, Broker's relationships with the
- 19 Buyer and Seller will change to Intermediary relationships with both the Buyer and Seller. An Intermediary
- 20 is not an agent but may assist the parties throughout the transaction with communication, contract terms,
- 21 and closing of the transaction. Alternatively, the Responsible Broker may designate separate licensees to
- 22 work with the Buyer as Buyer's Agent and Seller as Seller's Agent and notify Buyer and Seller of such
- 23 designation of Agency. No Seller or Buyer shall be vicariously liable for a Broker's act or omissions that
- 24 have not been approved, directed, or ratified by the Seller or Buyer.
- 25 C. Seller has received and read a Real Estate Brokerage Disclosure Form which is made a part of the Contract
- 26 and is **attached hereto**.
- 27 D. Seller acknowledges that this Agreement is the initial agreement between the Parties and that compensation
- 28 is the Broker's agreed upon and appropriate compensation for services performed and that Seller will not
- 29 be liable for a greater commission for agreeing to a new brokerage relationship with Broker.
- 30 E. Seller further authorizes Broker, at **Broker's expense**, to:
  - 31 1. Accept earnest money deposits and retain such deposits in its trust account or with an authorized funds
  - 32 holder until the parties thereto have agreed in writing to the disbursement of such deposits;
  - 33 2. Advertise the property, place a For Sale sign on the property, show the property at reasonable times,
  - 34 and conduct open house promotions;
  - 35 3. Seller hereby authorizes and directs Broker to disclose to any MLS or Board of REALTORS® of which
  - 36 it is a member, all prospective Subagents, prospective Buyers and/or Buyer's Agents, certified
  - 37 appraisers, and/or prospective Intermediaries, conditions disclosed by Seller to Broker regarding the
  - 38 real and/or personal property. Submit to MLS: (select one)  Yes  No; Install a lock box: (select
  - 39 one)  Yes  No
  - 40 4. Offer cooperation and compensation to brokers who: (select applicable)
  - 41  Are acting as Subagents, Broker shall offer compensation as follows //// percent of
  - 42 the gross sales price or \$0.00
  - 43  Are acting as Buyer's Agents, Broker shall offer compensation as follows //// percent of
  - 44 the gross sales price or \$750.00
  - 45  Are acting as Intermediaries, Broker shall offer compensation as follows //// percent of
  - 46 the gross sales price or \$750.00
  - 47  Are acting as Licensees with Customer, Broker shall offer compensation as follows /// percent
  - 48 of the gross sales price or \$750.00

- 49 5. Report the closed sale and the terms thereof to any MLS or Board of REALTORS® of which it is a  
50 member for further release to its members, or to potential clients, certified appraisers, or customers, for  
51 their use as comparable market data and statistics; and  
52 6. List properties for other prospective Sellers without breaching any duty or obligation to Seller.  
53

54 **III. PRICE AND TERMS**

55 The Listing price shall be (\$5,000.00 ) Dollars payable upon the following terms and  
56 conditions: (select applicable)  Cash  Assumption  New Loan  Seller Financing (see terms in additional  
57 provisions).  
58

59 **IV. BROKER COMPENSATION**

- 60 A. The amount or rate of real estate commission is not fixed by law. It is set by each Broker individually and  
61 may be negotiable between Seller and Broker.  
62 B. Seller hereby agrees to pay Broker as compensation for Broker's services: (select applicable)  
63  \_\_\_\_\_ % of the purchase price  \$1,500.00  
64  Other \_\_\_\_\_  
65 C. In case of any sale or exchange of the subject property within said listing period by Broker, or by any  
66 person, Seller shall pay the compensation at closing.  
67 D. "Sale," as used in this Contract shall include, but is not limited to, any exchange of the Property; any  
68 contribution or conveyance of the Property or any interest therein to any person or business entity; or the  
69 granting of an option to purchase the Property.  
70 E. Seller shall pay Broker the compensation at closing but no later than seven (7) days of the date written  
71 demand is mailed by Broker to Seller upon the occurrence of any of the following events:  
72 1. If Seller shall, within the listing period provided herein, either reject or fail to accept a written offer to  
73 purchase the subject property from a Buyer who is ready, willing, and able to purchase the subject  
74 property for the price and upon the terms provided herein at a time when another written offer to  
75 purchase the property has not been accepted by Seller; **OR**  
76 2. In the event that a commission is earned for the lease, sale, or exchange of this property by another  
77 Wyoming licensed real estate Broker with whom Seller lists the property at any time after termination  
78 of this Contract, the protection stated above shall be waived so that Seller is not liable for dual  
79 commissions. If Seller shall refuse to close a sale of the subject property even though Seller, within  
80 said listing period, has entered into a fully executed contract for the sale of said property; **OR**  
81 3. If Seller shall refuse to close a sale of the subject property even though Seller, within said listing period  
82 has entered into a fully executed contract for the sale of said property.  
83 4. If the Property or any part thereof is sold, exchanged, leased, placed under contract or optioned, or if  
84 any other transaction occurs which causes or will cause an effective change of ownership of the  
85 Property from Seller to a third party within 30 days after the expiration of this Contract, to or  
86 with any person, firm, corporation or other entity or anyone acting for such person, firm, corporation  
87 or other entity to whom the property was introduced by Seller, Broker or any of Broker's Salespeople  
88 or by any other person, and whose name was disclosed by Broker to Seller, in any manner, including  
89 in writing, electronically or orally, prior to expiration of this Contract or, if not provided to Seller prior  
90 to expiration, by written notice, deposited in the U.S. Mail, certified mail, return receipt requested and  
91 postage prepaid, before midnight of the seventh (7th) day following the date of the termination of this  
92 Contract exclusive of the date of termination. A written offer to purchase or otherwise transact on the  
93 Property submitted to Seller during the term of this Contract shall constitute the notice required by this  
94 subparagraph without further notice to Seller.  
95 F. In the event of forfeiture of payments made by a prospective Buyer on any contract obtained during the  
96 term of this Contract, the sums so forfeited shall be divided between Broker and Seller, \_\_\_ %  
97 thereof to Broker, but not to exceed the commission agreed upon herein, and the balance to Seller.  
98 G. A lease commission of: (select applicable)  \_\_\_ % of the total lease payments  
99  \$0.00  Other \_\_\_ in the event that Broker  
100 or any other person negotiates a lease acceptable to Seller during the term of this Contract, payable upon  
101 execution of a lease or by mutual agreement of all parties.  
102

EXCLUSIVE RIGHT TO SELL LISTING CONTRACT, SELLER AGENCY-NONAGRICULTURAL, VACANT LAND

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V. **LIMITATION ON BROKER'S COMPENSATION** Broker shall not accept compensation from the Buyer, the Buyer's Agent, or any entity participating in or providing services for the Sale without the written consent of the Seller.

VI. **CLOSING COSTS**

- A. Seller shall pay the following additional closing costs in collected, certified, or available funds acceptable to the Closing Agent at closing;
  - 1. Recording fee for any mortgage release(s), deed preparation and Owner's title insurance policy as stated below;
  - 2. Any cost of repairs Seller agrees to pay in the Contract to Buy and Sell Real Estate; and
  - 3. Other: ////////////////////
- B. General taxes for the year of closing based on the most recent assessment, personal property taxes, prepaid rents, water rents, sewer rents, homeowner's and condominium association fees, dues or assessments, mortgage insurance premiums, and interest on encumbrances, if any and if applicable, shall be apportioned through date of closing. Assessments for all special improvements now installed, to the extent due and payable on or before closing, shall be paid by Seller. Any such installments becoming due after closing shall be paid by Buyer, in the amount of \$ 0.00 per //////// /// for a period of ////////.
- C. Closing Agent's fee shall be paid by: (select applicable)  Buyer  Seller  Split between Buyer and Seller evenly  Each to pay their own  Other: \_\_\_\_\_.
- D. Any unreleased judgments, liens or other encumbrances affecting property included in the purchase price, and required to be paid, shall be paid by Closing Agent from the proceeds of this transaction or paid by the responsible party in collected, certified, or available funds acceptable to the Closing Agent at closing.

VII. **ITEMS INCLUDED IN PURCHASE PRICE**

- A. Price shall include all fixtures currently on premises with the following fixture exceptions: ////////
- B. Non-fixture items included in the purchase price: //////
- C. The price shall also include any propane or other heating liquid remaining in any tank on the premises on the date of closing.

VIII. **TITLE**

- A. The Owners of Record are Sweetwater County who hold such fee interest as: (select applicable)  Sole Ownership  Husband and Wife  A Married Couple/Tenants by Entirety  Joint Tenants with Right of Survivorship  Tenants in Common  Partnership  LLC  Corporation  Trust  (Other) \_\_\_\_\_.
- B. The Sellers (if different from the Owner of Record) are //////
- C. In case of sale or exchange, Seller agrees to furnish, at Seller's expense, an Owner's title insurance policy in an amount equal to the purchase price, showing merchantable or satisfactory title in Seller.
- D. In case of sale or exchange, Seller agrees to execute and deliver a general warranty deed, or //////// deed including the release and waiver of all homestead rights, if any, and a good and sufficient bill of sale to Buyer conveying said real and personal properties. Title shall be subject to general taxes for the year of closing, local improvement districts, guaranteed revenues to utility companies, building and zoning regulations, city, county, and state subdivision and zoning laws, easements, restrictive covenants, and reservations of record and the following additional

encumbrances which will NOT be released or discharged at closing: ///////////////  
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\_\_\_\_\_  
\_\_\_\_\_

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162 **IX. CLOSING AND POSSESSION**

- 163 A. Closing shall occur as mutually agreed in writing between the parties, at a time and place which shall be  
164 designated by Listing Broker. Seller, at Seller's option, may continue to offer subject property for sale until  
165 closing. Seller understands, however, that any additional offer accepted may subject Seller to remedies  
166 provided by law for breach of the original Contract.  
167 B. Possession shall be delivered to Buyer as mutually agreed in writing between the Buyer and Seller.  
168 C. Possession shall be subject to the leases or tenancies, if any.  
169 1. Copies of all leases and/or tenants' written verifications of rental terms, security/damage deposits are  
170 **attached hereto**. Seller agrees to notify Broker of any changes in tenant status immediately.  
171 2. All security/damage deposits shall be transferred to Buyer at closing.  
172 D. "Closing" is defined as "the date on which all documents are either recorded or accepted by an escrow  
173 agent and the sale proceeds are available to Seller."  
174

175 **X. CONDITION OF PROPERTY**

176 Seller agrees that any defects of a material nature regarding the condition of the property or condition of title,  
177 actually known by Broker, must be disclosed by Broker to any Buyer. Seller hereby indemnifies and holds  
178 Broker harmless from all claims arising from Seller's failure to completely and accurately disclose, on an  
179 ongoing basis during the term of this Contract, all conditions of the property, the status of all financing and  
180 encumbrances and all special facts which may be material to Broker's representation of Seller's property.  
181 *(Select A or B):*

- 182  A. Seller has completed and attaches as an addendum hereto, the Property Disclosure. All known  
183 conditions of the real and/or personal property have been set forth in that Property Disclosure.  
184  B. A Property Disclosure is not available.  
185

186 **XI. INSPECTION**

- 187 A. Seller agrees to permit all electrical, mechanical, structural, pest, air quality (such as mold), environmental  
188 (such as radon or lead-based paint) and/or other inspections of the property by Broker, Subagents,  
189 prospective Buyers, Buyer's Agents, Intermediary Brokers or by third persons acting on their behalf, at  
190 reasonable times, upon at least 24 hours advance notice, and without expense to Seller unless otherwise  
191 agreed in writing.  
192 B. Broker has no duty to conduct an independent inspection of the property for the benefit of a Buyer and has  
193 no duty to independently verify the accuracy or completeness of statements made by Seller or independent  
194 inspectors. Broker has no duty to conduct an independent investigation of Buyer's financial condition or to  
195 verify the accuracy or completeness of any statement made by Buyer.  
196

197 **XII. DEFAULTS, REMEDIES AND ATTORNEY'S FEES**

- 198 A. **TIME IS OF THE ESSENCE** hereof, and any party who fails to tender any payment, or perform any  
199 other condition hereof as herein provided, shall be in default of this Contract. In the event of default, the  
200 non-defaulting party may treat this Contract as breached and recover such damages as may be proper.  
201 B. In the event that any party shall become in default or breach of any of the terms of this Contract, such  
202 defaulting or breaching party shall pay all reasonable attorney's fees, costs, and other expenses which the  
203 non-breaching or non-defaulting party may incur in enforcing this Contract with or without formal  
204 proceedings. This provision shall not limit any other remedies to which the parties may otherwise be  
205 entitled.  
206 C. Seller agrees that in the event of any controversy regarding earnest money or things of value held by Broker  
207 and/or Closing Agent, unless Broker and/or Closing Agent receives written instructions from both Buyer  
208 and Seller as set forth in Wyoming Statutes § 33-28-122(f) regarding disposition of the earnest money or  
209 things of value, Broker and/or Closing Agent, in its sole discretion, may hold the earnest money or things

EXCLUSIVE RIGHT TO SELL LISTING CONTRACT, SELLER AGENCY-NONAGRICULTURAL, VACANT LAND

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of value or may interplead all parties and deposit the earnest money deposit or things of value into a court of competent jurisdiction. Broker and/ or Closing Agent shall be entitled to recover its attorney's fees and costs from the non-prevailing party in the action in which the funds are interplead, but if no such award or payment is made, Broker and/or Closing Agent shall recover its court costs and reasonable attorney's fees from the interpleaded funds or things of value.

**XIII. AGREEMENTS AND COVENANTS**

- A. Broker agrees that, until closing, Broker shall convey to Seller every offer and counteroffer delivered to Broker as soon as practicable after receipt.
- B. **NONDISCRIMINATION.** The parties agree not to discriminate unlawfully against any prospective Buyer because of the race, color, sex, sexual orientation, gender identity, national origin, familial status, physical or mental disability, or religion of such person.
- C. Seller agrees to refer to Broker all inquiries from other Brokers and all prospective Buyers received by Seller during the term of this Contract.
- D. Seller agrees that Broker shall not be responsible for property management or maintenance of the premises, or utilities; nor shall Broker be liable for damage of any kind occurring to the premises or injury to third parties, unless such damages or injuries shall be caused by the negligence of Broker.
- E. Seller hereby directs the holder of any note, lien, security agreement, financing statement, or other encumbrance secured by the above listed property to disclose to Broker the amount owing on said encumbrance and other terms thereof and provide copies of all documents relating to such encumbrances to Broker.
- F. The undersigned covenants that upon execution of this Contract:
  - 1. If Seller is a partnership, association, LLC, trust, or corporation, the undersigned is duly authorized to execute this Contract on behalf of such entity. **Evidence of authority is ATTACHED HERETO.**
  - 2. If Seller is a person or entity other than the owner of record, such Seller has the authority to execute this Contract and perform all of the obligations of Seller herein, including the delivery of merchantable title at closing.
  - 3. There are no outstanding or contemplated claims in connection with any insurance policy covering the above-described property, except: No known exceptions
  - 4. There are no legal proceedings that could affect title to the property such as bankruptcy, foreclosure, divorce, delinquent child support, probate, will contest, etc., except: No known exceptions
  - 5. There have been no alterations, repair work or new construction, services performed, or materials furnished during the last 12 months for which there are unpaid bills or claims, except: No known exceptions
  - 6. On items included in purchase price, there are no chattel mortgages, conditional sales contracts, security agreements, financing statements, or personal property leases affecting any materials, fixtures, appliances, furnishings, or equipment placed upon or installed in or upon said real property or the improvements thereon, except: No known exceptions
  - 7. There are no judgments or liens against the subject property or the Owner or Seller, EXCEPT general taxes for the year of closing and No known exceptions

260 **XIV. ADDITIONAL PROVISIONS**

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EXCLUSIVE RIGHT TO SELL LISTING CONTRACT, SELLER AGENCY-NONAGRICULTURAL, VACANT LAND

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**XV. MISCELLANEOUS TERMS.**

- A. **DEFINED TERMS.** "N/A" is understood to mean "not applicable." This "Contract" shall refer to the Contract to Buy and Sell Real Estate attached hereto. Any reference to acceptance shall mean the date on which the last party signs this Contract or any Counteroffer without further modification and delivers the same to the other party.
- B. **EXECUTION.** This instrument may be executed in counterparts, each shall be an original, and all of which together shall constitute one instrument. A signed counterpart delivered via electronic or digital shall have the same force and effect as an original counterpart executed by such party. This Contract may not be modified except by written instrument signed by both Seller and Buyer. The parties hereto agree that electronic signatures and initials shall be legally binding.
- C. **DAYS.** All references to "days" shall be deemed to refer to business days. The term "business days" shall be defined as Monday through Friday, excluding Saturday, Sunday, and national holidays. Should any performance date or deadline contained herein fall on a weekend or national holiday, said date will automatically be extended to the next business day. The time in which any act required under this Contract is to be performed shall be computed by excluding the day on which the triggering event occurs and including the last day of such time period. All chronological times referred to in this Contract, and all other documents relating to this Contract, shall be deemed to be Mountain Standard Time or Mountain Daylight Time as applicable. Whenever a provision of this Contract establishes a date by which an event must occur, it shall be deemed to establish 5:00 PM Mountain Time on such date as the deadline for such event, unless stated otherwise.
- D. **NOTICES.** All notices required or contemplated herein shall be in writing and delivered to Buyer or Seller and shall be deemed to be delivered to either's respective broker (if working with a broker) or Buyer at contact information provided in this Contract, in the following manner: (a) by personal delivery, (b) by United States Mail (registered or certified, postage prepaid, return receipt requested), (c) via over-night delivery by a nationally recognized courier, (d) by facsimile, or (e) by email. In each case, if a party is working with a broker, notice is effective to Buyer or Seller (as applicable) if addressed to such party's broker, at the address, facsimile number, or email address for such broker as listed in the Multiple Listing Service (MLS) or as set forth below.
- E. **GOVERNING LAW AND VENUE.** This Contract shall be construed in accordance with the laws of the State of Wyoming and venue for any court action arising out of this Contract shall be in the county or counties which the Property is located.
- F. **NO MATERIAL CHANGES.** Seller shall not enter into any new leases or other agreements affecting the Property, or amendments to existing leases (including renewals) or other written agreements, without prior written approval of Buyer.
- G. **CLOSING AGENT:** A closing agent is a neutral third party who assists the buyer, seller and lender with a real and/or personal property sale and is responsible for ensuring that the necessary agreements are properly executed, including collecting the signatures of both parties, witnessing the signing, and providing copy of the agreement to both parties. The closing agent ensures that the funds are properly disbursed.

**XVI. ADDENDA ATTACHED: (Check all that apply)**

- |  |  |
|--|--|
| <input type="checkbox"/> Lead-Based Paint Disclosure                                       | <input type="checkbox"/> Easements                         |
| <input type="checkbox"/> Addendum for Additional Provisions                                | <input type="checkbox"/> Property Condition Disclosure     |
| <input checked="" type="checkbox"/> Real Estate Brokerage Disclosure Form                  | <input type="checkbox"/> 1031 Tax Deferred Exchange Notice |
| <input type="checkbox"/> Consent Amendment & In-Company Transaction Disclosure             | <input type="checkbox"/> Evidence of Authority             |
| <input type="checkbox"/> Copies of all leases and/or written verifications of rental terms | <input type="checkbox"/> Designation of Agent/Intermediary |
| <input type="checkbox"/> Preliminary Title Commitment                                      | <input type="checkbox"/> HOA/COA Documents                 |
| <input type="checkbox"/> Applicable Covenants  | <input type="checkbox"/> Other: _____                      |
| <input type="checkbox"/> Mortgage Verification   |  |

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**XVII. ACKNOWLEDGMENTS**

- A. This Contract shall be executed in multiple copies and by their signatures hereon the parties acknowledge receipt of a signed copy at the time of signing.
- B. All representations made by Broker in the negotiations of this Contract have been incorporated herein; there are no oral agreements between Seller and Broker to modify the terms and conditions hereof and this Contract may be modified only in writing and executed by all parties hereto.

**THIS IS A LEGALLY BINDING CONTRACT. IF YOU DO NOT UNDERSTAND THE TERMS AND CONDITIONS, CONSULT LEGAL OR OTHER COUNSEL BEFORE SIGNING.**

**BROKERAGE FIRM:** Brokerage Southwest

By Licensee for Brokerage Firm: \_\_\_\_\_ Date \_\_\_\_\_  
Signature Sonya Riskus

Seller \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

1 Parcel Zoom to parcel

- Parcel: 2391-01-2-00-005-00
- Account#: R0127746 Property Detail
- Property Taxes: R0127746 Treasurer
- Owner: SWEETWATER COUNTY
- Mail Addr: 80 W FLAMING GORGE WAY
- Mail Addr: GREEN RIVER, WY 82935-4252
- Deed: 0792 CONV 1548 1988-08-03
- Location: T23N R91W SEC 1 N2NE4NW4
- Tax Classification: Res Vacant Land
- Tax Roll Acreage: 20.00 acres

$\frac{8712}{9000}$



96.80

1,742,400'  
3.1

200 ft



Shopping Cart: 0 Items [\$0.00]

[New Search](#)

[History](#)

[Payoff](#)

[PayTaxes](#)

[Help](#)

**Account #:** 127746

**Status:** Paid  
**Realware#:** R0127746  
**Receipt:** 18118

**2025 Owner(s):**  
 SWEETWATER COUNTY

**Mailing Address:**  
 80 W FLAMING GORGE WAY STE 109  
 GREEN RIVER, WY 829354252

**Levy District:**  
 0100, SD 1 OUT

**2025 Value:**

**Market Value** \$7,160  
**Taxable:** \$680  
**Vet Exempt:** \$0  
**Net Taxable:** \$680

[Detail](#)

**2025 Taxes:**

[View Pie Charts](#)

<b>First Half:</b>	\$23.04	<b>Due:</b> 11/10/2025
<b>Second Half:</b>	\$23.04	<b>Due:</b> 5/11/2026
<b>Total:</b>	\$46.08	

[Detail](#)

**2025 Payments:**

<b>First Half:</b>	\$23.04
<b>Second Half:</b>	\$23.04
<b>Total:</b>	\$46.08

(May include penalty & interest)

**2025 Legal Records:**

**Geo Code:** 04-2391-01-2-00-005.00

**Property address:** LARSON KNOLL  
**Legal:** T23N R91W SEC 1 N2NE4NW4

**Note:** The accuracy of this data is not guaranteed.

Web data was last updated 01/15/2026 10:00 AM.

**Send Payments To:**

**Sweetwater County Treasurer**  
 80 W Flaming Gorge Way Suite 139  
 Green River, Wyoming 82935  
 (307) 872-3720



## Detail of R0127746

### Parcel

PIDN: 2391-01-2-00-005-00

Tax District: 0100

Property Owner(s): SWEETWATER COUNTY

Mailing Address: 80 W FLAMING GORGE WAY  
GREEN RIVER, WY 82935-4252

Deed: 0792 CONV 1548, 08/03/1988

Location: T23N R91W SEC 1 N2NE4NW4

2025 Actual Value: \$ 7,160 (\$ 7,160 Land + \$ 0 Improvements)

2025 Assessed Value: \$ 680

### Land

Acres	Class
20.00	Residential
<b>20.00</b>	<b>Total Acres</b>



**EXCLUSIVE RIGHT TO SELL LISTING CONTRACT**  
**SELLER AGENCY**  
**(NON-AGRICULTURAL)**  
**(VACANT LAND)**

1 **I. EXCLUSIVE RIGHT TO SELL LISTING CONTRACT**, from \_\_\_\_\_ through \_\_\_\_\_,  
 2 inclusive, for and in consideration of the real estate brokerage services described below to be performed by  
 3 Brokerage Southwest \_\_\_\_\_, duly-licensed Wyoming real estate broker  
 4 (hereinafter "Broker"), and Sweetwater County \_\_\_\_\_ (hereinafter "Seller"),  
 5 whether one or more, hereby lists with said Broker, upon the terms and conditions set forth herein, the following  
 6 described property situated in the County of Sweetwater \_\_\_\_\_ Wyoming, commonly known as  
 7 Buck Draw T23N R91W SEC 1 N2NE4NW4 \_\_\_\_\_  
 8 and more particularly described as ("Property") T23N R91W SEC 1 N2NE4NW4 \_\_\_\_\_  
 9 \_\_\_\_\_  
 10 \_\_\_\_\_  
 11 \_\_\_\_\_

- 12 **II. SELLER AUTHORIZATION AND AGENCY**
- 13 A. Seller hereby grants to Broker an exclusive right to sell such property within said time at the price and on  
 14 the terms herein stated, or at such other price and terms which may be accepted by Seller.
- 15 B. Seller hereby acknowledges that Broker and any subagents are acting as Seller's Agents unless a Buyer  
 16 who has signed an Exclusive Right to Buy Contract with Broker wants to look at or submit an offer on  
 17 property Broker has listed for the Seller. In that event, if the Seller and Buyer have agreed in writing by  
 18 signing a Consent Amendment and In-Company Transaction Disclosure, Broker's relationships with the  
 19 Buyer and Seller will change to Intermediary relationships with both the Buyer and Seller. An Intermediary  
 20 is not an agent but may assist the parties throughout the transaction with communication, contract terms,  
 21 and closing of the transaction. Alternatively, the Responsible Broker may designate separate licensees to  
 22 work with the Buyer as Buyer's Agent and Seller as Seller's Agent and notify Buyer and Seller of such  
 23 designation of Agency. No Seller or Buyer shall be vicariously liable for a Broker's act or omissions that  
 24 have not been approved, directed, or ratified by the Seller or Buyer.
- 25 C. Seller has received and read a Real Estate Brokerage Disclosure Form which is made a part of the Contract  
 26 and is **attached hereto**.
- 27 D. Seller acknowledges that this Agreement is the initial agreement between the Parties and that compensation  
 28 is the Broker's agreed upon and appropriate compensation for services performed and that Seller will not  
 29 be liable for a greater commission for agreeing to a new brokerage relationship with Broker.
- 30 E. Seller further authorizes Broker, at **Broker's expense**, to:
- 31 1. Accept earnest money deposits and retain such deposits in its trust account or with an authorized funds  
 32 holder until the parties thereto have agreed in writing to the disbursement of such deposits;
- 33 2. Advertise the property, place a For Sale sign on the property, show the property at reasonable times,  
 34 and conduct open house promotions;
- 35 3. Seller hereby authorizes and directs Broker to disclose to any MLS or Board of REALTORS® of which  
 36 it is a member, all prospective Subagents, prospective Buyers and/or Buyer's Agents, certified  
 37 appraisers, and/or prospective Intermediaries, conditions disclosed by Seller to Broker regarding the  
 38 real and/or personal property. Submit to MLS: (select one)  Yes  No; Install a lock box: (select  
 39 one)  Yes  No
- 40 4. Offer cooperation and compensation to brokers who: (select applicable)
- 41  Are acting as Subagents, Broker shall offer compensation as follows //// percent of  
 42 the gross sales price or \$0.00 \_\_\_\_\_.
- 43  Are acting as Buyer's Agents, Broker shall offer compensation as follows //// percent of  
 44 the gross sales price or \$750.00 \_\_\_\_\_.
- 45  Are acting as Intermediaries, Broker shall offer compensation as follows //// percent of  
 46 the gross sales price or \$750.00 \_\_\_\_\_.
- 47  Are acting as Licensees with Customer, Broker shall offer compensation as follows /// percent  
 48 of the gross sales price or \$750.00 \_\_\_\_\_.

- 49 5. Report the closed sale and the terms thereof to any MLS or Board of REALTORS® of which it is a  
50 member for further release to its members, or to potential clients, certified appraisers, or customers, for  
51 their use as comparable market data and statistics; and  
52 6. List properties for other prospective Sellers without breaching any duty or obligation to Seller.  
53

54 **III. PRICE AND TERMS**

55 The Listing price shall be (\$9,000.00 \_\_\_\_\_) Dollars payable upon the following terms and  
56 conditions: (select applicable)  Cash  Assumption  New Loan  Seller Financing (see terms in additional  
57 provisions).  
58

59 **IV. BROKER COMPENSATION**

- 60 A. The amount or rate of real estate commission is not fixed by law. It is set by each Broker individually and  
61 may be negotiable between Seller and Broker.  
62 B. Seller hereby agrees to pay Broker as compensation for Broker's services: (select applicable)  
63  \_\_\_\_\_ % of the purchase price  \$ 1,500.00  
64  Other \_\_\_\_\_  
65 C. In case of any sale or exchange of the subject property within said listing period by Broker, or by any  
66 person, Seller shall pay the compensation at closing.  
67 D. "Sale," as used in this Contract shall include, but is not limited to, any exchange of the Property; any  
68 contribution or conveyance of the Property or any interest therein to any person or business entity; or the  
69 granting of an option to purchase the Property.  
70 E. Seller shall pay Broker the compensation at closing but no later than seven (7) days of the date written  
71 demand is mailed by Broker to Seller upon the occurrence of any of the following events:  
72 1. If Seller shall, within the listing period provided herein, either reject or fail to accept a written offer to  
73 purchase the subject property from a Buyer who is ready, willing, and able to purchase the subject  
74 property for the price and upon the terms provided herein at a time when another written offer to  
75 purchase the property has not been accepted by Seller; **OR**  
76 2. In the event that a commission is earned for the lease, sale, or exchange of this property by another  
77 Wyoming licensed real estate Broker with whom Seller lists the property at any time after termination  
78 of this Contract, the protection stated above shall be waived so that Seller is not liable for dual  
79 commissions. If Seller shall refuse to close a sale of the subject property even though Seller, within  
80 said listing period, has entered into a fully executed contract for the sale of said property; **OR**  
81 3. If Seller shall refuse to close a sale of the subject property even though Seller, within said listing period  
82 has entered into a fully executed contract for the sale of said property.  
83 4. If the Property or any part thereof is sold, exchanged, leased, placed under contract or optioned, or if  
84 any other transaction occurs which causes or will cause an effective change of ownership of the  
85 Property from Seller to a third party within 30 days after the expiration of this Contract, to or  
86 with any person, firm, corporation or other entity or anyone acting for such person, firm, corporation  
87 or other entity to whom the property was introduced by Seller, Broker or any of Broker's Salespeople  
88 or by any other person, and whose name was disclosed by Broker to Seller, in any manner, including  
89 in writing, electronically or orally, prior to expiration of this Contract or, if not provided to Seller prior  
90 to expiration, by written notice, deposited in the U.S. Mail, certified mail, return receipt requested and  
91 postage prepaid, before midnight of the seventh (7th) day following the date of the termination of this  
92 Contract exclusive of the date of termination. A written offer to purchase or otherwise transact on the  
93 Property submitted to Seller during the term of this Contract shall constitute the notice required by this  
94 subparagraph without further notice to Seller.  
95 F. In the event of forfeiture of payments made by a prospective Buyer on any contract obtained during the  
96 term of this Contract, the sums so forfeited shall be divided between Broker and Seller,     %  
97 thereof to Broker, but not to exceed the commission agreed upon herein, and the balance to Seller.  
98 G. A lease commission of: (select applicable)      % of the total lease payments  
99  \$ 0.00  Other     in the event that Broker  
100 or any other person negotiates a lease acceptable to Seller during the term of this Contract, payable upon  
101 execution of a lease or by mutual agreement of all parties.  
102

EXCLUSIVE RIGHT TO SELL LISTING CONTRACT, SELLER AGENCY-NONAGRICULTURAL, VACANT LAND

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V. **LIMITATION ON BROKER'S COMPENSATION** Broker shall not accept compensation from the Buyer, the Buyer's Agent, or any entity participating in or providing services for the Sale without the written consent of the Seller.

VI. **CLOSING COSTS**

- A. Seller shall pay the following additional closing costs in collected, certified, or available funds acceptable to the Closing Agent at closing;
  - 1. Recording fee for any mortgage release(s), deed preparation and Owner's title insurance policy as stated below;
  - 2. Any cost of repairs Seller agrees to pay in the Contract to Buy and Sell Real Estate; and
  - 3. Other: ////////////////////
- B. General taxes for the year of closing based on the most recent assessment, personal property taxes, prepaid rents, water rents, sewer rents, homeowner's and condominium association fees, dues or assessments, mortgage insurance premiums, and interest on encumbrances, if any and if applicable, shall be apportioned through date of closing. Assessments for all special improvements now installed, to the extent due and payable on or before closing, shall be paid by Seller. Any such installments becoming due after closing shall be paid by Buyer, in the amount of \$ 0.00 per //////// /// for a period of ////////.
- C. Closing Agent's fee shall be paid by: (select applicable)  Buyer  Seller  Split between Buyer and Seller evenly  Each to pay their own  Other: \_\_\_\_\_.
- D. Any unreleased judgments, liens or other encumbrances affecting property included in the purchase price, and required to be paid, shall be paid by Closing Agent from the proceeds of this transaction or paid by the responsible party in collected, certified, or available funds acceptable to the Closing Agent at closing.

VII. **ITEMS INCLUDED IN PURCHASE PRICE**

- A. Price shall include all fixtures currently on premises with the following fixture exceptions: ////////
- B. Non-fixture items included in the purchase price: //////
- C. The price shall also include any propane or other heating liquid remaining in any tank on the premises on the date of closing.

VIII. **TITLE**

- A. The Owners of Record are Sweetwater County who hold such fee interest as: (select applicable)  Sole Ownership  Husband and Wife  A Married Couple/Tenants by Entirety  Joint Tenants with Right of Survivorship  Tenants in Common  Partnership  LLC  Corporation  Trust  (Other) \_\_\_\_\_.
- B. The Sellers (if different from the Owner of Record) are //////.
- C. In case of sale or exchange, Seller agrees to furnish, at Seller's expense, an Owner's title insurance policy in an amount equal to the purchase price, showing merchantable or satisfactory title in Seller.
- D. In case of sale or exchange, Seller agrees to execute and deliver a general warranty deed, or //////// deed including the release and waiver of all homestead rights, if any, and a good and sufficient bill of sale to Buyer conveying said real and personal properties. Title shall be subject to general taxes for the year of closing, local improvement districts, guaranteed revenues to utility companies, building and zoning regulations, city, county, and state subdivision and zoning laws, easements, restrictive covenants, and reservations of record and the following additional

encumbrances which will NOT be released or discharged at closing: ////////////////

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**IX. CLOSING AND POSSESSION**

- A. Closing shall occur as mutually agreed in writing between the parties, at a time and place which shall be designated by Listing Broker. Seller, at Seller's option, may continue to offer subject property for sale until closing. Seller understands, however, that any additional offer accepted may subject Seller to remedies provided by law for breach of the original Contract.
- B. Possession shall be delivered to Buyer as mutually agreed in writing between the Buyer and Seller.
- C. Possession shall be subject to the leases or tenancies, if any.
  - 1. Copies of all leases and/or tenants' written verifications of rental terms, security/damage deposits are **attached hereto**. Seller agrees to notify Broker of any changes in tenant status immediately.
  - 2. All security/damage deposits shall be transferred to Buyer at closing.
- D. "Closing" is defined as "the date on which all documents are either recorded or accepted by an escrow agent and the sale proceeds are available to Seller."

**X. CONDITION OF PROPERTY**

Seller agrees that any defects of a material nature regarding the condition of the property or condition of title, actually known by Broker, must be disclosed by Broker to any Buyer. Seller hereby indemnifies and holds Broker harmless from all claims arising from Seller's failure to completely and accurately disclose, on an ongoing basis during the term of this Contract, all conditions of the property, the status of all financing and encumbrances and all special facts which may be material to Broker's representation of Seller's property.  
(Select A or B):

- A. Seller has completed and attaches as an addendum hereto, the Property Disclosure. All known conditions of the real and/or personal property have been set forth in that Property Disclosure.
- B. A Property Disclosure is not available.

**XI. INSPECTION**

- A. Seller agrees to permit all electrical, mechanical, structural, pest, air quality (such as mold), environmental (such as radon or lead-based paint) and/or other inspections of the property by Broker, Subagents, prospective Buyers, Buyer's Agents, Intermediary Brokers or by third persons acting on their behalf, at reasonable times, upon at least 24 hours advance notice, and without expense to Seller unless otherwise agreed in writing.
- B. Broker has no duty to conduct an independent inspection of the property for the benefit of a Buyer and has no duty to independently verify the accuracy or completeness of statements made by Seller or independent inspectors. Broker has no duty to conduct an independent investigation of Buyer's financial condition or to verify the accuracy or completeness of any statement made by Buyer.

**XII. DEFAULTS, REMEDIES AND ATTORNEY'S FEES**

- A. **TIME IS OF THE ESSENCE** hereof, and any party who fails to tender any payment, or perform any other condition hereof as herein provided, shall be in default of this Contract. In the event of default, the non-defaulting party may treat this Contract as breached and recover such damages as may be proper.
- B. In the event that any party shall become in default or breach of any of the terms of this Contract, such defaulting or breaching party shall pay all reasonable attorney's fees, costs, and other expenses which the non-breaching or non-defaulting party may incur in enforcing this Contract with or without formal proceedings. This provision shall not limit any other remedies to which the parties may otherwise be entitled.
- C. Seller agrees that in the event of any controversy regarding earnest money or things of value held by Broker and/or Closing Agent, unless Broker and/or Closing Agent receives written instructions from both Buyer and Seller as set forth in Wyoming Statutes § 33-28-122(f) regarding disposition of the earnest money or things of value, Broker and/or Closing Agent, in its sole discretion, may hold the earnest money or things

EXCLUSIVE RIGHT TO SELL LISTING CONTRACT, SELLER AGENCY-NONAGRICULTURAL, VACANT LAND

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of value or may interplead all parties and deposit the earnest money deposit or things of value into a court of competent jurisdiction. Broker and/ or Closing Agent shall be entitled to recover its attorney's fees and costs from the non-prevailing party in the action in which the funds are interplead, but if no such award or payment is made, Broker and/or Closing Agent shall recover its court costs and reasonable attorney's fees from the interpleaded funds or things of value.

**XIII. AGREEMENTS AND COVENANTS**

- A. Broker agrees that, until closing, Broker shall convey to Seller every offer and counteroffer delivered to Broker as soon as practicable after receipt.
- B. **NONDISCRIMINATION.** The parties agree not to discriminate unlawfully against any prospective Buyer because of the race, color, sex, sexual orientation, gender identity, national origin, familial status, physical or mental disability, or religion of such person.
- C. Seller agrees to refer to Broker all inquiries from other Brokers and all prospective Buyers received by Seller during the term of this Contract.
- D. Seller agrees that Broker shall not be responsible for property management or maintenance of the premises, or utilities; nor shall Broker be liable for damage of any kind occurring to the premises or injury to third parties, unless such damages or injuries shall be caused by the negligence of Broker.
- E. Seller hereby directs the holder of any note, lien, security agreement, financing statement, or other encumbrance secured by the above listed property to disclose to Broker the amount owing on said encumbrance and other terms thereof and provide copies of all documents relating to such encumbrances to Broker.
- F. The undersigned covenants that upon execution of this Contract:
  - 1. If Seller is a partnership, association, LLC, trust, or corporation, the undersigned is duly authorized to execute this Contract on behalf of such entity. **Evidence of authority is ATTACHED HERETO.**
  - 2. If Seller is a person or entity other than the owner of record, such Seller has the authority to execute this Contract and perform all of the obligations of Seller herein, including the delivery of merchantable title at closing.
  - 3. There are no outstanding or contemplated claims in connection with any insurance policy covering the above-described property, except: No known exceptions
  - 4. There are no legal proceedings that could affect title to the property such as bankruptcy, foreclosure, divorce, delinquent child support, probate, will contest, etc., except: No known exceptions
  - 5. There have been no alterations, repair work or new construction, services performed, or materials furnished during the last 12 months for which there are unpaid bills or claims, except: No known exceptions
  - 6. On items included in purchase price, there are no chattel mortgages, conditional sales contracts, security agreements, financing statements, or personal property leases affecting any materials, fixtures, appliances, furnishings, or equipment placed upon or installed in or upon said real property or the improvements thereon, except: No known exceptions
  - 7. There are no judgments or liens against the subject property or the Owner or Seller, EXCEPT general taxes for the year of closing and No known exceptions

260 **XIV. ADDITIONAL PROVISIONS**

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**XV. MISCELLANEOUS TERMS.**

- A. **DEFINED TERMS.** "N/A" is understood to mean "not applicable." This "Contract" shall refer to the Contract to Buy and Sell Real Estate attached hereto. Any reference to acceptance shall mean the date on which the last party signs this Contract or any Counteroffer without further modification and delivers the same to the other party.
- B. **EXECUTION.** This instrument may be executed in counterparts, each shall be an original, and all of which together shall constitute one instrument. A signed counterpart delivered via electronic or digital shall have the same force and effect as an original counterpart executed by such party. This Contract may not be modified except by written instrument signed by both Seller and Buyer. The parties hereto agree that electronic signatures and initials shall be legally binding.
- C. **DAYS.** All references to "days" shall be deemed to refer to business days. The term "business days" shall be defined as Monday through Friday, excluding Saturday, Sunday, and national holidays. Should any performance date or deadline contained herein fall on a weekend or national holiday, said date will automatically be extended to the next business day. The time in which any act required under this Contract is to be performed shall be computed by excluding the day on which the triggering event occurs and including the last day of such time period. All chronological times referred to in this Contract, and all other documents relating to this Contract, shall be deemed to be Mountain Standard Time or Mountain Daylight Time as applicable. Whenever a provision of this Contract establishes a date by which an event must occur, it shall be deemed to establish 5:00 PM Mountain Time on such date as the deadline for such event, unless stated otherwise.
- D. **NOTICES.** All notices required or contemplated herein shall be in writing and delivered to Buyer or Seller and shall be deemed to be delivered to either's respective broker (if working with a broker) or Buyer at contact information provided in this Contract, in the following manner: (a) by personal delivery, (b) by United States Mail (registered or certified, postage prepaid, return receipt requested), (c) via over-night delivery by a nationally recognized courier, (d) by facsimile, or (e) by email. In each case, if a party is working with a broker, notice is effective to Buyer or Seller (as applicable) if addressed to such party's broker, at the address, facsimile number, or email address for such broker as listed in the Multiple Listing Service (MLS) or as set forth below.
- E. **GOVERNING LAW AND VENUE.** This Contract shall be construed in accordance with the laws of the State of Wyoming and venue for any court action arising out of this Contract shall be in the county or counties which the Property is located.
- F. **NO MATERIAL CHANGES.** Seller shall not enter into any new leases or other agreements affecting the Property, or amendments to existing leases (including renewals) or other written agreements, without prior written approval of Buyer.
- G. **CLOSING AGENT:** A closing agent is a neutral third party who assists the buyer, seller and lender with a real and/or personal property sale and is responsible for ensuring that the necessary agreements are properly executed, including collecting the signatures of both parties, witnessing the signing, and providing copy of the agreement to both parties. The closing agent ensures that the funds are properly disbursed.

**XVI. ADDENDA ATTACHED: (Check all that apply)**

- |  |  |
|--|--|
| <input type="checkbox"/> Lead-Based Paint Disclosure                                       | <input type="checkbox"/> Easements                         |
| <input type="checkbox"/> Addendum for Additional Provisions                                | <input type="checkbox"/> Property Condition Disclosure     |
| <input checked="" type="checkbox"/> Real Estate Brokerage Disclosure Form                  | <input type="checkbox"/> 1031 Tax Deferred Exchange Notice |
| <input type="checkbox"/> Consent Amendment & In-Company Transaction Disclosure             | <input type="checkbox"/> Evidence of Authority             |
| <input type="checkbox"/> Copies of all leases and/or written verifications of rental terms | <input type="checkbox"/> Designation of Agent/Intermediary |
| <input type="checkbox"/> Preliminary Title Commitment                                      | <input type="checkbox"/> HOA/COA Documents                 |
| <input type="checkbox"/> Applicable Covenants  | <input type="checkbox"/> Other: _____                      |
| <input type="checkbox"/> Mortgage Verification   |  |

EXCLUSIVE RIGHT TO SELL LISTING CONTRACT, SELLER AGENCY-NONAGRICULTURAL, VACANT LAND

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**XVII. ACKNOWLEDGMENTS**

- A. This Contract shall be executed in multiple copies and by their signatures hereon the parties acknowledge receipt of a signed copy at the time of signing.
- B. All representations made by Broker in the negotiations of this Contract have been incorporated herein; there are no oral agreements between Seller and Broker to modify the terms and conditions hereof and this Contract may be modified only in writing and executed by all parties hereto.

**THIS IS A LEGALLY BINDING CONTRACT. IF YOU DO NOT UNDERSTAND THE TERMS AND CONDITIONS, CONSULT LEGAL OR OTHER COUNSEL BEFORE SIGNING.**

**BROKERAGE FIRM:** Brokerage Southwest

By Licensee for Brokerage Firm: \_\_\_\_\_ Date \_\_\_\_\_

Signature Sonya Riskus

Seller \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

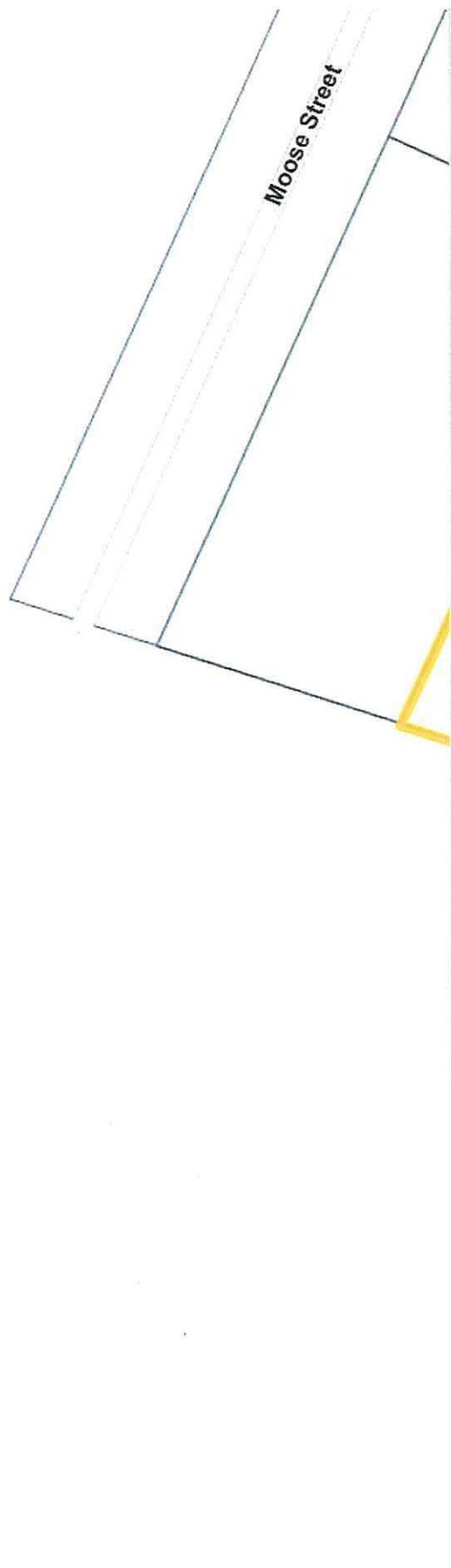


1 **This Estimate is Prepared For:**  
 2 Sweetwater County  
 3 \_\_\_\_\_  
 4 \_\_\_\_\_  
 5 **Property Address:** Buck Draw T23N R91W SEC 1 N2NE4NW4  
 6 **Estimated Date of Closing:** \_\_\_\_\_  
 7 **In Reference to Contract:** \_\_\_\_\_  
 8 \_\_\_\_\_

9	<b>Selling Price</b>		\$	<u>9,000.00</u>
10	First Mortgage Payoff	\$	_____	
11	Other Mortgage Payoff	\$	_____	
12				
13	Brokerage Fee	\$	<u>1,500.00</u>	
14	Listing Side	\$	<u>750.00</u>	
15	Selling Side	\$	<u>750.00</u>	
16	Title Insurance Premium	\$	_____	
17	Interest on Existing Mortgages	\$	_____	
18	Seller Paid Discount Points	\$	_____	
19	Homeowners Fee Adjustment	\$	_____	
20	Property Tax Prorated	\$	_____	
21	Home Warranty Program	\$	_____	
22	Recording Fees (Mortgage Releases)	\$	<u>50.00</u>	
23	Required Repairs	\$	_____	
24	Express Payoff to Mortgage Holder	\$	_____	
25	Closing Agent's Fee	\$	<u>175.00</u>	
26	Deed Preparation:	\$	_____	
27	Seller Concessions:	\$	_____	
28	Seller Concessions:	\$	_____	
29	Other Expenses:	\$	_____	
30	Other Expenses:	\$	_____	
31	Other Expenses:	\$	_____	
32	Other Expenses:	\$	_____	
33	Estimated Costs of Sales	\$	<u>1,725.00</u>	
34				
35	<b>Net Proceeds from Sale</b>	\$	<u>7,275.00</u>	

36  
 37 **Estimated and Prepared by:** \_\_\_\_\_  
 38 **Firm Name** Brokerage Southwest  
 39 **Address** \_\_\_\_\_  
 40 **City, State, Zip** \_\_\_\_\_  
 41 **Date Prepared:** \_\_\_\_\_ **Seller(s) Initials** \_\_\_\_\_  
 42 \_\_\_\_\_  
 43 \_\_\_\_\_

**All Information believed reliable but not warranted.**



Layers Info Drawing

1 Parcel [Zoom to parcel](#)

- Parcel: 2690-11-2-06-019-00
- Account#: R0130756 [Property Detail](#)
- Property Taxes: R0130756 [Treasurer](#)
- Map Number: 280 [Scanned Map](#)
- Owner: SWEETWATER COUNTY
- Mail Addr: 80 W FLAMING GORGE WAY
- Mail Addr: GREEN RIVER, WY 82935-4252
- St Addr: 810 PRIMROSE AVE
- Deed: 0854 CONV 1109 1994-08-30
- Location: BAIROIL OT OUTLOT A PT .717 AC COMMERCIAL
- Tax Classification: Com Vacant Land
- Tax Roll Acreage: 0.72 acres, 31,233 square feet

50 ft

# Detail of R0130756

## Parcel

PIDN: 2690-11-2-06-019-00

Tax District: 0150

Property Owner(s): SWEETWATER COUNTY

Mailing Address: 80 W FLAMING GORGE WAY  
GREEN RIVER, WY 82935-4252

Street Address: 810 PRIMROSE AVE

Deed: 0854 CONV 1109, 08/30/1994

Location: BAIROIL OT OUTLOT A PT .717 AC COMMERCIAL

2025 Actual Value: \$ 4,500 (\$ 4,500 Land + \$ 0 Improvements)

2025 Assessed Value: \$ 428

## Land

Acres	Class
0.72	Commercial
<b>0.72</b>	<b>Total Acres</b>



Shopping Cart: 0 items [\$0.00]

[New Search](#)

[History](#)

[Payoff](#)

[PayTaxes](#)

[Help](#)

**Account #:** 130756

**Status:** Paid  
**Realware#:** R0130756  
**Receipt:** 18744

**2025 Owner(s):**  
SWEETWATER COUNTY

**Mailing Address:**  
80 W FLAMING GORGE WAY STE 109  
GREEN RIVER, WY 829354252

**Levy District:**  
0150, BAIROIL

**2025 Value:**

**Market Value** \$4,500  
**Taxable:** \$428  
**Vet Exempt:** \$0  
**Net Taxable:** \$428

[Detail](#)

**2025 Taxes:**

[View Pie Charts](#)

<b>First Half:</b>	\$17.39	<b>Due:</b> 11/10/2025
<b>Second Half:</b>	\$17.39	<b>Due:</b> 5/11/2026
<b>Total:</b>	\$34.78	

[Detail](#)

**2025 Payments:**

<b>First Half:</b>	\$17.39
<b>Second Half:</b>	\$17.39
<b>Total:</b>	\$34.78

(May include penalty & interest)

**2025 Legal Records:**

**Geo Code:** 04-2690-11-2-06-019.00

**Property address:** 810 PRIMROSE AVE, BAIROIL WY 823220000  
**Subdivision:** (280) BAIROIL OT  
**Legal:** BAIROIL OT OUTLOT A PT .717 AC  
COMMERICAL

**Note:** The accuracy of this data is not guaranteed.

Web data was last updated 01/15/2026 10:00 AM.

Send Payments To:

**Sweetwater County Treasurer**  
80 W Flaming Gorge Way Suite 139  
Green River, Wyoming 82935  
(307) 872-3720





EXCLUSIVE RIGHT TO SELL LISTING CONTRACT  
SELLER AGENCY  
(NON-AGRICULTURAL)  
(VACANT LAND)

1 I. **EXCLUSIVE RIGHT TO SELL LISTING CONTRACT**, from \_\_\_\_\_ through \_\_\_\_\_,  
2 inclusive, for and in consideration of the real estate brokerage services described below to be performed by  
3 Brokerage Southwest \_\_\_\_\_, duly-licensed Wyoming real estate broker  
4 (hereinafter "Broker"), and Sweetwater County \_\_\_\_\_ (hereinafter "Seller"),  
5 whether one or more, hereby lists with said Broker, upon the terms and conditions set forth herein, the following  
6 described property situated in the County of Sweetwater \_\_\_\_\_ Wyoming, commonly known as  
7 810 Primrose Ave, Bairoil WY 82322  
8 and more particularly described as ("Property") BAIRAIL OT OITLOT A PT 0717 AC COMMERCIAL32  
9  
10  
11

12 II. **SELLER AUTHORIZATION AND AGENCY**

- 13 A. Seller hereby grants to Broker an exclusive right to sell such property within said time at the price and on
- 14 the terms herein stated, or at such other price and terms which may be accepted by Seller.
- 15 B. Seller hereby acknowledges that Broker and any subagents are acting as Seller's Agents unless a Buyer
- 16 who has signed an Exclusive Right to Buy Contract with Broker wants to look at or submit an offer on
- 17 property Broker has listed for the Seller. In that event, if the Seller and Buyer have agreed in writing by
- 18 signing a Consent Amendment and In-Company Transaction Disclosure, Broker's relationships with the
- 19 Buyer and Seller will change to Intermediary relationships with both the Buyer and Seller. An Intermediary
- 20 is not an agent but may assist the parties throughout the transaction with communication, contract terms,
- 21 and closing of the transaction. Alternatively, the Responsible Broker may designate separate licensees to
- 22 work with the Buyer as Buyer's Agent and Seller as Seller's Agent and notify Buyer and Seller of such
- 23 designation of Agency. No Seller or Buyer shall be vicariously liable for a Broker's act or omissions that
- 24 have not been approved, directed, or ratified by the Seller or Buyer.
- 25 C. Seller has received and read a Real Estate Brokerage Disclosure Form which is made a part of the Contract
- 26 and is **attached hereto**.
- 27 D. Seller acknowledges that this Agreement is the initial agreement between the Parties and that compensation
- 28 is the Broker's agreed upon and appropriate compensation for services performed and that Seller will not
- 29 be liable for a greater commission for agreeing to a new brokerage relationship with Broker.
- 30 E. Seller further authorizes Broker, at **Broker's expense**, to:
  - 31 1. Accept earnest money deposits and retain such deposits in its trust account or with an authorized funds
  - 32 holder until the parties thereto have agreed in writing to the disbursement of such deposits;
  - 33 2. Advertise the property, place a For Sale sign on the property, show the property at reasonable times,
  - 34 and conduct open house promotions;
  - 35 3. Seller hereby authorizes and directs Broker to disclose to any MLS or Board of REALTORS® of which
  - 36 it is a member, all prospective Subagents, prospective Buyers and/or Buyer's Agents, certified
  - 37 appraisers, and/or prospective Intermediaries, conditions disclosed by Seller to Broker regarding the
  - 38 real and/or personal property. Submit to MLS: (select one)  Yes  No; Install a lock box: (select
  - 39 one)  Yes  No
  - 40 4. Offer cooperation and compensation to brokers who: (select applicable)
  - 41  Are acting as Subagents, Broker shall offer compensation as follows //// percent of
  - 42 the gross sales price or \$0.00
  - 43  Are acting as Buyer's Agents, Broker shall offer compensation as follows //// percent of
  - 44 the gross sales price or \$1,500.00
  - 45  Are acting as Intermediaries, Broker shall offer compensation as follows //// percent of
  - 46 the gross sales price or \$1,500.00
  - 47  Are acting as Licensees with Customer, Broker shall offer compensation as follows /// percent
  - 48 of the gross sales price or \$1,500.00

- 49 5. Report the closed sale and the terms thereof to any MLS or Board of REALTORS® of which it is a  
50 member for further release to its members, or to potential clients, certified appraisers, or customers, for  
51 their use as comparable market data and statistics; and  
52 6. List properties for other prospective Sellers without breaching any duty or obligation to Seller.  
53

54 **III. PRICE AND TERMS**

55 The Listing price shall be (\$32,000.00) Dollars payable upon the following terms and  
56 conditions: (select applicable)  Cash  Assumption  New Loan  Seller Financing (see terms in additional  
57 provisions).  
58

59 **IV. BROKER COMPENSATION**

- 60 A. The amount or rate of real estate commission is not fixed by law. It is set by each Broker individually and  
61 may be negotiable between Seller and Broker.  
62 B. Seller hereby agrees to pay Broker as compensation for Broker's services: (select applicable)  
63  \_\_\_\_\_ % of the purchase price  \$3,000.00  
64  Other \_\_\_\_\_  
65 C. In case of any sale or exchange of the subject property within said listing period by Broker, or by any  
66 person, Seller shall pay the compensation at closing.  
67 D. "Sale," as used in this Contract shall include, but is not limited to, any exchange of the Property; any  
68 contribution or conveyance of the Property or any interest therein to any person or business entity; or the  
69 granting of an option to purchase the Property.  
70 E. Seller shall pay Broker the compensation at closing but no later than seven (7) days of the date written  
71 demand is mailed by Broker to Seller upon the occurrence of any of the following events:  
72 1. If Seller shall, within the listing period provided herein, either reject or fail to accept a written offer to  
73 purchase the subject property from a Buyer who is ready, willing, and able to purchase the subject  
74 property for the price and upon the terms provided herein at a time when another written offer to  
75 purchase the property has not been accepted by Seller; **OR**  
76 2. In the event that a commission is earned for the lease, sale, or exchange of this property by another  
77 Wyoming licensed real estate Broker with whom Seller lists the property at any time after termination  
78 of this Contract, the protection stated above shall be waived so that Seller is not liable for dual  
79 commissions. If Seller shall refuse to close a sale of the subject property even though Seller, within  
80 said listing period, has entered into a fully executed contract for the sale of said property; **OR**  
81 3. If Seller shall refuse to close a sale of the subject property even though Seller, within said listing period  
82 has entered into a fully executed contract for the sale of said property.  
83 4. If the Property or any part thereof is sold, exchanged, leased, placed under contract or optioned, or if  
84 any other transaction occurs which causes or will cause an effective change of ownership of the  
85 Property from Seller to a third party within 30 days after the expiration of this Contract, to or  
86 with any person, firm, corporation or other entity or anyone acting for such person, firm, corporation  
87 or other entity to whom the property was introduced by Seller, Broker or any of Broker's Salespeople  
88 or by any other person, and whose name was disclosed by Broker to Seller, in any manner, including  
89 in writing, electronically or orally, prior to expiration of this Contract or, if not provided to Seller prior  
90 to expiration, by written notice, deposited in the U.S. Mail, certified mail, return receipt requested and  
91 postage prepaid, before midnight of the seventh (7th) day following the date of the termination of this  
92 Contract exclusive of the date of termination. A written offer to purchase or otherwise transact on the  
93 Property submitted to Seller during the term of this Contract shall constitute the notice required by this  
94 subparagraph without further notice to Seller.  
95 F. In the event of forfeiture of payments made by a prospective Buyer on any contract obtained during the  
96 term of this Contract, the sums so forfeited shall be divided between Broker and Seller, \_\_\_ %  
97 thereof to Broker, but not to exceed the commission agreed upon herein, and the balance to Seller.  
98 G. A lease commission of: (select applicable)  \_\_\_ % of the total lease payments  
99  \$ 0.00  Other \_\_\_ in the event that Broker  
100 or any other person negotiates a lease acceptable to Seller during the term of this Contract, payable upon  
101 execution of a lease or by mutual agreement of all parties.  
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EXCLUSIVE RIGHT TO SELL LISTING CONTRACT, SELLER AGENCY-NONAGRICULTURAL, VACANT LAND

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V. **LIMITATION ON BROKER'S COMPENSATION** Broker shall not accept compensation from the Buyer, the Buyer's Agent, or any entity participating in or providing services for the Sale without the written consent of the Seller.

VI. **CLOSING COSTS**

- A. Seller shall pay the following additional closing costs in collected, certified, or available funds acceptable to the Closing Agent at closing;
  - 1. Recording fee for any mortgage release(s), deed preparation and Owner's title insurance policy as stated below;
  - 2. Any cost of repairs Seller agrees to pay in the Contract to Buy and Sell Real Estate; and
  - 3. Other: ////////////////////
- B. General taxes for the year of closing based on the most recent assessment, personal property taxes, prepaid rents, water rents, sewer rents, homeowner's and condominium association fees, dues or assessments, mortgage insurance premiums, and interest on encumbrances, if any and if applicable, shall be apportioned through date of closing. Assessments for all special improvements now installed, to the extent due and payable on or before closing, shall be paid by Seller. Any such installments becoming due after closing shall be paid by Buyer, in the amount of \$ 0.00 per //////////////// /// for a period of ////////////////.
- C. Closing Agent's fee shall be paid by: *(select applicable)*  Buyer  Seller  Split between Buyer and Seller evenly  Each to pay their own  Other: \_\_\_\_\_.
- D. Any unreleased judgments, liens or other encumbrances affecting property included in the purchase price, and required to be paid, shall be paid by Closing Agent from the proceeds of this transaction or paid by the responsible party in collected, certified, or available funds acceptable to the Closing Agent at closing.

VII. **ITEMS INCLUDED IN PURCHASE PRICE**

- A. Price shall include all fixtures currently on premises with the following fixture exceptions: ////////////////
- B. Non-fixture items included in the purchase price: //////
- C. The price shall also include any propane or other heating liquid remaining in any tank on the premises on the date of closing.

VIII. **TITLE**

- A. The Owners of Record are Sweetwater County who hold such fee interest as: *(select applicable)*  Sole Ownership  Husband and Wife  A Married Couple/Tenants by Entirety  Joint Tenants with Right of Survivorship  Tenants in Common  Partnership  LLC  Corporation  Trust  (Other) \_\_\_\_\_.
- B. The Sellers (if different from the Owner of Record) are //////
- C. In case of sale or exchange, Seller agrees to furnish, at Seller's expense, an Owner's title insurance policy in an amount equal to the purchase price, showing merchantable or satisfactory title in Seller.
- D. In case of sale or exchange, Seller agrees to execute and deliver a general warranty deed, or //////////////// deed including the release and waiver of all homestead rights, if any, and a good and sufficient bill of sale to Buyer conveying said real and personal properties. Title shall be subject to general taxes for the year of closing, local improvement districts, guaranteed revenues to utility companies, building and zoning regulations, city, county, and state subdivision and zoning laws, easements, restrictive covenants, and reservations of record and the following additional

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encumbrances which will NOT be released or discharged at closing: //////////  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

**IX. CLOSING AND POSSESSION**

- A. Closing shall occur as mutually agreed in writing between the parties, at a time and place which shall be designated by Listing Broker. Seller, at Seller's option, may continue to offer subject property for sale until closing. Seller understands, however, that any additional offer accepted may subject Seller to remedies provided by law for breach of the original Contract.
- B. Possession shall be delivered to Buyer as mutually agreed in writing between the Buyer and Seller.
- C. Possession shall be subject to the leases or tenancies, if any.
  - 1. Copies of all leases and/or tenants' written verifications of rental terms, security/damage deposits are **attached hereto**. Seller agrees to notify Broker of any changes in tenant status immediately.
  - 2. All security/damage deposits shall be transferred to Buyer at closing.
- D. "Closing" is defined as "the date on which all documents are either recorded or accepted by an escrow agent and the sale proceeds are available to Seller."

**X. CONDITION OF PROPERTY**

Seller agrees that any defects of a material nature regarding the condition of the property or condition of title, actually known by Broker, must be disclosed by Broker to any Buyer. Seller hereby indemnifies and holds Broker harmless from all claims arising from Seller's failure to completely and accurately disclose, on an ongoing basis during the term of this Contract, all conditions of the property, the status of all financing and encumbrances and all special facts which may be material to Broker's representation of Seller's property.

(Select A or B):

- A. Seller has completed and attaches as an addendum hereto, the Property Disclosure. All known conditions of the real and/or personal property have been set forth in that Property Disclosure.
- B. A Property Disclosure is not available.

**XI. INSPECTION**

- A. Seller agrees to permit all electrical, mechanical, structural, pest, air quality (such as mold), environmental (such as radon or lead-based paint) and/or other inspections of the property by Broker, Subagents, prospective Buyers, Buyer's Agents, Intermediary Brokers or by third persons acting on their behalf, at reasonable times, upon at least 24 hours advance notice, and without expense to Seller unless otherwise agreed in writing.
- B. Broker has no duty to conduct an independent inspection of the property for the benefit of a Buyer and has no duty to independently verify the accuracy or completeness of statements made by Seller or independent inspectors. Broker has no duty to conduct an independent investigation of Buyer's financial condition or to verify the accuracy or completeness of any statement made by Buyer.

**XII. DEFAULTS, REMEDIES AND ATTORNEY'S FEES**

- A. **TIME IS OF THE ESSENCE** hereof, and any party who fails to tender any payment, or perform any other condition hereof as herein provided, shall be in default of this Contract. In the event of default, the non-defaulting party may treat this Contract as breached and recover such damages as may be proper.
- B. In the event that any party shall become in default or breach of any of the terms of this Contract, such defaulting or breaching party shall pay all reasonable attorney's fees, costs, and other expenses which the non-breaching or non-defaulting party may incur in enforcing this Contract with or without formal proceedings. This provision shall not limit any other remedies to which the parties may otherwise be entitled.
- C. Seller agrees that in the event of any controversy regarding earnest money or things of value held by Broker and/or Closing Agent, unless Broker and/or Closing Agent receives written instructions from both Buyer and Seller as set forth in Wyoming Statutes § 33-28-122(f) regarding disposition of the earnest money or things of value, Broker and/or Closing Agent, in its sole discretion, may hold the earnest money or things

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of value or may interplead all parties and deposit the earnest money deposit or things of value into a court of competent jurisdiction. Broker and/ or Closing Agent shall be entitled to recover its attorney's fees and costs from the non-prevailing party in the action in which the funds are interplead, but if no such award or payment is made, Broker and/or Closing Agent shall recover its court costs and reasonable attorney's fees from the interpleaded funds or things of value.

**XIII. AGREEMENTS AND COVENANTS**

- A. Broker agrees that, until closing, Broker shall convey to Seller every offer and counteroffer delivered to Broker as soon as practicable after receipt.
- B. **NONDISCRIMINATION.** The parties agree not to discriminate unlawfully against any prospective Buyer because of the race, color, sex, sexual orientation, gender identity, national origin, familial status, physical or mental disability, or religion of such person.
- C. Seller agrees to refer to Broker all inquiries from other Brokers and all prospective Buyers received by Seller during the term of this Contract.
- D. Seller agrees that Broker shall not be responsible for property management or maintenance of the premises, or utilities; nor shall Broker be liable for damage of any kind occurring to the premises or injury to third parties, unless such damages or injuries shall be caused by the negligence of Broker.
- E. Seller hereby directs the holder of any note, lien, security agreement, financing statement, or other encumbrance secured by the above listed property to disclose to Broker the amount owing on said encumbrance and other terms thereof and provide copies of all documents relating to such encumbrances to Broker.
- F. The undersigned covenants that upon execution of this Contract:
  - 1. If Seller is a partnership, association, LLC, trust, or corporation, the undersigned is duly authorized to execute this Contract on behalf of such entity. **Evidence of authority is ATTACHED HERETO.**
  - 2. If Seller is a person or entity other than the owner of record, such Seller has the authority to execute this Contract and perform all of the obligations of Seller herein, including the delivery of merchantable title at closing.
  - 3. There are no outstanding or contemplated claims in connection with any insurance policy covering the above-described property, except: No known exceptions
  - 4. There are no legal proceedings that could affect title to the property such as bankruptcy, foreclosure, divorce, delinquent child support, probate, will contest, etc., except: No known exceptions
  - 5. There have been no alterations, repair work or new construction, services performed, or materials furnished during the last 12 months for which there are unpaid bills or claims, except: No known exceptions
  - 6. On items included in purchase price, there are no chattel mortgages, conditional sales contracts, security agreements, financing statements, or personal property leases affecting any materials, fixtures, appliances, furnishings, or equipment placed upon or installed in or upon said real property or the improvements thereon, except: No known exceptions
  - 7. There are no judgments or liens against the subject property or the Owner or Seller, EXCEPT general taxes for the year of closing and No known exceptions

260 **XIV. ADDITIONAL PROVISIONS**

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EXCLUSIVE RIGHT TO SELL LISTING CONTRACT, SELLER AGENCY-NONAGRICULTURAL, VACANT LAND  
REVISED 2025 | PAGE 6  
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**XV. MISCELLANEOUS TERMS.**

- A. **DEFINED TERMS.** "N/A" is understood to mean "not applicable." This "Contract" shall refer to the Contract to Buy and Sell Real Estate attached hereto. Any reference to acceptance shall mean the date on which the last party signs this Contract or any Counteroffer without further modification and delivers the same to the other party.
- B. **EXECUTION.** This instrument may be executed in counterparts, each shall be an original, and all of which together shall constitute one instrument. A signed counterpart delivered via electronic or digital shall have the same force and effect as an original counterpart executed by such party. This Contract may not be modified except by written instrument signed by both Seller and Buyer. The parties hereto agree that electronic signatures and initials shall be legally binding.
- C. **DAYS.** All references to "days" shall be deemed to refer to business days. The term "business days" shall be defined as Monday through Friday, excluding Saturday, Sunday, and national holidays. Should any performance date or deadline contained herein fall on a weekend or national holiday, said date will automatically be extended to the next business day. The time in which any act required under this Contract is to be performed shall be computed by excluding the day on which the triggering event occurs and including the last day of such time period. All chronological times referred to in this Contract, and all other documents relating to this Contract, shall be deemed to be Mountain Standard Time or Mountain Daylight Time as applicable. Whenever a provision of this Contract establishes a date by which an event must occur, it shall be deemed to establish 5:00 PM Mountain Time on such date as the deadline for such event, unless stated otherwise.
- D. **NOTICES.** All notices required or contemplated herein shall be in writing and delivered to Buyer or Seller and shall be deemed to be delivered to either's respective broker (if working with a broker) or Buyer at contact information provided in this Contract, in the following manner: (a) by personal delivery, (b) by United States Mail (registered or certified, postage prepaid, return receipt requested), (c) via over-night delivery by a nationally recognized courier, (d) by facsimile, or (e) by email. In each case, if a party is working with a broker, notice is effective to Buyer or Seller (as applicable) if addressed to such party's broker, at the address, facsimile number, or email address for such broker as listed in the Multiple Listing Service (MLS) or as set forth below.
- E. **GOVERNING LAW AND VENUE.** This Contract shall be construed in accordance with the laws of the State of Wyoming and venue for any court action arising out of this Contract shall be in the county or counties which the Property is located.
- F. **NO MATERIAL CHANGES.** Seller shall not enter into any new leases or other agreements affecting the Property, or amendments to existing leases (including renewals) or other written agreements, without prior written approval of Buyer.
- G. **CLOSING AGENT:** A closing agent is a neutral third party who assists the buyer, seller and lender with a real and/or personal property sale and is responsible for ensuring that the necessary agreements are properly executed, including collecting the signatures of both parties, witnessing the signing, and providing copy of the agreement to both parties. The closing agent ensures that the funds are properly disbursed.

**XVI. ADDENDA ATTACHED: (Check all that apply)**

- |  |  |
|--|--|
| <input type="checkbox"/> Lead-Based Paint Disclosure                                       | <input type="checkbox"/> Easements                         |
| <input type="checkbox"/> Addendum for Additional Provisions                                | <input type="checkbox"/> Property Condition Disclosure     |
| <input checked="" type="checkbox"/> Real Estate Brokerage Disclosure Form                  | <input type="checkbox"/> 1031 Tax Deferred Exchange Notice |
| <input type="checkbox"/> Consent Amendment & In-Company Transaction Disclosure             | <input type="checkbox"/> Evidence of Authority             |
| <input type="checkbox"/> Copies of all leases and/or written verifications of rental terms | <input type="checkbox"/> Designation of Agent/Intermediary |
| <input type="checkbox"/> Preliminary Title Commitment                                      | <input type="checkbox"/> HOA/COA Documents                 |
| <input type="checkbox"/> Applicable Covenants  | <input type="checkbox"/> Other: _____                      |
| <input type="checkbox"/> Mortgage Verification   |  |

EXCLUSIVE RIGHT TO SELL LISTING CONTRACT, SELLER AGENCY-NONAGRICULTURAL, VACANT LAND

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**XVII. ACKNOWLEDGMENTS**

- A. This Contract shall be executed in multiple copies and by their signatures hereon the parties acknowledge receipt of a signed copy at the time of signing.
- B. All representations made by Broker in the negotiations of this Contract have been incorporated herein; there are no oral agreements between Seller and Broker to modify the terms and conditions hereof and this Contract may be modified only in writing and executed by all parties hereto.

**THIS IS A LEGALLY BINDING CONTRACT. IF YOU DO NOT UNDERSTAND THE TERMS AND CONDITIONS, CONSULT LEGAL OR OTHER COUNSEL BEFORE SIGNING.**

**BROKERAGE FIRM:** Brokerage Southwest

By Licensee for Brokerage Firm: \_\_\_\_\_ Date \_\_\_\_\_

Signature Sonya Riskus

Seller \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

EXCLUSIVE RIGHT TO SELL LISTING CONTRACT, SELLER AGENCY-NONAGRICULTURAL, VACANT LAND

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Serial#: 072045-500176-9108399

Prepared by: Sonya Riskus | Brokerage Southwest | sonyariskus@yahoo.com |



1 **This Estimate is Prepared For:**

2 Sweetwater County

3 \_\_\_\_\_

4 \_\_\_\_\_

5 **Property Address:** 810 Primrose Ave, Bairoil WY 82322

6 **Estimated Date of Closing:** \_\_\_\_\_

7 **In Reference to Contract:** \_\_\_\_\_

8

9 **Selling Price** \$ 32,000.00

10 First Mortgage Payoff \$ \_\_\_\_\_

11 Other Mortgage Payoff \$ \_\_\_\_\_

12

13 Brokerage Fee \$ 3,000.00

14 Listing Side \$ 1,500.00

15 Selling Side \$ 1,500.00

16 Title Insurance Premium \$ \_\_\_\_\_

17 Interest on Existing Mortgages \$ \_\_\_\_\_

18 Seller Paid Discount Points \$ \_\_\_\_\_

19 Homeowners Fee Adjustment \$ \_\_\_\_\_

20 Property Tax Prorated \$ \_\_\_\_\_

21 Home Warranty Program \$ \_\_\_\_\_

22 Recording Fees (Mortgage Releases) \$ 50.00

23 Required Repairs \$ \_\_\_\_\_

24 Express Payoff to Mortgage Holder \$ \_\_\_\_\_

25 Closing Agent's Fee \$ 175.00

26 Deed Preparation: \_\_\_\_\_ \$ \_\_\_\_\_

27 Seller Concessions: \_\_\_\_\_ \$ \_\_\_\_\_

28 Seller Concessions: \_\_\_\_\_ \$ \_\_\_\_\_

29 Other Expenses: \_\_\_\_\_ \$ \_\_\_\_\_

30 Other Expenses: \_\_\_\_\_ \$ \_\_\_\_\_

31 Other Expenses: \_\_\_\_\_ \$ \_\_\_\_\_

32 Other Expenses: \_\_\_\_\_ \$ \_\_\_\_\_

33 **Estimated Costs of Sales** \$ 3,225.00

34

35 **Net Proceeds from Sale** \$ 28,775.00

36

37 **Estimated and Prepared by:** \_\_\_\_\_

38 **Firm Name** Brokerage Southwest

39 **Address** \_\_\_\_\_

40 **City, State, Zip** \_\_\_\_\_

41 **Date Prepared:** \_\_\_\_\_ **Seller(s) Initials** \_\_\_\_\_

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**All Information believed reliable but not warranted.**



### MEETING REQUEST FORM

<b>Meeting Date Requested:</b> February 3, 2026	<b>Contact Phone and E-mail:</b> 3078723724 cowanm@sweetwatercountywy.gov
<b>Presenters Name, Title and Name of Organization:</b> Mark Cowan, Sweetwater County Treasurer	<b>Exact Wording for Agenda:</b> 12:15- County Revenue Update
<b>Preference of Placement on Agenda &amp; Amount of Time Requested for Presentation:</b> no preference	<b>Will there be handouts? (If yes, include with meeting request form)</b> Yes
<b>Will handouts require SIGNATURES?</b> No <b>SHOULD THE ITEM BE MARKED CONFIDENTIAL?</b> No	If you are submitting a Resolution or Proclamation, please forward in Word format to: shoemakers@sweetwatercountywy.gov
<b>Additional Information:</b>	
<b>Attachments:</b> <a href="#">County Revenue Update.pdf</a> <a href="#">COUNTY REVENUE CHART.pdf</a>	

#### INSTRUCTIONS:

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

[sweetwatercountywy.gov](http://sweetwatercountywy.gov) on Thursday afternoon by clicking “Commissioner's Agenda”.

- If a request to be placed on an agenda is received **AFTER** the deadline, you will be considered for the next meeting date.

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

[County Revenue Update.pdf](#)

[COUNTY REVENUE CHART.pdf](#)

Account Number	Account Desc	Revised Budget	YTD Actuals	Available Budget	% Used
<b>001 GENERAL FUND</b>					
<b>Revenue Accounts</b>		<b>(3,103,741.30)</b>	<b>(1,159,878.74)</b>	<b>(1,931,839.05)</b>	<b>37.76 %</b>
001 377000	OTHER REV	0.00	(12,023.51)	12,023.51	100.00%
0021 333110	GG-OPGREV	0.00	(613,898.06)	613,898.06	100.00%
0022 333110	PS-OPGREV	0.00	12,161.88	(12,161.88)	100.00%
0023 333110	GRANT-OP	0.00	(748.00)	748.00	100.00%
0024 333110	HRW-OPGREV	(3,103,741.30)	(405,487.80)	(2,698,253.50)	13.06%
0024 333130	HRW-CPGREV	0.00	(151,906.76)	151,906.76	100.00%
600 399200	FA-PROCSA	0.00	(150,668.78)	150,668.78	100.00%
<b>12 ENGINEERING</b>		<b>(6,500.00)</b>	<b>(13,900.00)</b>	<b>7,400.00</b>	<b>213.85 %</b>
<b>001 GENERAL FUND</b>		<b>(6,500.00)</b>	<b>(13,900.00)</b>	<b>7,400.00</b>	<b>213.85 %</b>
<b>Revenue Accounts</b>		<b>(6,500.00)</b>	<b>(13,900.00)</b>	<b>7,400.00</b>	<b>213.85 %</b>
<b>15 FACILITIES PARKS AND</b>		<b>(5,000.00)</b>	<b>(5,646.04)</b>	<b>646.04</b>	<b>112.92 %</b>
<b>001 GENERAL FUND</b>		<b>(5,000.00)</b>	<b>(5,646.04)</b>	<b>646.04</b>	<b>112.92 %</b>
<b>Revenue Accounts</b>		<b>(5,000.00)</b>	<b>(5,646.04)</b>	<b>646.04</b>	<b>112.92 %</b>
<b>16 FIRE MARSHALL</b>		<b>(250,000.00)</b>	<b>0.00</b>	<b>(250,000.00)</b>	<b>0.00 %</b>
<b>001 GENERAL FUND</b>		<b>(250,000.00)</b>	<b>0.00</b>	<b>(250,000.00)</b>	<b>0.00 %</b>
<b>Revenue Accounts</b>		<b>(250,000.00)</b>	<b>0.00</b>	<b>(250,000.00)</b>	<b>0.00 %</b>
<b>24 HUMAN RESOURCES</b>		<b>(57,800.00)</b>	<b>(78,950.30)</b>	<b>21,150.30</b>	<b>136.59 %</b>
<b>001 GENERAL FUND</b>		<b>(57,800.00)</b>	<b>(78,950.30)</b>	<b>21,150.30</b>	<b>136.59 %</b>
<b>Revenue Accounts</b>		<b>(57,800.00)</b>	<b>(78,950.30)</b>	<b>21,150.30</b>	<b>136.59 %</b>
<b>28 JUVENILE PROBATION</b>		<b>(19,155.00)</b>	<b>(8,962.55)</b>	<b>(10,192.45)</b>	<b>46.79 %</b>
<b>001 GENERAL FUND</b>		<b>(19,155.00)</b>	<b>(8,962.55)</b>	<b>(10,192.45)</b>	<b>46.79 %</b>
<b>Revenue Accounts</b>		<b>(19,155.00)</b>	<b>(8,962.55)</b>	<b>(10,192.45)</b>	<b>46.79 %</b>
<b>30 LAND USE</b>		<b>(154,000.00)</b>	<b>(116,000.00)</b>	<b>(38,000.00)</b>	<b>75.32 %</b>
<b>001 GENERAL FUND</b>		<b>(154,000.00)</b>	<b>(116,000.00)</b>	<b>(38,000.00)</b>	<b>75.32 %</b>
<b>Revenue Accounts</b>		<b>(154,000.00)</b>	<b>(116,000.00)</b>	<b>(38,000.00)</b>	<b>75.32 %</b>
<b>32 PURCHASING</b>		<b>0.00</b>	<b>(10,936.52)</b>	<b>10,936.52</b>	<b>100.00 %</b>
<b>001 GENERAL FUND</b>		<b>0.00</b>	<b>(10,936.52)</b>	<b>10,936.52</b>	<b>100.00 %</b>
<b>Revenue Accounts</b>		<b>0.00</b>	<b>(10,936.52)</b>	<b>10,936.52</b>	<b>100.00 %</b>
<b>34 ROAD AND BRIDGE</b>		<b>(951,045.00)</b>	<b>(535,045.00)</b>	<b>(416,000.00)</b>	<b>56.26 %</b>
<b>001 GENERAL FUND</b>		<b>(951,045.00)</b>	<b>(535,045.00)</b>	<b>(416,000.00)</b>	<b>56.26 %</b>
<b>Revenue Accounts</b>		<b>(951,045.00)</b>	<b>(535,045.00)</b>	<b>(416,000.00)</b>	<b>56.26 %</b>
<b>36 VETERANS SERVICES</b>		<b>(220,000.00)</b>	<b>(238,220.07)</b>	<b>18,220.07</b>	<b>108.28 %</b>
<b>001 GENERAL FUND</b>		<b>(220,000.00)</b>	<b>(238,220.07)</b>	<b>18,220.07</b>	<b>108.28 %</b>
<b>Revenue Accounts</b>		<b>(220,000.00)</b>	<b>(238,220.07)</b>	<b>18,220.07</b>	<b>108.28 %</b>
<b>37 SPT23 JOINT POWERS</b>		<b>(11,375.00)</b>	<b>(7,383.72)</b>	<b>(3,991.28)</b>	<b>64.91 %</b>
<b>001 GENERAL FUND</b>		<b>(11,375.00)</b>	<b>(7,383.72)</b>	<b>(3,991.28)</b>	<b>64.91 %</b>

<b>Revenue Accounts</b>		<b>(11,375.00)</b>	<b>(7,383.72)</b>	<b>(3,991.28)</b>	<b>64.91 %</b>
<b>55 COUNTY ATTORNEY</b>		<b>(443,976.00)</b>	<b>(427,182.30)</b>	<b>(16,793.70)</b>	<b>96.22 %</b>
<b>001 GENERAL FUND</b>		<b>(443,976.00)</b>	<b>(427,182.30)</b>	<b>(16,793.70)</b>	<b>96.22 %</b>
<b>Revenue Accounts</b>		<b>(443,976.00)</b>	<b>(427,182.30)</b>	<b>(16,793.70)</b>	<b>96.22 %</b>
<b>60 COUNTY CLERK</b>		<b>(767,464.00)</b>	<b>(627,811.82)</b>	<b>(139,652.18)</b>	<b>81.80 %</b>
<b>001 GENERAL FUND</b>		<b>(767,464.00)</b>	<b>(627,811.82)</b>	<b>(139,652.18)</b>	<b>81.80 %</b>
<b>Revenue Accounts</b>		<b>(767,464.00)</b>	<b>(627,811.82)</b>	<b>(139,652.18)</b>	<b>81.80 %</b>
<b>65 CLERK OF DISTRICT</b>		<b>(105,000.00)</b>	<b>(97,877.07)</b>	<b>(7,122.93)</b>	<b>93.22 %</b>
<b>001 GENERAL FUND</b>		<b>(105,000.00)</b>	<b>(97,877.07)</b>	<b>(7,122.93)</b>	<b>93.22 %</b>
<b>Revenue Accounts</b>		<b>(105,000.00)</b>	<b>(97,877.07)</b>	<b>(7,122.93)</b>	<b>93.22 %</b>
<b>75 COUNTY SHERIFF</b>		<b>(756,347.38)</b>	<b>(655,444.11)</b>	<b>(100,903.27)</b>	<b>86.66 %</b>
<b>001 GENERAL FUND</b>		<b>(756,347.38)</b>	<b>(655,444.11)</b>	<b>(100,903.27)</b>	<b>86.66 %</b>
<b>Revenue Accounts</b>		<b>(756,347.38)</b>	<b>(655,444.11)</b>	<b>(100,903.27)</b>	<b>86.66 %</b>
<b>80 COUNTY TREASURER</b>		<b>(49,794,260.85)</b>	<b>(51,938,090.95)</b>	<b>2,143,830.10</b>	<b>104.31 %</b>
<b>001 GENERAL FUND</b>		<b>(49,794,260.85)</b>	<b>(51,938,090.95)</b>	<b>2,143,830.10</b>	<b>104.31 %</b>
<b>Revenue Accounts</b>		<b>(49,794,260.85)</b>	<b>(51,938,090.95)</b>	<b>2,143,830.10</b>	<b>104.31 %</b>
0018000 311110	RL PROP TX	(31,889,181.85)	(34,651,005.40)	2,761,823.55	*108.66%
0018000 311112	VET EXMP	(56,162.00)	(54,829.38)	(1,332.62)	97.63%
0018000 311113	TRAHM	0.00	(211.92)	211.92	100.00%
0018000 311300	CNTY SALES	(4,078,477.00)	(3,868,834.31)	(209,642.69)	94.86%
0018000 311310	ST SLS L1%	(2,806,015.00)	(2,663,819.19)	(142,195.81)	94.93%
0018000 311350	WY 5% REIM	(191,548.00)	(235,023.41)	43,475.41	*122.70%
0018000 311411	GAS TX	0.00	11,939.43	(11,939.43)	100.00%
0018000 311412	SPEC FUEL	0.00	9,350.26	(9,350.26)	100.00%
0018000 311420	CIG TAX	(14,180.00)	(8,727.35)	(5,452.65)	61.54%
0018000 311810	ST SEV TX	(1,432,528.00)	(1,425,769.44)	(6,758.56)	99.53%
0018000 311830	CAR CO TAX	(36,724.00)	(44,258.80)	7,534.80	*120.52%
0018000 311840	AUTO PROR	(63,408.00)	(62,351.18)	(1,056.82)	98.33%
0018000 311850	RENT CARS	(10,214.00)	(6,740.28)	(3,473.72)	65.99%
0018000 311860	HORSE RAC	(1,222,170.00)	(1,177,493.38)	(44,676.62)	96.34%
0018000 311870	LOTTO TAX	(90,382.00)	(40,055.62)	(50,326.38)	44.32%
0018000 311910	PEN/INT DQ	(87,286.00)	989,039.06	(1,076,325.06)	-1,133.10%
0018000 311930	PN/INT SLS	(112,683.00)	(101,007.20)	(11,675.80)	89.64%
0018000 322220	MTR VEH TX	(2,000,000.00)	(2,095,758.31)	95,758.31	*104.79%
0018000 322221	MOB EQ PP	(9,319.00)	(17,418.18)	8,099.18	*186.91%
0018000 322231	TEMP PLACA	(1,502.00)	(1,490.00)	(12.00)	99.20%
0018000 333300	PILT REV	(3,824,309.00)	(4,052,466.00)	228,157.00	*105.97%
0018000 344150	COM VD/PH	(66.00)	0.00	(66.00)	0.00%
0018000 344170	TRS-COLL	(19,755.00)	(22,577.20)	2,822.20	*114.28%

0018000 344180	TRS-CP&CR	(6,450.00)	(5,635.00)	(815.00)	87.36%
0018000 344181	TRS-ADV TX	(2,858.00)	(1,984.00)	(874.00)	69.42%
0018000 344191	TRS-RET CK	(608.00)	(540.00)	(68.00)	88.82%
0018000 344192	TRS-ATO PS	(16,500.00)	(51,851.58)	35,351.58	*314.25%
0018000 344193	TRS-SHARE	(19,535.00)	(15,876.00)	(3,659.00)	81.27%
0018000 344199	TRS-MISC	(500.00)	(1,000.00)	500.00	*200.00%
0018000 366110	INTRST REV	(1,800,000.00)	(2,234,397.71)	434,397.71	*124.13%
0018000 366119	INT AUTO	(1,900.00)	0.00	(1,900.00)	0.00%
0018000 366130	INC FMV IN	0.00	(107,298.86)	107,298.86	100.00%
		<b>56,645,664.53</b>	<b>55,921,329.19</b>		<b>99%</b>

Account Number	Account Desc	Revised Budget	YTD Actuals
<b>001 GENERAL FUND</b>		<b>(2,375,255.71)</b>	<b>(1,141,904.86)</b>
Revenue Accounts		(2,375,255.71)	(1,141,904.86)
<b>12 ENGINEERING</b>		<b>(6,500.00)</b>	<b>(21,252.95)</b>
<b>001 GENERAL FUND</b>		<b>(6,500.00)</b>	<b>(21,252.95)</b>
Revenue Accounts		(6,500.00)	(21,252.95)
<b>14 FACILITIES MAINTENANCE</b>		<b>0.00</b>	<b>(12,254.99)</b>
<b>001 GENERAL FUND</b>		<b>0.00</b>	<b>(12,254.99)</b>
Revenue Accounts		0.00	(12,254.99)
<b>15 FACILITIES PARKS AND REC</b>		<b>(5,000.00)</b>	<b>(12,704.96)</b>
<b>001 GENERAL FUND</b>		<b>(5,000.00)</b>	<b>(12,704.96)</b>
Revenue Accounts		(5,000.00)	(12,704.96)
<b>16 FIRE MARSHALL</b>		<b>(70,000.00)</b>	<b>(9,460.90)</b>
<b>001 GENERAL FUND</b>		<b>(70,000.00)</b>	<b>(9,460.90)</b>
Revenue Accounts		(70,000.00)	(9,460.90)
<b>24 HUMAN RESOURCES</b>		<b>(57,800.00)</b>	<b>0.00</b>
<b>001 GENERAL FUND</b>		<b>(57,800.00)</b>	<b>0.00</b>
Revenue Accounts		(57,800.00)	0.00
<b>30 LAND USE</b>		<b>(199,000.00)</b>	<b>(90,100.00)</b>
<b>001 GENERAL FUND</b>		<b>(199,000.00)</b>	<b>(90,100.00)</b>
Revenue Accounts		(199,000.00)	(90,100.00)
<b>32 PURCHASING</b>		<b>0.00</b>	<b>(383,340.00)</b>
<b>001 GENERAL FUND</b>		<b>0.00</b>	<b>(383,340.00)</b>
Revenue Accounts		0.00	(383,340.00)
<b>34 ROAD AND BRIDGE</b>		<b>(549,769.00)</b>	<b>(196,285.00)</b>
<b>001 GENERAL FUND</b>		<b>(549,769.00)</b>	<b>(196,285.00)</b>
Revenue Accounts		(549,769.00)	(196,285.00)
<b>36 VETERANS SERVICES</b>		<b>(220,000.00)</b>	<b>(3,094.49)</b>
<b>001 GENERAL FUND</b>		<b>(220,000.00)</b>	<b>(3,094.49)</b>
Revenue Accounts		(220,000.00)	(3,094.49)
<b>37 SPT23 JOINT POWERS BOARD</b>		<b>(48,881.00)</b>	<b>(5,595.16)</b>
<b>001 GENERAL FUND</b>		<b>(48,881.00)</b>	<b>(5,595.16)</b>
Revenue Accounts		(48,881.00)	(5,595.16)
<b>55 COUNTY ATTORNEY</b>		<b>(446,123.00)</b>	<b>(45,141.46)</b>
<b>001 GENERAL FUND</b>		<b>(446,123.00)</b>	<b>(45,141.46)</b>
Revenue Accounts		(446,123.00)	(45,141.46)
<b>60 COUNTY CLERK</b>		<b>(687,504.57)</b>	<b>(343,133.24)</b>
<b>001 GENERAL FUND</b>		<b>(687,504.57)</b>	<b>(343,133.24)</b>
Revenue Accounts		(687,504.57)	(343,133.24)
<b>65 CLERK OF DISTRICT COURT</b>		<b>(105,000.00)</b>	<b>(48,196.45)</b>
<b>001 GENERAL FUND</b>		<b>(105,000.00)</b>	<b>(48,196.45)</b>
Revenue Accounts		(105,000.00)	(48,196.45)
<b>75 COUNTY SHERIFF</b>		<b>(894,614.97)</b>	<b>(339,935.34)</b>
<b>001 GENERAL FUND</b>		<b>(894,614.97)</b>	<b>(339,935.34)</b>
Revenue Accounts		(894,614.97)	(339,935.34)
<b>80 COUNTY TREASURER</b>		<b>(45,441,954.96)</b>	<b>(24,657,489.55)</b>
<b>001 GENERAL FUND</b>		<b>(45,441,954.96)</b>	<b>(24,657,489.55)</b>
Revenue Accounts		(45,441,954.96)	(24,657,489.55)
0018000 311110	RL PROP TX	(27,300,000.00)	(16,658,851.39)
0018000 311112	VET EXMP	(56,162.00)	(92,139.09)
0018000 311113	TRAHM	(225.00)	(88.71)
0018000 311300	CNTY SALES	(4,182,166.00)	(2,120,947.83)
0018000 311310	ST SLS L1%	(2,487,611.00)	(1,468,370.40)

0018000 311350	WY 5% REIM	(210,000.00)	(128,800.85)
0018000 311420	CIG TAX	(12,406.00)	(5,129.28)
0018000 311810	ST SEV TX	(1,446,010.00)	(624,401.29)
0018000 311830	CAR CO TAX	(44,258.80)	(45,273.73)
0018000 311840	AUTO PROR	(57,000.00)	(46,135.00)
0018000 311850	RENT CARS	(8,500.00)	(6,837.28)
0018000 311860	HORSE RAC	(1,050,481.00)	(612,251.17)
0018000 311870	LOTTO TAX	(50,416.00)	(30,117.43)
0018000 311910	PEN/INT DQ	(1,128,539.16)	(129,754.29)
0018000 311930	PN/INT SLS	(93,000.00)	(52,432.85)
0018000 322220	MTR VEH TX	(2,000,000.00)	(1,665,355.03)
0018000 322221	MOB EQ PP	(12,000.00)	(4,787.06)
0018000 322231	TEMP PLACA	(1,500.00)	(782.00)
0018000 333300	PILT REV	(3,824,309.00)	0.00
0018000 333310	REFUGE REV	0.00	(16,089.00)
0018000 344150	COM VD/PH	(66.00)	0.00
0018000 344170	TRS-COLL	(19,755.00)	(14,003.45)
0018000 344180	TRS-CP&CR	(6,300.00)	(8,195.00)
0018000 344181	TRS-ADV TX	(2,830.00)	(1,672.00)
0018000 344191	TRS-RET CK	(600.00)	(390.00)
0018000 344192	TRS-ATO PS	(29,000.00)	(34,605.38)
0018000 344193	TRS-SHARE	(16,220.00)	(7,909.00)
0018000 344199	TRS-MISC	(1,000.00)	(500.00)
0018000 366110	INTRST REV	(1,400,000.00)	(881,671.04)
0018000 366119	INT AUTO	(1,600.00)	0.00
		<b>51,107,403.2</b>	<b>27,309,889.35</b>

Encumbrances	Available Budget	% Used
0.00	(1,233,350.85)	48.08 %
0.00	(1,233,350.85)	48.08 %
0.00	14,752.95	326.97 %
0.00	14,752.95	326.97 %
0.00	14,752.95	326.97 %
0.00	12,254.99	100.00 %
0.00	12,254.99	100.00 %
0.00	12,254.99	100.00 %
0.00	7,704.96	254.10 %
0.00	7,704.96	254.10 %
0.00	7,704.96	254.10 %
0.00	(60,539.10)	13.52 %
0.00	(60,539.10)	13.52 %
0.00	(60,539.10)	13.52 %
0.00	(57,800.00)	0.00 %
0.00	(57,800.00)	0.00 %
0.00	(57,800.00)	0.00 %
0.00	(108,900.00)	45.28 %
0.00	(108,900.00)	45.28 %
0.00	(108,900.00)	45.28 %
0.00	383,340.00	100.00 %
0.00	383,340.00	100.00 %
0.00	383,340.00	100.00 %
0.00	(353,484.00)	35.70 %
0.00	(353,484.00)	35.70 %
0.00	(353,484.00)	35.70 %
0.00	(216,905.51)	1.41 %
0.00	(216,905.51)	1.41 %
0.00	(216,905.51)	1.41 %
0.00	(43,285.84)	11.45 %
0.00	(43,285.84)	11.45 %
0.00	(43,285.84)	11.45 %
0.00	(400,981.54)	10.12 %
0.00	(400,981.54)	10.12 %
0.00	(400,981.54)	10.12 %
0.00	(344,371.33)	49.91 %
0.00	(344,371.33)	49.91 %
0.00	(344,371.33)	49.91 %
0.00	(56,803.55)	45.90 %
0.00	(56,803.55)	45.90 %
0.00	(56,803.55)	45.90 %
0.00	(554,679.63)	38.00 %
0.00	(554,679.63)	38.00 %
0.00	(554,679.63)	38.00 %
0.00	(20,784,465.41)	54.26 %
0.00	(20,784,465.41)	54.26 %
0.00	(20,784,465.41)	54.26 %
0.00	(10,641,148.61)	61.02%
0.00	35,977.09	*164.06%
0.00	(136.29)	39.56%
0.00	(2,061,218.17)	50.71%
0.00	(1,019,240.60)	59.03%

0.00	(81,199.15)	61.33%
0.00	(7,276.72)	41.34%
0.00	(821,608.71)	43.18%
0.00	1,014.93	*102.29%
0.00	(10,865.00)	80.94%
0.00	(1,662.72)	80.44%
0.00	(438,229.83)	58.28%
0.00	(20,298.57)	59.74%
0.00	(998,784.87)	11.50%
0.00	(40,567.15)	56.38%
0.00	(334,644.97)	83.27%
0.00	(7,212.94)	39.89%
0.00	(718.00)	52.13%
0.00	(3,824,309.00)	0.00%
0.00	16,089.00	100.00%
0.00	(66.00)	0.00%
0.00	(5,751.55)	70.88%
0.00	1,895.00	*130.08%
0.00	(1,158.00)	59.08%
0.00	(210.00)	65.00%
0.00	5,605.38	*119.33%
0.00	(8,311.00)	48.76%
0.00	(500.00)	50.00%
0.00	(518,328.96)	62.98%
0.00	(1,600.00)	0.00%
		53%

Monthly Mineral Distributions

	2023	2024	Year Over	2025	Year Over
January	\$ 8,537,318.26	\$ 8,688,197.83	102%	\$ 7,543,004.00	87%
February	\$ 10,037,265.00	\$ 8,470,749.22	84%	\$ 5,450,383.52	64%
March	\$ 12,277,884.16	\$ 9,039,322.81	74%	\$ 8,988,639.40	99%
April	\$ 16,515,385.37	\$ 7,970,003.33	48%	\$ 7,813,626.66	98%
May	\$ 8,043,862.07	\$ 7,180,126.00	89%	\$ 6,671,739.27	93%
June	\$ 6,282,834.36	\$ 7,415,875.30	118%	\$ 5,699,991.68	77%
July	\$ 7,313,244.22	\$ 5,325,716.40	73%	\$ 7,587,082.74	142%
August	\$ 7,328,982.85	\$ 5,320,074.30	73%	\$ 5,672,340.03	107%
September	\$ 6,604,021.64	\$ 7,733,955.60	117%	\$ 6,419,109.28	83%
October	\$ 8,390,307.75	\$ 7,749,644.60	92%	\$ 6,907,653.13	89%
November	\$ 6,961,275.24	\$ 6,997,550.00	101%	\$ 4,815,414.90	69%
December	\$ 7,085,443.13	\$ 5,375,727.30	76%	\$ 7,038,685.22	131%
	\$ 105,379,847.05	\$ 87,266,942.69	83%		

<b>YTD</b>	<b>\$ 105,377,824.05</b>	<b>\$ 87,266,942.69</b>		<b>\$ 80,607,669.83</b>	<b>Decrease</b>
					<b>County mil</b>
					<b>Total</b>

Year

\$ 6,659,272.86

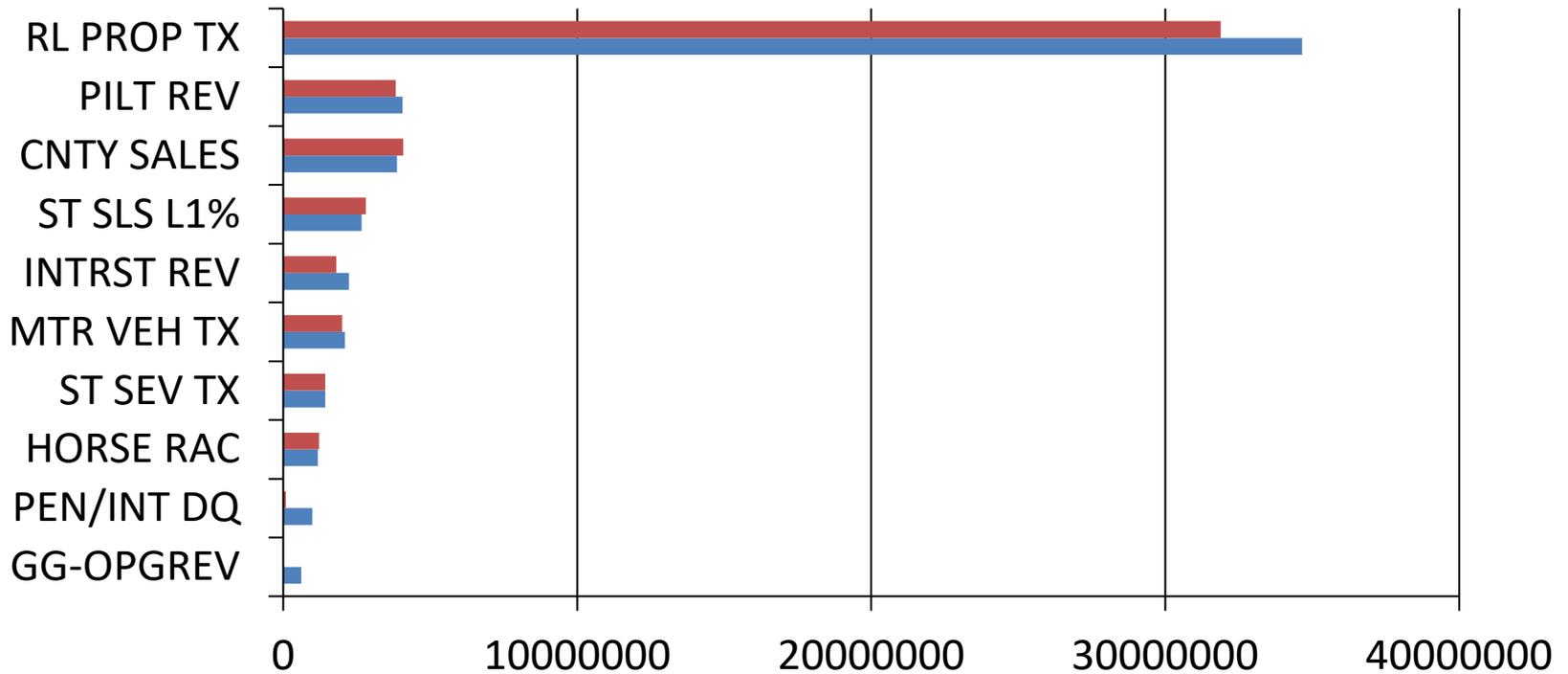
0.168996629

\$ 1,125,394.67

# Top 10 Revenue Sources – 2025

## (Budget vs Actual)

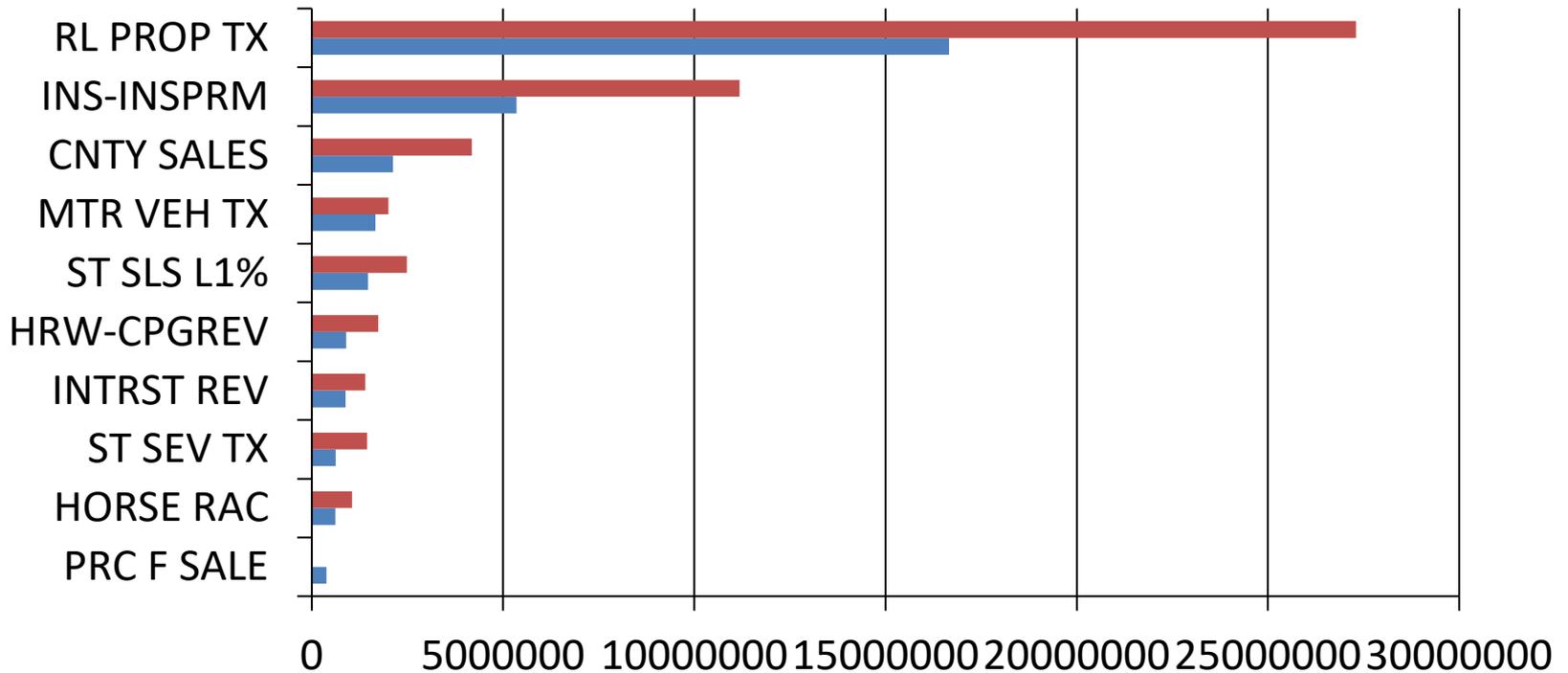
■ Budgeted Revenue   ■ Actual Revenue



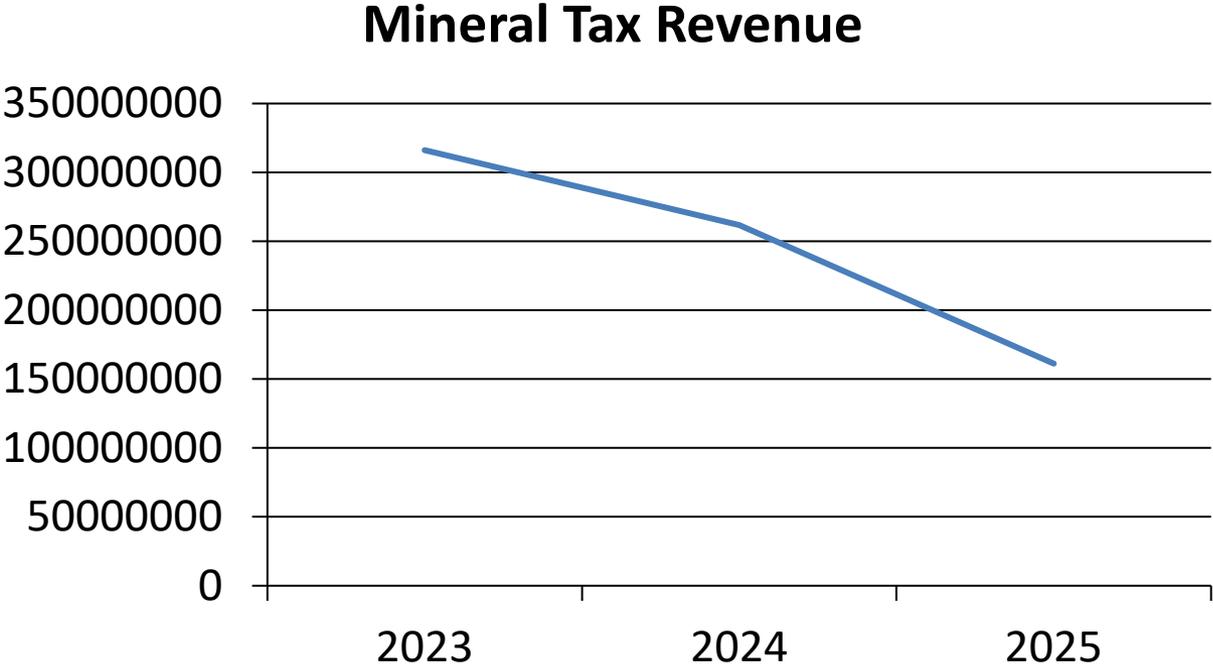
# Top 10 Revenue Sources – 2026

## YTD (Budget vs Actual)

■ Budgeted Revenue ■ Actual Revenue



# Mineral Tax Revenue Trend (Annual Totals)





### MEETING REQUEST FORM

<b>Meeting Date Requested:</b> February 3, 2026	<b>Contact Phone and E-mail:</b> 307-352-6880 dbrubaker@FlyRKS.com
<b>Presenters Name, Title and Name of Organization:</b> Devon Brubaker, Airport Director - Southwest Wyoming Regional Airport	<b>Exact Wording for Agenda:</b> 12:25- SW WY Regional Airport Updates
<b>Preference of Placement on Agenda &amp; Amount of Time Requested for Presentation:</b> 10 minutes, flexible on timing	<b>Will there be handouts? (If yes, include with meeting request form)</b> No
<b>Will handouts require SIGNATURES?</b> No <b>SHOULD THE ITEM BE MARKED CONFIDENTIAL?</b> No	If you are submitting a Resolution or Proclamation, please forward in Word format to: <a href="mailto:shoemakers@sweetwatercountywy.gov">shoemakers@sweetwatercountywy.gov</a>
<b>Additional Information:</b>	
<b>Attachments:</b>	

#### INSTRUCTIONS:

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

- If a request to be placed on an agenda is received **AFTER** the deadline, you will be considered for the next meeting date.

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