NOTICE:

THE SWEETWATER COUNTY BOARD OF COUNTY COMMISSIONERS WILL MEET ON TUESDAY, JULY 15, 2025 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

PRELIMINARY:

PLEDGE OF ALLEGIANCE

ROLL CALL / QUORUM PRESENT

APPROVAL OF THE AGENDA

A. PUBLIC HEARING - BUDGET AMENDMENTS

- Resolution 25-07-CL-04 -a Budget Amendment to increase the facilities maintenance budget for the RTU Project from the Strategic Development Reserve Fund Rebecca Romero, Accounting Specialist
- 2. Resolution 25-07-CL-05- a Budget Amendment to increase the facilities maintenance budget for the Knight Oil Project from the Strategic Development Reserve Fund Rebecca Romero, Accounting Specialist

B. PUBLIC HEARING - PLANNING AND ZONING

1. Resolution 25-07-ZO-01- a Conditional Use Permit Application Renewal for an Impound, Towing, and Salvage Yard as requested by Troy Clark- L&P Towing and Recovery in accordance with requirements in Section 7 of the Sweetwater County 2015 Zoning Resolution

Kassidee Brown, Planner

2. Resolution 25-07-ZO-02- a Zoning Map Amendment, in accordance with Section 20 of the Sweetwater County Zoning Regulations as requested by Carl Migliori for the zoning district of approximately 4 acres more or less to be amended from Light Industrial (I-1) to Single Family Residential (R-2/SF)

Kassidee Brown, Planner

3. Resolution 25-07-ZO-03- a Conditional Use Permit Application for a shop in excess of 200% the gross floor area of the primary residence in accordance with requirements in Sections 5&7 of the Sweetwater County 2015 Zoning Resolution Kassidee Brown, Planner

9:45- 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.

C. 9:55- 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 June 26, 2025 Budget Adoption Minutes BOCC
- 2. Approval of the July 1, 2025 Minutes BOCC
- 3. Approval of County Vouchers/Warrants Expenditure Approval Listing (EAL) and Commissioner Report Accounting
- 4. Approval of Bonds BOCC
- 5. Approval of Monthly Reports BOCC
- 6. Approval of Abates/Rebates
 Marianne Stacey Chief Appraiser Assessor's Office
- 7. Ratify the MRG Grant Certification Statement for the HVAC Library Capital Project Krisena Marchal, Grants Manager

COMMISSIONER COMMENTS

10:00- Commissioner Slaughter

Robb Slaughter

10:05- Commissioner Thoman

Mary Thoman

Commissioner Richards- will be absent

Island Richards

10:10- Commissioner Jones

Taylor Jones

10:15- Chairman West

Keaton West

D. ACTION/PRESENTATION ITEMS

1. 10:20- Break BOCC

2. 10:30- Approval of the Grant Agreement from the Sweetwater County Joint Travel & Tourism Board

Krisena Marchal, Grants Manager; Cindy Lane, County Clerk

- 3. 10:35- Approval of the FY 2026 Services to Victims of Crime Grant Contract Krisena Marchal, Grants Manager
- 4. 10:40- 3-Year Brightly Software Renewal Gene Legerski, Public Works Director
- 5. 10:45- Request Approval of Contract Renewal with the State of Wyoming Military Department

Human Resource Director Garry McLean

ADJOURN

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

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



MEETING REQUEST FORM

Meeting Date Requested: July 15, 2025	Contact Phone and E-mail: 307-872-3762, romeror@sweetwatercountywy.gov
Presenters Name, Title and Name of Organization: Rebecca Romero, Accounting Specialist	Exact Wording for Agenda: Resolution 25-07-CL-04 -a Budget Amendment to increase the facilities maintenance budget for the RTU Project from the Strategic Development Reserve Fund
Preference of Placement on Agenda & Amount of Time Requested for Presentation: Five Minutes	Will there be handouts? (If yes, include with meeting request form) No
Will handouts require SIGNATURES? No SHOULD THE ITEM BE MARKED CONFIDENTIAL? No	If you are submitting a Resolution or Proclamation, please forward in Word format to: shoemakers@sweetwatercountywy.gov

Additional Information:

This amendment coincides with the project change presented by Gene Legerski at the July 1, 2025, meeting. The original budget request for FY26 was \$2.1 million; however, it has since been determined that the total project cost will need to be increased. Therefore, an amendment is necessary to allocate the additional funds, which will be transferred from the Strategic Development Reserve.

Attachments:

25-07-CL-04 (Facilities Maint- RTU).docx RTU Project - Change_Order_Number_1-Time.pdf

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: shoemaker at: shoemakers@sweetwatercountywy.gov

- **If your handout is not accompanied with the request, your request may be dismissed and you may reschedule for the next meeting provided the handout(s) are received.**
- If you are presenting a **Resolution or Proclamation**, it must be submitted in Word Format and emailed to: shoemakers@sweetwatercountywy.gov
- As always, if you are unable to attend the meeting after being placed onto an agenda, please send a representative in your place or your item may be rescheduled.
- In order to determine placement on the agenda, please review the county website 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
25-07-CL-04 (Facilities Maint- RTU).docx
RTU Project - Change_Order_Number_1-Time.pdf

R E S O L U T I O N 25-07-CL-04 SWEETWATER COUNTY BUDGET AMENDMENT

DUE TO unanticipated capital expenditures- RTU Project within the Facilities Maintenance budget totaling \$2,246,651.00,

WHEREAS, it has been determined that budget appropriations must be transferred within the 2025–2026 County Budget;

WHEREAS, the Notice of Public Hearing has been published in accordance with the regulations and rules governing the budget process, and no protests were filed or expressed to the Board of County Commissioners regarding this amendment to the Sweetwater County Budget at the hearing;

BE IT THEREFORE RESOLVED, that the 2025–2026 fiscal year budget for Sweetwater County is hereby amended to reflect the following budget changes:

County is nereby amended to reflect the following budget changes:	
Expenditure Increase – General For Facilities Maintenance Increase: \$2,246,651.00	und
Transfer from Reserve – Strategic Development Reserve Fund Strategic Development Decrease: (\$2,246,651.00)	
Dated at Green River, Wyoming this 15th day of July, 2025.	
	THE BOARD OF COUNTY COMMISSIONERS OF SWEETWATER COUNTY, WYOMING
	Keaton D. West, Chairman
	Island Richards, Member

ATTEST: Robert D. Slaughter, Member

Cynthia L. Lane, County Clerk Mary E. Thoman, Member

Taylor C. Jones, Member

NOTICE 25-07-CL-04 NOTICE OF PUBLIC HEARING SWEETWATER COUNTY BUDGET AMENDMENT

Notice is hereby given that a public hearing will be held to amend the Facilities Maintenance budget within the General Fund of the Sweetwater County Fiscal Year 2025–2026 budget. The proposed amendment is in the amount of \$2,246,651.00, due to additional funding needed for capital expenditures.

The hearing will take place at 9:00 AM on Tuesday, July 15, 2025, in the Sweetwater County Commissioners' Meeting Room at the County Courthouse, 80 W. Flaming Gorge Way, Green River, Wyoming.

At that time, all interested individuals may appear and be heard regarding the proposed budget amendment.

Public comments may also be submitted in advance:

- **By email:** publiccomments@sweetwatercountywy.gov
- By mail: Public Comments
 C/O Sweetwater County Clerk
 80 W. Flaming Gorge Way, Suite 150
 Green River, WY 82935

Dated this **7th day of July 2025**, at Green River, Wyoming.

Board of County Commissioners Sweetwater County, Wyoming

(s) **Keaton D. West**, Chairman

Attest:

(s) **Cynthia L. Lane**, County Clerk

Please publish as a legal advertisement on July 10, 2025.



Change Order:

CONTRACT INFORMATION:

Sweetwater County Detention Center RTU-AHU Replacement & Upgrade Project

Date: July 1st, 2025

Date

Attest: Patricia L. Grossnickle

CHANGE ORDER INFORMATION

Change Order Number: One (1)

OWNER: Sweetwater County, WY **CONTRACTOR**: Vaughn's Plumbing and Heating Co.

The contract is changed as follows:

Delays in the manufacturing of the RTU and AHU Units have caused the contractors' schedule to move beyond the completion dates. These manufacturing and shipping delays were not caused by the contractor. This **change order is only for time** based on delays in manufacturing and shipping.

PP3.			
The original contract sum		\$4,610,915.00	
The net change by previously authorized Change Orders		NA	
The contract sum prior to this Change Order		\$4,610,915.00	
The contract sum will be (increased) (decreased) (unchanged) By this Change Order in the amount of		\$0.00	
The new contract sum, including this Change Order, will be		\$4,610,915.00	
The Contract Time will be changed from a November 14th, 2025 , and a final complet			5 .
Contractor:	Owner:		
Signature	Signature		
Kreston Cross-President	Keaton D. West-Ch	airman	

Date

Attest: Cynthia L. Lane-County Clerk



WIOMING

MEETING REQUEST FORM

Meeting Date Requested: July 15, 2025	Contact Phone and E-mail: 307-872-3762, romeror@sweetwatercountywy.gov
Presenters Name, Title and Name of Organization: Rebecca Romero, Accounting Specialist	Exact Wording for Agenda: Resolution 25-07-CL-05- a Budget Amendment to increase the facilities maintenance budget for the Knight Oil Project from the Strategic Development Reserve Fund
Preference of Placement on Agenda & Amount of Time Requested for Presentation: Five Minutes	Will there be handouts? (If yes, include with meeting request form) No
Will handouts require SIGNATURES? No SHOULD THE ITEM BE MARKED CONFIDENTIAL? No	If you are submitting a Resolution or Proclamation, please forward in Word format to: shoemakers@sweetwatercountywy.gov

Additional Information:

This amendment is necessary to fully fund the Knight Oil Project. The original budget request for FY26 was submitted in the amount of \$1,515,000; however, it has since been determined that the total project cost will be \$3,472,015.35. Therefore, an amendment is needed to allocate the additional funds, which will be transferred from the Strategic Development Reserve.

Attachments:

25-07-CL-05 (Facilities Maint- Knight Oil).docx

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^{**}If your handout is not accompanied with the request, your request may be dismissed and you

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80 West Flaming Gorge Way Meeting Room #115 Green River, Wyoming 25-07-CL-05 (Facilities Maint- Knight Oil).docx

R E S O L U T I O N 25-07-CL-05 SWEETWATER COUNTY BUDGET AMENDMENT

DUE TO unanticipated capital expenditures- Knight Oil Project within the Facilities Maintenance budget totaling \$1,476,652.20,

WHEREAS, it has been determined that budget appropriations must be transferred within the 2025–2026 County Budget.

WHEREAS, the Notice of Public Hearing has been published in accordance with the regulations and rules governing the budget process, and no protests were filed or expressed to the Board of County Commissioners regarding this amendment to the Sweetwater County Budget at the hearing.

BE IT THEREFORE RESOLVED, that the 2025–2026 fiscal year budget for Sweetwater County is hereby amended to reflect the following budget changes:

County is hereby amended to reflect the following budget changes:		
Expenditure Increase – General	Fund	
Facilities Maintenance Increase:		
\$1,476,652.20 Transfer from Reserve – Strategic Development Reserve Fund Strategic Development Decrease: (\$1,476,652.20)		
	THE BOARD OF COUNTY COMMISSIONERS OF SWEETWATER COUNTY, WYOMING	
	Keaton D. West, Chairman	

Taylor C. Jones, Member

Taylor C. Jones, Member

Robert D. Slaughter, Member

Cynthia L. Lane, County Clerk Mary E. Thoman, Member

NOTICE 25-07-CL-05 NOTICE OF PUBLIC HEARING SWEETWATER COUNTY BUDGET AMENDMENT

Notice is hereby given that a public hearing will be held to amend the Facilities Maintenance budget within the General Fund of the Sweetwater County Fiscal Year 2025–2026 budget. The proposed amendment is in the amount of \$1,476,652.20, due to additional funding needed for capital expenditures.

The hearing will take place at 9:00 AM on Tuesday, July 15, 2025, in the Sweetwater County Commissioners' Meeting Room at the County Courthouse, 80 W. Flaming Gorge Way, Green River, Wyoming.

At that time, all interested individuals may appear and be heard regarding the proposed budget amendment.

Public comments may also be submitted in advance:

- **By email:** publiccomments@sweetwatercountywy.gov
- By mail: Public Comments
 C/O Sweetwater County Clerk
 80 W. Flaming Gorge Way, Suite 150
 Green River, WY 82935

Dated this **7th day of July 2025**, at Green River, Wyoming.

Board of County Commissioners Sweetwater County, Wyoming

(s) **Keaton D. West**, Chairman

Attest:

(s) **Cynthia L. Lane**, County Clerk

Please publish as a legal advertisement on July 10, 2025.



MEETING REQUEST FORM

Meeting Date Requested: July 15, 2025	Contact Phone and E-mail: Connie Van Matre vanmatrec@sweetwatercountywy.gov
Presenters Name, Title and Name of Organization: Kassidee Brown, Planner	Exact Wording for Agenda: Resolution 25-07-ZO-01- a Conditional Use Permit Application Renewal for an Impound, Towing, and Salvage Yard as requested by Troy Clark-L&P Towing and Recovery in accordance with requirements in Section 7 of the Sweetwater County 2015 Zoning Resolution
Preference of Placement on Agenda & Amount of Time Requested for Presentation: 10 minutes	Will there be handouts? (If yes, include with meeting request form) Yes
Will handouts require SIGNATURES? Yes SHOULD THE ITEM BE MARKED CONFIDENTIAL?	If you are submitting a Resolution or Proclamation, please forward in Word format to: shoemakers@sweetwatercountywy.gov
Additional Information:	
Attachments: July 15, 2025 BCC Staff Report PH.1.pdf CUP Resolution Troy Clark-L&P Towing and Recovery.docx	

INSTRUCTIONS:

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Meeting Room #115
Green River, Wyoming
July 15, 2025 BCC Staff Report PH.1.pdf
CUP Resolution Troy Clark-L&P Towing and Recovery.docx

Property Owner: Clark Brothers Enterprises LLC

Applicant: Troy Clark- L&P Towing & Recovery LLC

Legal Description: 2 parcels of land (Approx. 7.16 Acres) in the SE1/4SE1/4 Section 35, T20N, R105W

Address: 99 Reliance Road

Current Zoning: I-2 (Heavy Industrial), located within GMA

Infrastructure: Fire District #1

North Sweetwater Water & Sewer District

City of Rock Springs Water

Rocky Mountain Power

Dominion Energy Natural Gas

Reliance Road (CR-42)

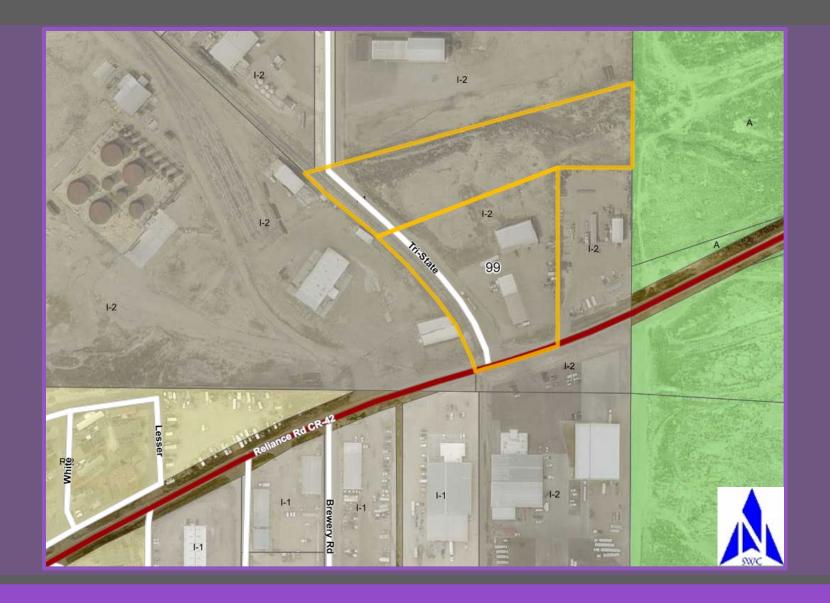


TROY CLARK- L&P TOWING AND RECOVERY LLC CONDITIONAL USE RENEWAL- IMPOUND& STORAGE YARD

L&P Towing and Recovery were granted a Conditional Use Permit in July of 2023 to operate at the 99 Reliance Road location. They have been in compliance with the 2015 Sweetwater County Zoning Resolution since being granted their original CUP. The applicant is looking to renew the CUP in order to continue operating a salvage, towing, & recovery yard at this location.



APPLICATION SUMMARY





ZONING MAP







5/29/2025 Public Notice





the





SITE PHOTOS

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



CUP REVIEW CRITERIA

A. Cannot be established within 600 feet of a church, school or residential zoning district or within one mile of a recreational facility.
R-2 zoned (Mixed Residential) property is approximately 340' Southwest of the subject property. There is approximately 520' of storage for the B & R Mobile Home Park. The residences within the B & R Mobile Home Park are approximately 860' Southwest of subject parcel. There is not a church or school within 600', nor is there a recreational facility within 1

B. Hazardous Waste Inventory identifying possible storage or discharge of hazardous wastes. Applicant will be responsible for maintenance and proper disposal methods in conformity with DEQ regulations.



mile of the subject property.

SPECIAL REQUIREMENTS

- C. Screening made of uniform material and built to a uniform height, shall be required for properties abutting a less intense zoning district or within a special overlay district within the GMA.
- D. Required screening fence shall be permanent and constructed to a minimum of six feet above finished grade. The Board may approve alternative screening plans and methods. The parcel is surrounded by Heavy Industrial (I-2). The parcel does front along Reliance Road (CR 42) which is a main road to and from Reliance. In 2023, Staff recommended that 100% screening be required along the South, West, and East boundaries of the property. This included all gates on the property in these areas as well. This recommendation was to help to create a visual break as people drive along this road. The applicant has complied with this condition, and the facility is fully screened.



SPECIAL REQUIREMENTS

E. No stacking of vehicles is allowed over six feet in height unless approved by the Board. Staff recommends that no stacking above 6' be allowed.

F. The business must be licensed with the State of Wyoming.

Applicant has provided a copy of this license to the Land Use Department.

G. The Conditional Use for an Impound, Salvage and Storage Yard for Vehicles shall be termed to two years at which time a new application may be submitted. Subsequent conditional use permits may be termed for a period established by the Board.

If the Board approves, staff requests that this CUP be renewed for an indefinite period of time, as long as the applicant remains in compliance with all state and county regulations.



SPECIAL REQUIREMENTS

Mark Beery-Lumen: "Records show we are in the area, but if construction is not required, Lumen should not have a conflict."

Ryan Reed-Senior Mining Engineer: "These properties have no AML concerns with regard to abandoned historic mines."



AGENCY/PUBLIC COMMENTS

Land Use Staff Comments:

Staff recommends approval of Recommendation 25-07-ZO-01 Conditional Use Permit for an Impound and Storage Yard Operated By L&P Towing and Recovery with the following conditions:

- 1. The Conditional Use Permit is personal to L&P Towing and Recovery for 99 Reliance Rd.
- 2. The Conditional Use Permit is approved for an indefinite period from the date of approval by the Board of County Commissioners.
- 3. The Conditional Use Permit is in effect as long as the business remains in compliance with County regulations and holds a valid Wyoming Vehicle Storage and Disposal Facility License.
- 4. The existing 100% permanent screening along the South, West and East boundaries of the subject property shall be maintained.
- 5. Vehicles cannot be stacked higher than 6'.

At the, July 9, 2025 Planning and Zoning Commission Meeting, the P&Z Commission voted 5-0 to recommend approval of Resolution 25-07-ZO-01 for a CUP for operation of a Towing, Salvage and Storage Yard with staff conditions, as requested by the applicant.



STAFF RECOMMENDATIONS

RECOMMENDATION 25-07-ZO-01 FOR APPROVAL OF A CONDITIONAL USE PERMIT FOR AN IMPOUND AND STORAGE YARD AS REOUESTED BY TROY CLARK- L&P TOWING AND RECOVERY

WHEREAS, Troy Clark- L&P Towing and Recovery is requesting a Conditional Use Permit for an Impound and Storage Yard in accordance with Section 7 of the 2015 Zoning Resolution.

WHEREAS, this Conditional Use Permit for an Impound and Storage Yard will be approved for 2 parcels of land (7.16 acres) owned by Clark Brothers Enterprises LLC. This property has a physical address of 99 Reliance Road, Rock Springs, WY 82901 and is legally described as:

2 parcels of land in the SE1/4SE1/4 of Section 35, Township 20 North, Range 105 West of the 6th Principal Meridian, Sweetwater County, Wyoming

WHEREAS, the Sweetwater County Planning and Zoning Commission held a public hearing in accordance with the procedural requirements of the 2015 Zoning Resolution on July 9, 2025 to consider the applicant's request; and,

WHEREAS, after due consideration and discussion, the Planning and Zoning Commission voted 5-0 to recommend approval of the Conditional Use Permit for an Impound and Storage Yard;

NOW THEREFORE, the Sweetwater County Planning and Zoning Commission recommends **APPROVAL** of the Conditional Use Permit for an Impound and Storage Yard (Permit 2025-013) in accordance with the 2015 Zoning Resolution with the following conditions:

- 1. The Conditional Use Permit is personal to L&P Towing and Recovery for 99 Reliance Rd.
- 2. The Conditional Use Permit is approved for an indefinite period from the date of approval by the Board of County Commissioners.
- 3. The Conditional Use Permit is in effect as long as the business remains in compliance with County regulations and holds a valid Wyoming Vehicle Storage and Disposal Facility License.
- 4. The existing 100% permanent screening along the South, West and East boundaries of the subject property shall be maintained.
- 5. Vehicles cannot be stacked higher than 6'.

Dated this 9th day of July, 2025.

Attest:

Attest:	Sweetwater County Planning and Zoning Commission
Cynthia L. Lane, County Clerk	Mark Lyon, Chairman

Planning and Zoning Commission

RESOLUTION 25-07-ZO-01 FOR APPROVAL OF A CONDITIONAL USE PERMIT FOR AN IMPOUND AND STORAGE YARD AS REQUESTED BY TROY CLARK- L&P TOWING AND RECOVERY

WHEREAS, Troy Clark- L&P Towing and Recovery is requesting a Conditional Use Permit for an Impound and Storage Yard in accordance with Section 7 of the 2015 Zoning Resolution.

WHEREAS, this Conditional Use Permit for an Impound and Storage Yard will be approved for 2 parcels of land (7.16 acres) owned by Clark Brothers Enterprises LLC. This property has a physical address of 99 Reliance Road, Rock Springs, WY 82901 and is legally described as:

2 parcels of land in the SE1/4SE1/4 of Section 35, Township 20 North, Range 105 West of the 6th Principal Meridian, Sweetwater County, Wyoming

WHEREAS, the Sweetwater County Board of County Commissioners held a public hearing in regards to this matter on July 15, 2025 and has given due consideration to the recommendation of the Planning and Zoning Commission and to all the evidence and testimony presented at the hearing;

NOW THEREFORE BE IT RESOLVED that the Sweetwater County Board of County Commissioners **APPROVES** the Conditional Use Permit for An Impound and Storage Yard (Permit 2025-013) in accordance with the 2015 Zoning Resolution with the following condition:

- 1. The Conditional Use Permit is personal to L&P Towing and Recovery for 99 Reliance Rd.
- 2. The Conditional Use Permit is approved for an indefinite period from the date of approval by the Board of County Commissioners.
- 3. The Conditional Use Permit is in effect as long as the business remains in compliance with County regulations and holds a valid Wyoming Vehicle Storage and Disposal Facility License.
- 4. The existing 100% permanent screening along the South, West and East boundaries of the subject property shall be maintained.
- 5. Vehicles cannot be stacked higher than 6'.

Dated this 15th day of July, 2025

Keaton D. West, Chairman
Taylor C. Jones, Member

ATTEST:		
	Robert D. Slaughter, Member	
Cynthia L. Lane, County Clerk	Mary E. Thoman, Member	



MEETING REQUEST FORM

Meeting Date Requested: July 15, 2025	Contact Phone and E-mail: Connie Van Matre vanmatrec@sweetwatercountywy.gov
Presenters Name, Title and Name of Organization: Kassidee Brown, Planner	Exact Wording for Agenda: Resolution 25-07-ZO-02- a Zoning Map Amendment, in accordance with Section 20 of the Sweetwater County Zoning Regulations as requested by Carl Migliori for the zoning district of approximately 4 acres more or less to be amended from Light Industrial (I-1) to Single Family Residential (R-2/SF)
Preference of Placement on Agenda & Amount of Time Requested for Presentation: 10 minutes	Will there be handouts? (If yes, include with meeting request form) Yes
Will handouts require SIGNATURES? Yes SHOULD THE ITEM BE MARKED CONFIDENTIAL?	If you are submitting a Resolution or Proclamation, please forward in Word format to: shoemakers@sweetwatercountywy.gov
Additional Informati	ion:
Attachments:	

INSTRUCTIONS:

ZMA- Resolution_Carl Migliori.docx July 15, 2025 BCC Staff Report PH.2.pdf

• 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

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80 West Flaming Gorge Way Meeting Room #115 Green River, Wyoming ZMA- Resolution_Carl Migliori.docx July 15, 2025 BCC Staff Report PH.2.pdf

RESOLUTION 25-07-ZO-02 FOR APPROVAL OF A ZONING MAP AMENDMENT FROM LIGHT INDUSTRIAL (I-1) TO SINGLE FAMILY RESIDENTIAL (R-2/SF) REQUESTED BY CARL MIGLIORI

WHEREAS, Carl Migliori is requesting a Zoning Map Amendment from Light Industrial (I-1) to Single Family Residential (R-2/SF) in accordance with Amendment Procedures found in Section 20 of the 2015 Zoning Resolution; and,

WHEREAS, this Zoning Map Amendment will be approved for approximately 4 acres of land owned by Carl Migliori which is legally described as:

The NE4NW4 of Section 8, Township 19 North, Range 105 West of the 6th Principal Meridian, Rock Springs, Wyoming, 82901.

WHEREAS, the Sweetwater County Board of County Commissioners held a public hearing in regards to this matter on July 15, 2025 and has given due consideration to the recommendation of the Planning and Zoning Commission and to all the evidence and testimony presented at the hearing;

NOW THEREFORE BE IT RESOLVED that the Sweetwater County Board of County Commissioners **APPROVES** of the Zoning Map Amendment from Light Industrial (I-1) to Single Family Residential (R-2/SF) in accordance with the 2015 Zoning Resolution and Amendment Application #2025-014.

Dated this 15 th day of July 2025.	Sweetwater County Board of County Commissioners
	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

Property Owner: Carl Migliori

Applicant: Carl Migliori

Legal Description: A 4 acre parcel of land located in the NE4NW4 Section 8, Range 105 West, Township

19 North of the Sixth Principal Meridian, Rock Springs, Wyoming

Address: 989 Antelope Dr, Rock Springs, WY 82901

Current Zoning: Light Industrial (I-1)

Infrastructure: Fire District #1 Response Area

White Mountain Water & Sewer District

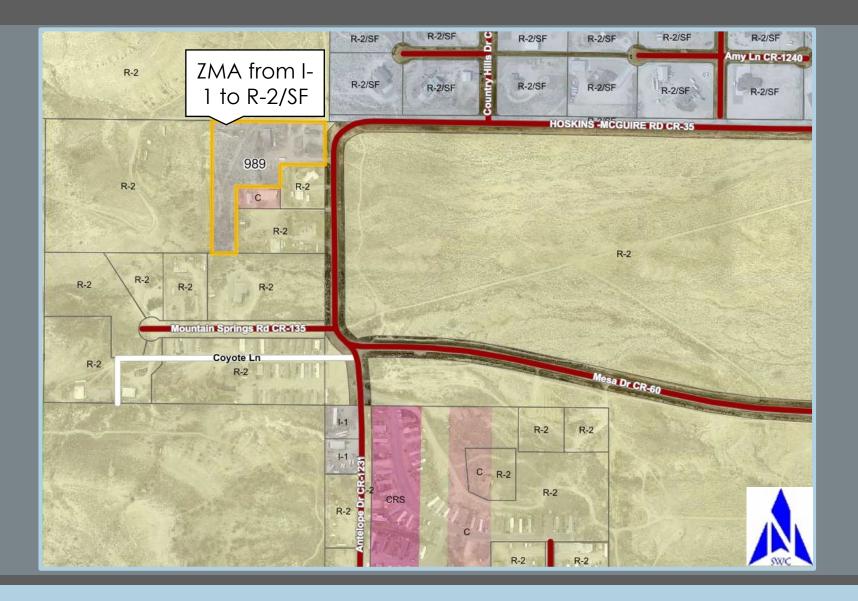
Antelope Drive (CR-1231)



The applicant has purchased this property and is in the process of renovating the existing home with the intention of residing there. A Zoning Map Amendment will be necessary in order for the property to be used in this manner.



APPLICATION SUMMARY





ZONING MAP



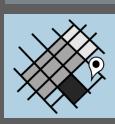




5/29/2025 Public Notice







SITE PHOTOS

- 1. The amendment is consistent and compatible with current resolution and the Comprehensive Plan.
- 2. The proposed zoning is suitable for the existing topography and creates buildable lots.
- 3. The proposed zoning is compatible with existing or allowable uses of adjacent properties and neighboring zoning districts.
- 4. The proposed zoning can demonstrate adequate public facilities including roads, drainage, potable water, sanitary sewer, and police and fire protection exist or will exist to serve the requested use at the time such facilities are needed.
- 5. The amendment shall not adversely affect adjacent properties, communities or the health safety and welfare of the residents of Sweetwater County.
- 6. The request conforms to all applicable provisions of this Resolution.

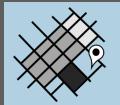


1. The amendment is consistent and compatible with the current resolution and the Comprehensive Plan.

This amendment encourages growth and development to continue in an orderly manner and in locations that contribute to the economic and social well-being of County residents.

2. The proposed zoning is suitable for the existing topography and creates buildable lots.

This proposed zoning is suitable for the existing topography and does help to create a more buildable parcel. The area already has large amounts of R-2 zoned land surrounding the parcel.

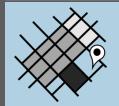


3. The proposed zoning is compatible with existing or allowable uses of adjacent properties and neighboring zoning districts.

This parcel is surrounded by other Single Family Residential (R-2/SF) parcels. This amendment would help to eliminate spot zoning that was established with older zoning regulations.

4. The proposed zoning can demonstrate adequate public facilities including roads, drainage, potable water, sanitary sewer, and police and fire protection exist or will exist to serve the requested use at the time such facilities are needed.

There are adequate facilities already located on the existing property.

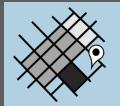


5. The amendment shall not adversely affect adjacent properties, communities or the health safety and welfare of the residents of Sweetwater County.

This amendment does not adversely affect adjacent properties. We have not received any negative comments.

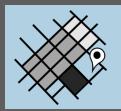
6. The request conforms to all applicable provisions of this Resolution.

This amendment conforms with the 2015 SWC Zoning Resolution.



Ryan Reed- Senior Mining Engineer: "These properties have no AML concerns with regard to abandoned historic mines."

Mark Beery- Lumen: "No conflict."



PUBLIC/AGENCY COMMENTS

Land Use Staff Comments:

Staff recommends approval of Recommendation 25-7-ZO-02 ZMA from I-1 (Light Industrial) to R-2/SF (Single Family Residential).

At the, July 9, 2025 Planning and Zoning Commission Meeting, the P&Z Commission voted 5-0 to recommend approval of Resolution 25-07-ZO-02 for a ZMA from I-1 (Light Industrial) to R-2/SF (Single Family Residential) as requested by the applicant.



STAFF RECOMMENDATIONS

Recommendation 25-07-ZO-02 for Approval of A Zoning Map Amendment From Light Industrial (I-1) to Single Family Residential (R-2/SF) Requested by Carl Migliori

WHEREAS, Carl Migliori is requesting a Zoning Map Amendment from Light Industrial (I-1) to Single Family Residential (R-2/SF) in accordance with Amendment Procedures found in Section 20 of the 2015 Zoning Resolution; and,

WHEREAS, this Zoning Map Amendment will be approved for approximately 4 acres of land owned by Carl Migliori which is legally described as:

The NE4NW4 of Section 8, Township 19 North, Range 105 West of the 6th Principal Meridian, Rock Springs, Wyoming, 82901.

WHEREAS, the Sweetwater County Planning and Zoning Commission held a public hearing in accordance with the procedural requirements of the 2015 Zoning Resolution on July 9, 2025 to consider the applicant's request; and,

WHEREAS, after due consideration and discussion, the Planning and Zoning Commission voted 5-0 to recommend approval of the Zoning Map Amendment from Light Industrial (I-1) to Single Family Residential (R-2/SF).

NOW THEREFORE, the Sweetwater County Planning and Zoning Commission recommends APPROVAL of the Zoning Map Amendment from Light Industrial (I-1) to Single Family Residential (R-2/SF) in accordance with Amendment Application #2025-014 and the 2015 Zoning Resolution.

Attest:	Sweetwater County Planning and Zoning Commission	
Cynthia L. Lane, County Clerk	Mark Lyon, Chairman	

Dated this 9th day of July 2025



WYOMING

MEETING REQUEST FORM

Meeting Date Requested: July 15, 2025	Contact Phone and E-mail: Connie Van Matre vanmatrec@sweetwatercountywy.gov
Presenters Name, Title and Name of Organization: Kassidee Brown, Planner	Exact Wording for Agenda: Resolution 25-07-ZO-03- a Conditional Use Permit Application for a shop in excess of 200% the gross floor area of the primary residence in accordance with requirements in Sections 5&7 of the Sweetwater County 2015 Zoning Resolution
Preference of Placement on Agenda & Amount of Time Requested for Presentation: 10 minutes	Will there be handouts? (If yes, include with meeting request form) Yes
Will handouts require SIGNATURES? Yes SHOULD THE ITEM BE MARKED CONFIDENTIAL?	If you are submitting a Resolution or Proclamation, please forward in Word format to: shoemakers@sweetwatercountywy.gov
Additional Information:	
Attachments: July 15, 2025 BCC Staff R CUP Resolution_Michael&	•

INSTRUCTIONS:

• All requests to be added to the agenda, along with handouts and original documents to be signed, must be submitted in writing on the "Meeting Request Form" by Tuesday at 10:00 a.m. prior to the scheduled meeting and returned in person or electronically to Administrative Assistant Sally Shoemaker at: shoemakers@sweetwatercountywy.gov

^{**}If your handout is not accompanied with the request, your request may be dismissed and you

may reschedule for the next meeting provided the handout(s) are received.**

- If you are presenting a **Resolution or Proclamation**, it must be submitted in Word Format and emailed to: shoemakers@sweetwatercountywy.gov
- As always, if you are unable to attend the meeting after being placed onto an agenda, please send a representative in your place or your item may be rescheduled.
- In order to determine placement on the agenda, please review the county website 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 July 15, 2025 BCC Staff Report PH.3.pdf CUP Resolution_Michael&Connie Mitchell.docx Property Owner: Michael and Connie Mitchell

Applicant: Michael and Connie Mitchell

Legal Description: A 1.13 acre parcel located at Cedar Cliff Estates Lot 06 and Part of Tract B

Address: 4 Lake View Circle, Washam, WY

Current Zoning: RR (Rural Residential)

Infrastructure: City of Manilla- Water

Septic System

Lake View Circle (CR-1194)



MICHAEL & CONNIE MITCHELL CUP- SHOP 200% GFA RESIDENCE





ZONING & LOCATION MAP

The applicants, Michael and Connie Mitchell, are proposing to construct a shop for their personal use on said property that is in excess of 200% the gross floor area of their residence. This is a request that is allowable within the Rural Residential zoning district with a Conditional Use Permit.



APPLICATION SUMMARY



MICHAEL AND CONNIE MITCHELL
4 LAKE VIEW CIR, MCKINNON WY 82938
PID: 1209-21-3-03-010-00
PH: 801-663-1100

CONTRACTOR ROPER BUILDINGS LLC PH: 801-689-3630



60' SCALE

Notes:

- 1. Drainage to be maintained on lot or taken to an approved drainage source.
- 2. Material to be dropped off on site without disruption to traffic.
- 3. A portable toilet, dumpster, and concrete washout will be on site during construction.
- All project construction to adhere to local codes and ordinances adopted by Sweetwater County.



SITE PLAN- SITE DIMENSIONS









5/30/2025 Public Notice





View to the West





SITE PHOTOS

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

This proposal is in alignment with the County Objective: Maintain County land use plans and regulations that reflect citizen preferences.

2. The request shall not adversely affect adjacent properties.

Staff does not foresee this request negatively impacting adjacent properties.



CUP REVIEW CRITERIA

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

The majority of the adjacent properties are also zoned for Rural Residential use, with one adjacent property being zoned Mixed Residential (R-2). This request is allowable in the RR and R-2 zoning districts with a CUP.

4. The request can demonstrate adequate public facilities including roads, drainage, potable water, sanitary sewer, and police and fire protection exist or will exist to serve the requested use at the time such facilities are needed.

There are adequate facilities to accommodate this request.

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

Legal access to this property exists and the structure will be maintained.



CUP REVIEW CRITERIA

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

Adverse effects on the natural environment are not anticipated.

- 7. The request will not create undue traffic congestion.

 No additional traffic will be created as a result of this request.
- 8. The request will not adversely affect the public health, safety, or welfare.

 Staff does not foresee an adverse effect on the public health, safety, or welfare as a result of fulfilling this request.
- 9. The request conforms to all applicable provisions of this Resolution.

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



CUP REVIEW CRITERIA

Mark Beery- Lumen: "I don't have records of this area. No conflict."

Ryan Reed- Senior Mining Engineer: "These properties have no AML concerns with regard to abandoned historic mines."



Land Use Staff Comments:

Staff recommends approval of Recommendation 25-7-ZO-03 CUP for a shop in excess of 200% the GFA of the primary residence.

At the, July 9, 2025 Planning and Zoning Commission Meeting, the P&Z Commission voted 5-0 to recommend approval of Resolution 25-07-ZO-03 for a CUP for the construction of a shop in excess of 200% the GFA of the primary residence as requested by the applicant.



STAFF RECOMMENDATIONS

RECOMMENDATION 25-07-ZO-03 FOR APPROVAL OF A CONDITIONAL USE PERMIT FOR AN ACCESSORY STRUCTURE IN EXCESS OF 200% THE GROSS FLOOR AREA OF THE PRIMARY RESIDENCE AS REQUESTED BY MICHAEL AND CONNIE MITCHELL

WHEREAS, Michael and Connie Mitchell are requesting a Conditional Use Permit for an Accessory Structure in Excess of 200% the Gross Floor Area of the Primary Residence in accordance with Section 7 of the 2015 Zoning Resolution.

WHEREAS, this Conditional Use Permit for an Accessory Structure in Excess of 200% the Gross Floor Area of the Primary Residence will be approved for a 1.13 acre parcel of land owned by Michael and Connie Mitchell. This property has a physical address of 4 Lake View Circle, Washam, WY and is legally described as:

Cedar Cliff Estates Lot 06 and Part of Tract B

WHEREAS, the Sweetwater County Planning and Zoning Commission held a public hearing in accordance with the procedural requirements of the 2015 Zoning Resolution on July 9, 2025 to consider the applicant's request; and,

WHEREAS, after due consideration and discussion, the Planning and Zoning Commission voted 5-0 to recommend approval of the Conditional Use Permit for an Accessory Structure in Excess of 200% the Gross Floor Area of the Primary Residence;

NOW THEREFORE, the Sweetwater County Planning and Zoning Commission recommends **APPROVAL** of the Conditional Use Permit to an Accessory Structure in Excess of 200% the Gross Floor Area of the Primary Residence (Permit 2025-015) in accordance with the 2015 Zoning Resolution.

Dated this 9th day of July, 2025

Attest:	Sweetwater County Planning and Zoning Commission	
Cynthia L. Lane, County Clerk	Mark Lyon, Chairman	
Attest:	Planning and Zoning Commission	

RESOLUTION 25-07-ZO-03 FOR APPROVAL OF A CONDITIONAL USE PERMIT FOR AN ACCESSORY STRUCTURE IN EXCESS OF 200% THE GROSS FLOOR AREA OF THE PRIMARY RESIDENCE AS REQUESTED BY MICHAEL AND CONNIE MITCHELL

WHEREAS, Michael and Connie Mitchell is requesting a Conditional Use Permit for an Accessory Structure in Excess of 200% the Gross Floor Area of the Primary Residence in accordance with Section 7 of the 2015 Zoning Resolution.

WHEREAS, this Conditional Use Permit for an Accessory Structure in Excess of 200% the Gross Floor Area of the Primary Residence will be approved for a 1.13 acre parcel of land owned by Michael and Connie Mitchell. This property has a physical address of 4 Lake View Circle, Washam, WY and is legally described as:

Cedar Cliff Estates Lot 06 and Part of Tract B

WHEREAS, the Sweetwater County Board of County Commissioners held a public hearing in regards to this matter on July 15, 2025 and has given due consideration to the recommendation of the Planning and Zoning Commission and to all the evidence and testimony presented at the hearing;

NOW THEREFORE BE IT RESOLVED that the Sweetwater County Board of County Commissioners **APPROVES** the Conditional Use Permit for an Accessory Structure in Excess of 200% the Gross Floor Area of the Primary Residence (Permit 2025-015) in accordance with the 2015 Zoning Resolution.

Dated this 15th day of July 2025

	Sweetwater County Board of County Commissioners	
	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

Meeting Date Requested: July 15, 2025	Contact Phone and E-mail: 307-872-3897	
Presenters Name, Title and Name of Organization: BOCC	Exact Wording for Agenda: Approval of the June 26, 2025 Budget Adoption Minutes	
Preference of Placement on Agenda & Amount of Time Requested for Presentation: 5 min	Will there be handouts? (If yes, include with meeting request form) Yes	
Will handouts require SIGNATURES? Yes SHOULD THE ITEM BE MARKED CONFIDENTIAL? No	If you are submitting a Resolution or Proclamation, please forward in Word format to: shoemakers@sweetwatercountywy.gov	
Additional Information:		
Attachments: 2025-06-26 MINUTES WITH ATTACHMENTS- BUDGET ADOPTION.pdf		

INSTRUCTIONS:

- All requests to be added to the agenda, along with handouts and original documents to be signed, must be submitted in writing on the "Meeting Request Form" by Tuesday at 10:00 a.m. prior to the scheduled meeting and returned in person or electronically to Administrative Assistant Sally Shoemaker at: shoemakers@sweetwatercountywy.gov
 - **If your handout is not accompanied with the request, your request may be dismissed and you may reschedule for the next meeting provided the handout(s) are received.**
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• If a request to be placed on an agenda is received <u>AFTER</u> the deadline, you will be consider for the next meeting date.	red

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
2025-06-26 MINUTES WITH ATTACHMENTS- BUDGET ADOPTION.pdf

June 26, 2025

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 5:30 p.m. with all Commissioners present.

APPROVAL OF THE AGENDA

Chairman West entertained a motion to approve the agenda.

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

- A) FISCAL YEAR 2026 BUDGET PUBLIC HEARING & ADOPTION OF FISCAL YEAR 2026
 BUDGET
- A.1) Resolution to Provide Income Necessary to Finance the Budget for Fiscal Year 2026

Department: Board of County Commissioners

Cover Page 🦠

Resolution - FY26-2.pdf

Accounting Specialist Rebecca Romero presented the Resolution to Provide Income Necessary to finance the Budget for Fiscal Year 2026.

Department - Summary	FY 2026 Budgeted
UNASSIGNED	\$2,713,601
COUNTY COMMISSIONERS	\$545,314
ENGINEERING	\$543,451
FACILITIES CUSTODIAL	\$1,134,700
FACILITIES MAINTENANCE	\$6,580,917
FACILITIES PARKS AND REC	\$907,992
FIRE MARSHALL	\$492,950
FLEET/VEHICLE MAINTENANCE	\$475,843
GENERAL COUNTY ADMIN	\$281,231
GRANTS ADMIN	\$189,966

	4
HUMAN RESOURCES	\$1,534,988
IT	\$2,631,524
JUVENILE PROBATION LAND USE	\$566,040 \$825,081
PURCHASING	\$526,576
ROAD AND BRIDGE	\$5,663,904
VETERANS SERVICES	\$332,186
SPT23 JOINT POWERS BOARD	\$48,881
COUNTY ASSESSOR	\$1,144,115
COUNTY ATTORNEY	\$3,666,055
COUNTY CLERK	\$2,000,536
CLERK OF DISTRICT COURT	\$922,472
COUNTY CORONER	\$409,513
COUNTY SHERIFF	\$14,336,074
COUNTY TREASURER	\$1,215,161
Total Expenditures	\$49,689,071
·	
Component Units - Summary	
GEN EVENTS COMPLEX	\$1,972,971
GEN LIBRARY	\$3,543,010
GEN MUSEUM	\$350,000
GEN SW COUNS	\$600,000
GEN HOSPITAL	\$1,447,109
GEN BD OF HLTH	\$329,660
Total Expenditures	\$8,242,750
	\$8,242,750
Agency & Other - Summary	
Agency & Other - Summary BOYS & GIRLS CLUB OF SW	\$13,500
Agency & Other - Summary BOYS & GIRLS CLUB OF SW CASTLE ROCK HOSPITAL DISTRICT	\$13,500 \$1,550,000
Agency & Other - Summary BOYS & GIRLS CLUB OF SW CASTLE ROCK HOSPITAL DISTRICT CLIMB WYOMING	\$13,500 \$1,550,000 \$1,500
Agency & Other - Summary BOYS & GIRLS CLUB OF SW CASTLE ROCK HOSPITAL DISTRICT CLIMB WYOMING FAMILY RESOURCE CENTER	\$13,500 \$1,550,000 \$1,500 \$20,000
Agency & Other - Summary BOYS & GIRLS CLUB OF SW CASTLE ROCK HOSPITAL DISTRICT CLIMB WYOMING FAMILY RESOURCE CENTER FOOD BANK	\$13,500 \$1,550,000 \$1,500 \$20,000 \$14,600
Agency & Other - Summary BOYS & GIRLS CLUB OF SW CASTLE ROCK HOSPITAL DISTRICT CLIMB WYOMING FAMILY RESOURCE CENTER FOOD BANK VIRS	\$13,500 \$1,550,000 \$1,500 \$20,000 \$14,600 \$49,500
Agency & Other - Summary BOYS & GIRLS CLUB OF SW CASTLE ROCK HOSPITAL DISTRICT CLIMB WYOMING FAMILY RESOURCE CENTER FOOD BANK VIRS YOUTH HOME	\$13,500 \$1,550,000 \$1,500 \$20,000 \$14,600 \$49,500 \$147,500
Agency & Other - Summary BOYS & GIRLS CLUB OF SW CASTLE ROCK HOSPITAL DISTRICT CLIMB WYOMING FAMILY RESOURCE CENTER FOOD BANK VIRS	\$13,500 \$1,550,000 \$1,500 \$20,000 \$14,600 \$49,500 \$147,500 \$158,000
Agency & Other - Summary BOYS & GIRLS CLUB OF SW CASTLE ROCK HOSPITAL DISTRICT CLIMB WYOMING FAMILY RESOURCE CENTER FOOD BANK VIRS YOUTH HOME YWCA	\$13,500 \$1,550,000 \$1,500 \$20,000 \$14,600 \$49,500 \$147,500 \$158,000 \$165,000
Agency & Other - Summary BOYS & GIRLS CLUB OF SW CASTLE ROCK HOSPITAL DISTRICT CLIMB WYOMING FAMILY RESOURCE CENTER FOOD BANK VIRS YOUTH HOME YWCA GOLDEN HOUR SENIOR CENTER	\$13,500 \$1,550,000 \$1,500 \$20,000 \$14,600 \$49,500 \$147,500 \$158,000 \$165,000 \$185,000
Agency & Other - Summary BOYS & GIRLS CLUB OF SW CASTLE ROCK HOSPITAL DISTRICT CLIMB WYOMING FAMILY RESOURCE CENTER FOOD BANK VIRS YOUTH HOME YWCA GOLDEN HOUR SENIOR CENTER YOUNG AT HEART SENIOR CENTER	\$13,500 \$1,550,000 \$1,500 \$20,000 \$14,600 \$49,500 \$147,500 \$158,000 \$165,000 \$185,000 \$120,000
Agency & Other - Summary BOYS & GIRLS CLUB OF SW CASTLE ROCK HOSPITAL DISTRICT CLIMB WYOMING FAMILY RESOURCE CENTER FOOD BANK VIRS YOUTH HOME YWCA GOLDEN HOUR SENIOR CENTER YOUNG AT HEART SENIOR CENTER CONSERVATION DISTRICT	\$13,500 \$1,550,000 \$1,500 \$20,000 \$14,600 \$49,500 \$147,500 \$158,000 \$165,000 \$185,000
Agency & Other - Summary BOYS & GIRLS CLUB OF SW CASTLE ROCK HOSPITAL DISTRICT CLIMB WYOMING FAMILY RESOURCE CENTER FOOD BANK VIRS YOUTH HOME YWCA GOLDEN HOUR SENIOR CENTER YOUNG AT HEART SENIOR CENTER CONSERVATION DISTRICT COOPERATIVE EXT/4H	\$13,500 \$1,550,000 \$1,500 \$20,000 \$14,600 \$49,500 \$147,500 \$158,000 \$165,000 \$185,000 \$120,000 \$119,660
Agency & Other - Summary BOYS & GIRLS CLUB OF SW CASTLE ROCK HOSPITAL DISTRICT CLIMB WYOMING FAMILY RESOURCE CENTER FOOD BANK VIRS YOUTH HOME YWCA GOLDEN HOUR SENIOR CENTER YOUNG AT HEART SENIOR CENTER CONSERVATION DISTRICT COOPERATIVE EXT/4H SW CO TRANSIT AUTHORITY	\$13,500 \$1,550,000 \$1,500 \$20,000 \$14,600 \$49,500 \$147,500 \$158,000 \$165,000 \$185,000 \$120,000 \$119,660 \$92,600
Agency & Other - Summary BOYS & GIRLS CLUB OF SW CASTLE ROCK HOSPITAL DISTRICT CLIMB WYOMING FAMILY RESOURCE CENTER FOOD BANK VIRS YOUTH HOME YWCA GOLDEN HOUR SENIOR CENTER YOUNG AT HEART SENIOR CENTER CONSERVATION DISTRICT COOPERATIVE EXT/4H SW CO TRANSIT AUTHORITY CARBON COUNTY FIRE DISTRICT	\$13,500 \$1,550,000 \$1,550,000 \$14,500 \$14,600 \$49,500 \$147,500 \$158,000 \$165,000 \$185,000 \$120,000 \$119,660 \$92,600 \$12,000
Agency & Other - Summary BOYS & GIRLS CLUB OF SW CASTLE ROCK HOSPITAL DISTRICT CLIMB WYOMING FAMILY RESOURCE CENTER FOOD BANK VIRS YOUTH HOME YWCA GOLDEN HOUR SENIOR CENTER YOUNG AT HEART SENIOR CENTER CONSERVATION DISTRICT COOPERATIVE EXT/4H SW CO TRANSIT AUTHORITY CARBON COUNTY FIRE DISTRICT GUARDIAN AD LITEM	\$13,500 \$1,550,000 \$1,500 \$20,000 \$14,600 \$49,500 \$147,500 \$158,000 \$165,000 \$185,000 \$120,000 \$119,660 \$92,600 \$12,000 \$12,000
Agency & Other - Summary BOYS & GIRLS CLUB OF SW CASTLE ROCK HOSPITAL DISTRICT CLIMB WYOMING FAMILY RESOURCE CENTER FOOD BANK VIRS YOUTH HOME YWCA GOLDEN HOUR SENIOR CENTER YOUNG AT HEART SENIOR CENTER CONSERVATION DISTRICT COOPERATIVE EXT/4H SW CO TRANSIT AUTHORITY CARBON COUNTY FIRE DISTRICT GUARDIAN AD LITEM PUBLIC DEFENDER LEGAL/STATE	\$13,500 \$1,550,000 \$1,500 \$20,000 \$14,600 \$49,500 \$147,500 \$158,000 \$165,000 \$185,000 \$120,000 \$119,660 \$92,600 \$12,000 \$162,500 \$222,000
Agency & Other - Summary BOYS & GIRLS CLUB OF SW CASTLE ROCK HOSPITAL DISTRICT CLIMB WYOMING FAMILY RESOURCE CENTER FOOD BANK VIRS YOUTH HOME YWCA GOLDEN HOUR SENIOR CENTER YOUNG AT HEART SENIOR CENTER CONSERVATION DISTRICT COOPERATIVE EXT/4H SW CO TRANSIT AUTHORITY CARBON COUNTY FIRE DISTRICT GUARDIAN AD LITEM PUBLIC DEFENDER LEGAL/STATE RS GR SW CO-COMB COMM JPB	\$13,500 \$1,550,000 \$1,500 \$20,000 \$14,600 \$49,500 \$147,500 \$158,000 \$165,000 \$120,000 \$119,660 \$92,600 \$12,000 \$12,000 \$12,000 \$12,000 \$12,000 \$12,000
Agency & Other - Summary BOYS & GIRLS CLUB OF SW CASTLE ROCK HOSPITAL DISTRICT CLIMB WYOMING FAMILY RESOURCE CENTER FOOD BANK VIRS YOUTH HOME YWCA GOLDEN HOUR SENIOR CENTER YOUNG AT HEART SENIOR CENTER CONSERVATION DISTRICT COOPERATIVE EXT/4H SW CO TRANSIT AUTHORITY CARBON COUNTY FIRE DISTRICT GUARDIAN AD LITEM PUBLIC DEFENDER LEGAL/STATE RS GR SW CO-COMB COMM JPB RS SWC AIRPORT SKYWEST AIRLINES INC TITLE 25 MEDICAL/LEGAL	\$13,500 \$1,550,000 \$1,500 \$20,000 \$14,600 \$49,500 \$147,500 \$158,000 \$165,000 \$120,000 \$119,660 \$92,600 \$12,000 \$12,000 \$12,000 \$142,000 \$142,000 \$142,000 \$142,000 \$142,000 \$142,000 \$142,000
Agency & Other - Summary BOYS & GIRLS CLUB OF SW CASTLE ROCK HOSPITAL DISTRICT CLIMB WYOMING FAMILY RESOURCE CENTER FOOD BANK VIRS YOUTH HOME YWCA GOLDEN HOUR SENIOR CENTER YOUNG AT HEART SENIOR CENTER CONSERVATION DISTRICT COOPERATIVE EXT/4H SW CO TRANSIT AUTHORITY CARBON COUNTY FIRE DISTRICT GUARDIAN AD LITEM PUBLIC DEFENDER LEGAL/STATE RS GR SW CO-COMB COMM JPB RS SWC AIRPORT SKYWEST AIRLINES INC	\$13,500 \$1,550,000 \$1,500 \$20,000 \$14,600 \$49,500 \$147,500 \$158,000 \$165,000 \$185,000 \$119,660 \$92,600 \$12,000 \$12,000 \$142,000 \$

Revenues	by	Revenue	Source
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Taxes	\$38,126,775
Licenses & Permits	\$2,069,300
Intergovernmental	\$3,969,514
Charges For Services	\$1,941,771
Investment	\$1,401,600
Misc	\$79,881
Comp For Loss Of Cap Assets	\$57,800
Grants	\$3,460,763
Total Revenues	\$51,107,403

Other Funds

Expenditures by Fund - Other

Expenditures by runa Other	
COUNTY ROAD FUND	\$5,570,000
IMPACT TAX FUND	\$949,788
INMATE ENTERPRISE FUND	\$90,000
PARKS AND RECREATION	\$70,000
STATE & COUNTY ROADS	\$3,681,500
CDC BUILDING FUND	\$150,000
HEALTH INSURANCE FUND	\$11,314,175
TREATMENT COURT	\$293,657
OPIOID SETTLEMENT	\$511,000
Total Expenditures	\$22,630,120

Revenues by Fund - Other

COUNTY ROAD FUND	\$2,133,112
INMATE ENTERPRISE FUND	\$90,000
PARKS AND RECREATION	\$800
STATE & COUNTY ROADS FUND	\$1,119,305
HEALTH INSURANCE FUND	\$11,280,000
TREATMENT COURT	\$278,657
Total Revenues	\$14,901,874

Expenditures by Fund - All Funds

Expenditures by Fund Activates	
GENERAL FUND	\$63,516,390
COUNTY ROAD FUND	\$5,570,000
IMPACT TAX FUND	\$949,788
INMATE ENTERPRISE FUND	\$90,000
PARKS AND RECREATION	\$70,000
STATE & COUNTY ROADS FUND	\$3,681,500
CDC BUILDING FUND	\$150,000
HEALTH INSURANCE FUND	\$11,314,175
TREATMENT COURT	\$293,657
OPIOID SETTLEMENT	\$511,000
Total Expenditures	\$86,146,510

Revenues by Fund - All Funds

GENERAL FUND	\$51,107,403
COUNTY ROAD FUND	\$2,133,112
INMATE ENTERPRISE FUND	\$90,000
PARKS AND RECREATION	\$800
STATE & COUNTY ROADS FUND	\$1,119,305
HEALTH INSURANCE FUND	\$11,280,000
TREATMENT COURT	\$278,657
Total Revenues	\$66,009,277

Sweetwater County - FY2026 General Fund Reserves

Reserve Category	Amount
General Reserve	\$36,614,148
Capital Reserve	\$1,835,445
Hospital Lab Project	\$2,744,951
Strategic Development	\$5,000,000
Total Reserves	\$46,194,544

Chairman West opened the public hearing. Hearing no comments, the public hearing was closed.

Island Richards moved to adopt the Fiscal Year 2026 Resolution to Provide Income Necessary to Finance the Budget. Taylor C. Jones seconded the motion. Chairman West explained that they would amend the agenda on July 1, 2025, to un-table Resolution 2025-06-CC-01, a resolution authorizing a three percent cost-of-living adjustment to eligible employees. With no further discussion, the motion carried.

The Commission expressed appreciation to Accounting Specialist Rebecca Romero for her hard work during the budget process.

SIGNED RESOLUTION TO PROVIDE INCOME NECESSARY TO FINANCE FY26 BUDGET



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:
Cynthia L. Lane, County Clerk
THE BOARD OF COUNTY COMMISSIONERS OF SWEETWATER COUNTY, WYOMING
Keaton West, Chairman
Island Richards, Member
Taylor C. Jones, Member
Robb Slaughter, Member
Mary E. Thoman, Member



MEETING REQUEST FORM

Meeting Date Requested: July 15, 2025	Contact Phone and E-mail: 307-872-3897		
Presenters Name, Title and Name of Organization: BOCC	Exact Wording for Agenda: Approval of the July 1, 2025 Minutes		
Preference of Placement on Agenda & Amount of Time Requested for Presentation: 5 min	Will there be handouts? (If yes, include with meeting request form) Yes		
Will handouts require SIGNATURES? Yes SHOULD THE ITEM BE MARKED CONFIDENTIAL? No	If you are submitting a Resolution or Proclamation, please forward in Word format to: shoemakers@sweetwatercountywy.gov		
Additional Information:			
Attachments: 2025-07-01 MINUTES WITH ATTACHMENTS.pdf			

INSTRUCTIONS:

- All requests to be added to the agenda, along with handouts and original documents to be signed, must be submitted in writing on the "Meeting Request Form" by Tuesday at 10:00 a.m. prior to the scheduled meeting and returned in person or electronically to Administrative Assistant Sally Shoemaker at: shoemakers@sweetwatercountywy.gov
 - **If your handout is not accompanied with the request, your request may be dismissed and you may reschedule for the next meeting provided the handout(s) are received.**
- If you are presenting a **Resolution or Proclamation**, it must be submitted in Word Format and emailed to: shoemakers@sweetwatercountywy.gov
- As always, if you are unable to attend the meeting after being placed onto an agenda, please send a representative in your place or your item may be rescheduled.
- In order to determine placement on the agenda, please review the county website 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 2025-07-01 MINUTES WITH ATTACHMENTS.pdf July 1, 2025

Green River, WY

PRELIMINARY:

PLEDGE OF ALLEGIANCE

National Anthem- performed by Taylor Lynn Hernandez-Thoman

Department: Board of County Commissioners

Cover Page

Chairman West opened the meeting with the Pledge of Allegiance.

Chairman West welcomed and introduced the 2025 Miss Wyoming High School Rodeo Queen, Taylor Hernandez-Thoman, who performed the National Anthem.

The Commission applauded Miss Wyoming High School Rodeo Queen, Taylor Hernandez-Thoman, on her performance.

TAYLOR HERNANDEZ-THOMAN

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 amend the agenda with the addition to un-table Resolution 2025-06-CC-01- a Resolution Authorizing a Three Percent Cost of Living Adjustment to Eligible County Employees. *Taylor C. Jones so moved. Mary Thoman seconded the motion.* The motion carried.

9:15- COUNTY RESIDENT COMMENTS/CONCERNS

Chairman West opened county resident comments/concerns. Events Complex Director Kandi Pendleton invited the Commission to attend the fair and outlined events for the Rodeo and the Big Show.

Josiah Abram requested that the Events Complex keep the campground gates open for public use. Chairman West expressed that he and Events Complex Director Kandi Pendleton would be happy to meet with him and explained that recent renovations have taken place, which may already address his concerns.

Hearing no further comments, county resident comments/concerns were closed.

A) 9:25- CONSENT AGENDA

A.1) Approval of the June 17, 2025 Minutes

Department: Board of County Commissioners

Cover Page >>>

2025-06-17 MINUTES WITH ATTACHMENTS.pdf

SIGNED 6-17-25 MINUTES

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

Department: County Clerk

Cover Page

Commissioner Report 7-1-2025.pdf

EAL Approval Listing Vaughn's Plumbing & Heating.pdf

EAL Approval Listing 7-1-25.pdf

SIGNED EALS

WARRANT NO.s	PAYEE	DESCRIPTION	AMOUNT
	EMPLOYEES AND PAYROLL VENDORS	PAYROLL RUN	None
47244	307 TIRE LLC	TIRES	11,172.00
47245	CASTLE ROCK HOSPITAL DISTRICT	BUDGET ALLOCATION	120,680.36
47246	GRUBER POWER SERVICES	MAINTENANCE	4,455.90
47247	HAMM-HILLS, LAURA J	TRANSCRIPTS	1,027.50
47248	SOUTHWEST COUNSELING/MENTAL HEALTH	BUDGET ALLOCATION	56,917.63
47249	SOUTHWEST COUNSELING SERVICE	GRANT EXPENSES	14,798.51
47250	SWCO CONSERVATION DISTRICT	BUDGET ALLOCATION	44,800.24

47251	SWEETWATER COUNTY HEALTH BOARD	BUDGET ALLOCATION	42,034.25
47252	SWEETWATER COUNTY LIBRARY	BUDGET ALLOCATION	285,376.37
47253	SWEETWATER FAMILY RESOURCE CENTER	BUDGET ALLOCATION	3,333.37
47254	SWEETWATER TROPHIES AND ENGRAVING	SHIPPING	21.45
47255	WEX BANK	FUEL	12,242.17
47256	WEX BANK	FUEL	3,151.44
17257	YWCA OF SWEETWATER COUNTY	SPONSORSHIP	242.00
47258	307 TIRE LLC	REPAIRS/PARTS	107.00
47259	OPTUM BANK 76411492	CONTRIBUTIONS	3,404.49
47260	OPTUM BANK 76411492	CONTRIBUTIONS	112.50
47261	OPTUM BANK 76411492	CONTRIBUTIONS	7,661.80
47262	RICHARDS, ISLAND D	MILEAGE	344.40
47263	SWEETWATER CO EVENTS COMPLEX	INSURANCE REIMBURSEMENT/CAPITAL FUNDING	78,238.76
47264	SWEETWATER FAMILY RESOURCE CENTER	GRANT EXPENSES	16,639.35
17265	YWCA OF SWEETWATER COUNTY	BUDGET ALLOCATION	18,250.00
127184	AFFORDABLE FUNERAL SUPPLY LLC	DISASTER BAGS	181.90
127185	ALL WEST COMMUNICATIONS	INTERNET/INMATE TVS	435.37
127186	ALSCO UNIFORMS	SERVICES	45.98
127187	AMAZON CAPITAL SERVICES INC	TONER/PENS/LABELS/LEDGERS/BATTERIES/CLIP BOARDS/CORK BOARDS/HANGING FILES/WINDOW SIGN/FILTER/TRIMMER HEADS	741.51
127188	AT&T MOBILITY	PHONE BILL	43.28
127189	BOOKCLIFF SALES INC	STOCK	80.00
127190	BRIDGER VALLEY ELECTRIC ASSN	UTILITIES	374.94
127191	CARDMEMBER SERVICE	SUBSCRIPTIONS/TOWING/BACKGROUND CHECKS/K-9 CARE/TRAVEL/GLOVES/INMATE RX/TRAINING	12,656.08
127192	CARDMEMBER SERVICE	TRAVEL/REGISTRATION/CREDIT	1,783.27
27193	CARDMEMBER SERVICE - 6379	POSTAGE	826.18
127194	CITY OF GREEN RIVER	UTILITIES	1,664.62
127195	CITY OF GREEN RIVER	FIRE PROTECTION	5,106.41
27196	CITY OF GREEN RIVER	FIRE PROTECTION	5,782.56
27197	CITY OF GREEN RIVER	FIRE PROTECTION	12,317.52
127198	CLEARVIEW IMPROVEMENT & SERVICE DISTRICT	UTILITIES	217.54
127199	COMMUNITY BUILDERS INC	GRANT EXPENSES	5,000.00
127200	COPIER & SUPPLY CO INC	REPAIR /CONTRACTS	5,212.42
127201	ENBRIDGE GAS UT WY ID	UTILITIES	2,908.30
127202	FIREPENNY	EQUIPMENT	10,618.40

127203	FLEETPRIDE	PARTS	123.99
127204	FLOYD'S TRUCK CENTER	PARTS	428.25
127205	FORESTRY SUPPLIERS INC	EQUIPMENT	4,511.87
127206	GAMETIME	SEATS	2,125.32
127207	GRAINGER	TOOLS	1,415.00
127208	GREAT WESTERN RECREATION LLC	MATS	1,970.00
127209	GREEN RIVER ACE HARDWARE	SUPPLIES	138.96
127210	GREEN RIVER STAR	ADS	5,898.00
127211	HAMPTON INN - BUFFALO	LODGING	298.00
127212	HOLTMEYER, NATASHA	MILEAGE/MEALS	297.24
127213	HOMAX OIL SALES INC	FUEL	12,866.35
127214	HUNTSMAN TRANSPORT	EXTRADITION	6,500.00
127215	HY-KO SUPPLY	STOCK	1,831.60
127216	ISI WATER CHEMISTRIES	SERVICE	881.11
127217	K-PACK PHARMACY	INMATE RX	7,244.56
127218	KENWORTH SALES COMPANY	PARTS	390.23
127219	KONE PASADENA	REPAIR/MAINTENANCE	14,028.30
127220	LEGERSKI LAWN CARE	MOWING	2,500.00
127221	LEWIS & LEWIS	ROAD BASE	2,258.26
127222	LONGHORN CONSTRUCTION INC	SERVICES	1,960.00
127223	LR COMMUNICATIONS INC	INTERNET	64.95
127224	MCKESSON MEDICAL- SURGICAL GOVERNMENT SOLUTIONS LLC	MEDICAL SUPPLIES	273.28
127225	MENDENHALL COMMERCIAL LAUNDRY EQUIP	PARTS/FREIGHT	1,674.83
127226	MORCON SPECIALTY INC	PARTS	329.78
127227	MOUNTAINLAND POWER EQUIPMENT	PARTS	20.56
127228	MOUNTAINLAND SUPPLY COMPANY	PARTS	2,235.99
127229	NAPA AUTO PARTS UNLIMITED	PARTS	45.59
127230	NORTH SWEETWATER WATER AND SEWER DISTRICT	UTILITIES	60.00
127231	PACIFIC STEEL & RECYCLING	REBAR	177.57
127232	PERFORMANCE OVERHEAD DOOR INC	REPAIR	2,626.75
127233	PREMIER VEHICLE INSTALLATION INC	UPFIT	26,296.81
127234	QUADIENT LEASING USA INC	LEASE	4,138.35
127235	QUILL CORPORATION	OFFICE SUPPLIES	857.30
127236	REAL KLEEN JANITORIAL	CLEANERS/FILTERS	691.80
127237	RESOLUT	SERVICES	1,780.00

127238	ROCK SPRINGS ACE HARDWARE	PADLOCK/TOOL/SUPPLIES	47.98
127239	ROCK SPRINGS MUNICIPAL UTILITY	UTILITIES	3,868.43
127240	ROCKY MTN POWER	UTILITIES	14,003.18
127241	ROWSER CONSTRUCTION LLC	REPAIR	3,380.00
127242	SHADOW MOUNTAIN WATER OF WYOMING INC	RENTAL/WATER	32.50
127243	SIMPLE DISTRIBUTORS LLC	STOCK	3,150.00
127244	SKAGGS COMPANIES INC	VEST REPAIR/UNIFORMS/NAME BARS/ACCESSORIES	946.31
127245	SMITH POWER PRODUCTS INC	PARTS	119.88
127246	SOURCE OFFICE & TECHNOLOGY	STOCK	80.35
127247	SOUTH RIVER TECHNOLOGIES INC	MAINTENANCE	1,250.00
127248	STAPLES ADVANTAGE - DEPT LA	TONER/OFFICE SUPPLIES	297.04
127249	STREAMLINE SUPPLY, NUTECH SPECIALTI	SUPPLIES	361.20
127250	SUNROC CORPORATION	CONCRETE	871.50
127251	SWEETWATER CO CHILD DEVELOPMENT CENTER	REIMBURSEMENT	8,747.69
127252	SWEETWATER COUNTY FAIR	BUDGET ALLOCATION	163,814.25
127253	SWEETWATER COUNTY MUSEUM	BUDGET ALLOCATION	23,066.29
127254	SWEETWATER COUNTY WEED & PEST DISTRICT	GAS CARTIRDGES	168.00
127255	TACTICALGEAR.COM	JACKET/BOOTS/UNIFORM	564.99
127256	TERMINIX OF WYOMING	SERVICE	341.00
127257	THE MASTER'S TOUCH LLC	POSTCARDS/POSTAGE	5,399.36
127258	THE TIRE DEN INC	REPAIRS	171.09
127259	TOWN OF WAMSUTTER	UTILITIES	40.60
127260	TYLER TECHNOLOGIES INC	MICROFILM	197.04
127261	U S POSTAL SERVICE (NEOPOST POSTAGE-ON CALL)	POSTAGE	6,000.00
127262	UNION TELEPHONE COMPANY INC	PHONE BILL	872.59
127263	VAUGHN'S PLUMBING & HEATING	CONTRACT	295,108.00
127264	VLCM	SUBSCRIPTION	9,782.50
127265	W A R M PROPERTY INSURANCE POOL	CYBER COVERAGE	2,897.81
127266	WAXIE SANITARY SUPPLY	STOCK	2,514.40
127267	WEIMER, JACK	INSPECTIONS/FILLS	834.00
127268	WESTERN WYOMING BEVERAGES	WATER	243.00
127269	WESTERN-EGI	SERVICES	5,393.25
127270	WESTFAX INC	FAXES	154.30
127271	WY BRAND INDUSTRIES	SIGNS	139.00

127272	WYODATA SECURITY INC	SHREDDING	555.00
127273	WYOLECTRIC INC	MAINTENANCE	2,751.37
127274	WYOMING DEPT OF WORKFORCE SERVICES	WORKERS' COMPENSATION	35,740.84
127275	WYOMING MACHINERY COMPANY	PARTS /REPAIR	13,721.31
27276	WYOMING WASTE SERVICES	UTILITIES	4,373.20
27277	YOUNG AT HEART CENTER	BUDGET ALLOCATION	5,059.68
127278	YOUTH HOME INC	BUDGET ALLOCATION	10,416.74
127279	ADVANCED NETWORK MANAGEMENT INC	EQUIPMENT	15,904.43
127280	AIRGAS USA LLC	PROPANE	45.35
127281	ALSCO UNIFORMS	SERVICES	45.98
127282	AMAZON CAPITAL SERVICES INC	CELL PHONE ACCESSORIES/BATTERIES/GLOVES/DISPOSABLE SUITS/FLASHLIGHTS/GREASE/PENS/STORAGE BINS/TONER/WATER JUGS/CHARGERS/CLEANING WIPES/MARKERS/GATORADE/TONER/ HIGHLIGHTERS/HOT CHOCOLATE	2,317.36
127283	APPLICANTPRO HOLDINGS, LLC	SUBSCRIPTION	19.00
127284	AT&T MOBILITY	CRADLE POINTS	1,215.70
27285	AUTOZONE LLC	BATTERY/CREDITS/PARTS/CHARGER/SUPPLIES	215.20
27286	BRIDGERLAND CARQUEST	PARTS	2,215.40
127287	CAPITAL BUSINESS SYSTEMS INC	CONTRACT	198.71
127288	CARDMEMBER SERVICE - 6379	POSTAGE	704.71
127289	CJ SIGNS	DECALS	56.50
127290	CLEAR GOV INC	SOFTWARE	41,015.00
127291	COMMUNICATION TECHNOLOGIES INC	RENT	175.00
127292	CONTINENTAL BATTERY SYSTEMS	BATTERY	177.09
127293	DECKER AUTO GLASS/THE GLASS WAREHOU	WINDSHIELDS	1,285.22
127294	DELL MARKETING L P	REPLACEMENT BATTERY	319.48
127295	DELTA DENTAL	PREMIUMS/CLAIMS	39,745.27
127296	DIAMOND VOGEL	FLOOR POXY	792.09
127297	DIVISION OF CRIMINAL INVESTIGATION	FINGERPRINTS/BACKGROUND	15.00
127298	DIVISION OF CRIMINAL INVESTIGATION	FINGERPRINTS/BACKGROUND	15.00
127299	DIVISION OF CRIMINAL INVESTIGATION	FINGERPRINTS/BACKGROUND	15.00
127300	DUSTBUSTERS ENTERPRISES INC	DUSTGUARD	10,509.60
127301	FLEETPRIDE	PARTS	179.86
127302	FLOYD'S TRUCK CENTER	PARTS	158.26
127303	FREMONT MOTOR ROCK SPRINGS INC	PARTS	1,210.60

127304	G & S SOLUTIONS	INFIELD MIX	7,341.26
127305	GREEN RIVER ACE HARDWARE	SUPPLIES	99.94
127306	GROATHOUSE CONSTRUCTION, INC	CONTRACT	998,151.00
127307	HARRIS GOVERN FT COLLINS USER GROUP INC	DUES	150.00
127308	HARRIS MOUNTAIN WEST LLC	MONITORING	500.00
127309	HCC LIFE INSURANCE COMPANY	FEES	61,571.40
127310	HOLTMEYER, NATASHA	MILEAGE	347.06
127311	HOMAX OIL SALES INC	DEF/FLUIDS/DRUM DEPOSIT/FUEL	17,330.91
127312	HOME DEPOT CREDIT SERVICES	SUPPLIES/CLEANER/TOOLS/TOTE/SPRAY/PAINT/PARTS	860.83
127313	IMA INC	FEES	6,000.00
127314	KENWORTH SALES COMPANY	PARTS	566.27
127315	KILMERS BG DISTRIBUTING	SUPPLIES	281.00
127316	LAWSON PRODUCTS INC	SUPPLIES	35.82
127317	LEGEND SERVICES PRESSURE CONTROL INC	SERVICES	2,284.20
127318	LITTLE AMERICA - CHEYENNE	LODGING	575.00
127319	MCKESSON MEDICAL- SURGICAL GOVERNMENT SOLUTIONS LLC	MEDICAL SUPPLIES	174.01
127320	MEMORIAL HOSPITAL CLINIC	RANDOMS/PRE-EMPLOYMENT	460.00
127321	MENDENHALL COMMERCIAL LAUNDRY EQUIP	WASHER	22,890.00
127322	MOUNTAINLAND POWER EQUIPMENT	OIL/GAS	29.57
127323	MOUNTAINLAND SUPPLY COMPANY	SUPPLIES	398.63
127324	NAPA AUTO PARTS UNLIMITED	PARTS	69.39
127325	NATIONAL RECREATION & PARK ASSOCIATION	DUES	700.00
127326	NMS LABS	ANALYSIS	1,735.00
127327	OFFICE SHOP INC	CONTRACTS	187.42
127328	ONE-CALL OF WYOMING	TICKETS	2.10
127329	PORTER LEE CORPORATION	SUBSCRIPTION	965.00
127330	QUADIENT LEASING USA INC	OFFICE SUPPLIES	852.15
127331	QUILL CORPORATION	BATTERY BACK UP/CHAIRMAT	235.73
127332	REAL KLEEN JANITORIAL	VACUUM/CLEANERS	1,843.55
127333	REDI SERVICES LLC	RESTROOMS	5,910.00
127334	REILLY, CARLA SULLIVAN	FEES	2,822.92
127335	ROCK SPRINGS ACE HARDWARE	SUPPLIES	117.93
127336	ROCK SPRINGS AUTO BODY & GLASS INC	REPAIRS	8,262.33

127337	ROCK SPRINGS MUNICIPAL UTILITY	UTILITIES	711.71
127338	ROCKET MINER	SUBSCRIPTION	189.90
127339	ROCKY MOUNTAIN POWERSPORTS	MAINTENANCE	335.97
127340	ROCKY MTN POWER	UTILITIES	2,973.64
127341	SAFETY-KLEEN SYSTEMS INC	SOLVENT	264.05
127342	SCHUMACHER LAW P.C.	FEES	1,272.50
127343	SHADOW MOUNTAIN WATER OF WYOMING INC	WATER/RENTAL	20.00
127344	SHOEMAKER, SALLY K	WACO DOOR PRIZE/MILEAGE	86.45
127345	SMYTH PRINTING INC	ENVELOPES/STAMPS	1,204.70
127346	SOURCE OFFICE & TECHNOLOGY	OFFICE FURNITURE	4,566.64
127347	STAPLES ADVANTAGE - DEPT LA	STOCK	6,078.40
127348	STAXI CORPORATION	WHEELCHAIRS	4,891.49
127349	STRODE FORENSICS PLLC	AUTOPSY	1,110.00
127350	SUNLITE SERVICE	TOWING	462.00
127351	SWEETWATER CO MEMORIAL HOSPITAL	EXPENDITURES	257,209.18
127352	SWEETWATER COUNTY FIRE DISTRICT #1	FIRE PROTECTION	24,008.40
127353	SWEETWATER COUNTY INSURANCE	PREMIUMS	495,402.32
127354	THE LINCOLN NATIONAL LIFE INSURANCE COMPANY	PREMIUMS	22,197.19
127355	THE PARTRIDGE PSYCHOLOGICAL GROUP	SESSIONS	1,200.00
127356	THE TIRE DEN INC	REPAIRS/TIRES/ALIGNMENT	4,172.28
127357	THOMSON REUTERS-WEST PAYMENT CENTER	SUBSCRIPTION	2,549.10
127358	TITAN CONSTRUCTION AND RESTORATION LLC	CONTRACT/SERVICES/GRANT EXPENSES	159,609.50
127359	TOWN OF WAMSUTTER	FIRE PROTECTION	11,874.00
127360	TURF EQUIPMENT & AGRONOMICS LLC	PARTS	7,597.93
127361	TYLER TECHNOLOGIES INC	MAINTENANCE	1,506.00
127362	UMR INC	FEES	15,487.20
127363	UNITED STATES TREASURY	PCORI FEES	2,475.32
127364	UNITED TRUCK & EQUIPMENT	PARTS	2,161.62
127365	UNIVERSITY OF WYOMING EXTENSION	SALARIES/FRINGE	18,657.00
127366	VERIZON WIRELESS	PHONE BILL	4,422.63
127367	VISION SERVICE PLAN	PREMIUMS	9,792.63
127368	WCAA	DUES/BANQUET	330.00
127369	WELLS FARGO - 0743	LODGING/SUPPLIES/HALF MASKS/FIRE EQUIPMENT/FILTERS	7,725.19
127370	WELLS FARGO - 9183	TONNEAU COVER	1,099.99

127371	WELLS FARGO - 8752	MEALS/EASY SAVING	231.03
127372	WELLS FARGO - 1640	LUGGAGE/MEALS	194.69
127373	WELLS FARGO - 8802	TRAVEL/MEALS	424.29
127374	WELLS FARGO - 8778	TRAVEL/MEALS	408.82
127375	WELLS FARGO - 7619	MEALS	67.35
127376	WHISLER CHEVROLET COMPANY	PARTS	662.54
127377	WILLIAM H SMITH & ASSOCIATES INC	SERVICES	41,453.47
127378	WORKFORCEQA LLC	PRE-EMPLOYMENT	60.00
127379	WYOMING BEHAVORIAL INSTITUTE	TITLE 25	2,262.00
127380	WYOMING DEPT OF TRANSPORTATION	SUBSIDY	543,454.97
127381	WYOMING MACHINERY COMPANY	SUBSCRIPTION/PARTS/CREDIT/LBAOR/MAINTENANCE	8,498.23
127382	WYOMING RENTS	PARTS	159.94
127383	YOUNG AT HEART CENTER	GRANT EXPENSES	3,814.75
		GRAND TOTAL:	4,465,062.28

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 REPORT.pdf

SIGNED MONTHLY REPORTS

A.5) Approval of July 1st, 2025, Abates/Rebates

Department: County Assessor

Cover Page

July 1st, 2025 Abates and Rebates.pdf

SIGNED ABATES REBATES

TAXPAYER VALUATION

YOUG AT HEART EARLY LEARNING CENTER -437

ROBLES SAMUEL P &

REBBECA J -1327

CROWHEART ENERGY LLC -39256 HALF MOON INVESTMENTS -730

-41750

A.6) Ratify the Coalition of Local Governments? Comments on the Draft Environmental Assessment for the Miller Mountain Land Exchange

Department: Board of County Commissioners

Cover Page

CLG Comments re Draft EA for Miller Mountain Land Exchange 3.doc

A.7) Request to Restaff Vacant Position in Facilities Maintenance Department

Department: Human Resources

Cover Page

Building Maintenance Worker.pdf

SIGNED REQUEST TO RESTAFF BUILDING MAINTENANCE WORKER

A.8) Request to Restaff Vacant Position in Public Works: Road & Bridge Department

Department: Human Resources

Cover Page

Equipment Operator.pdf

SIGNED REQUEST TO RESTAFF EQUIPMENT OPERATOR

A.9) Request to Restaff Vacant Position in Sheriff's Office: Detention Center

Department: Human Resources

Cover Page

Detention Officer.pdf

SIGNED REQUEST TO RESTAFF- DETENTION OFFICER

A.10) Request to Restaff Vacant Position in the Sheriff's Office

Department: Human Resources

Cover Page

Patrol Deputy.pdf

SIGNED REQUEST TO RESTAFF- PATROL DEPUTY

A.11) Request to Restaff Vacant Position in County Coroner's Office

Department: Human Resources

Cover Page

Deputy County Coroner.pdf

SIGNED REQUEST TO RESTAFF- DEPUTY CORONER

Chairman West requested to amend the consent agenda with the removal of item 2- approval of the county vouchers/warrants. Chairman West entertained a motion to approve the agenda as amended. *Robb Slaughter so moved. Taylor C. Jones seconded the motion.* The motion carried.

Chairman West explained that he would abstain from the approval of the warrant for Vaughn's Plumbing and Heating in the amount of \$295,108.00 due to his employment with Vaughn's Plumbing and Heating. Chairman West entertained a motion for approval of the vouchers, less that particular warrant. *Island Richards so moved. Taylor C. Jones seconded the motion.* The motion carried.

Chairman West entertained a motion to approve the outstanding warrant for Vaughn's Plumbing and Heating. *Island Richards so moved. Robb Slaughter seconded the motion.* The motion carried with Chairman West abstaining.

COMMISSIONER COMMENTS

9:30- Chairman West

Department: Board of County Commissioners

Cover Page

Chairman West reported on the meetings he attended to include the BLM Cooperator Group, where they addressed the Rock Springs Resource Management Plan, the Young at Heart Senior Citizen

Center Board, where they received an update from the kitchen manager and the organization as a whole is looking at a \$220,000.00 deficit for FY26 causing them to review services and reorganization, and the Events Complex Fair Board, where he received a tour of the grounds and the upgrades/improvements made, and read aloud a letter of praise received from the Tiffin Rally Group. Chairman West commended the Events Complex staff for their leadership.

Chairman West shared that the Events Complex is seeking volunteers for the National High School Rodeo and acknowledged that the Commission has received an invitation to attend the Celebrate 8 event for the National High School Finals Rodeo.

Chairman West shared that he attended a meeting with Bridger Teton National Forest Supervisor Chad Hudson, where he received a briefing on the progress being made with neighboring cooperating counties on the planning revision process and reiterated that Sweetwater County was denied cooperator status due to not living in the jurisdiction; however, Mr. Hudson will keep Sweetwater County apprised of the progress.

Chairman West read aloud the Public Works report.

Chairman West further reported on the Sweetwater County FY26 Budget Adoption meeting and expressed appreciation to all involved. Chairman West acknowledged that with the decline in revenue, there was only so much the Commission could do.

Chairman West wished the community a Happy 4th of July.

9:35- Commissioner Slaughter

Department: Board of County Commissioners

Cover Page

Commissioner Slaughter reported on the meetings and events he attended to include the Congressional Tour Working Group, along with the entities involved to finalize the details, the Sweetwater County FY26 Budget Adoption, Dr. Oliver's retirement party, and the Flaming Gorge Days celebration.

Commissioner Slaughter shared that he attended his granddaughter's rehearsal dinner and had the honor of serving as an officiant at the wedding.

Commissioner Slaughter explained that he received the monthly waterfall payment for the 2023 Specific Purpose Tax and was able to get it recorded, and make arrangements for the payment to the City of Green River.

Commissioner Slaughter shared that he made several phone calls regarding various issues and prepared for the Board of County Commissioners meeting.

Commissioner Slaughter wished the community a Happy 4th of July.

9:40- Commissioner Thoman

Department: Board of County Commissioners

Cover Page >>>

Commissioner Thoman reported on the meetings and events she attended to include the BLM Cooperator Group, where they addressed the revision for the RMP, the Sweetwater Combined Communications Joint Powers Board, the Bridger Teton National Forest, where Forest Supervisor Chad Hudson promised to keep Sweetwater County updated on the planning progress; however, due to overlapping jurisdiction, will not be allowed to attend the meetings as cooperators, the Golden Hour Senior Citizen Center Board, where they discussed grants to provide assistance for low income individuals, and homebound services, the CLG, where they discussed the Wyoming Legislature Federal Natural Resource Committee, and updates on the dismantling of the roadless rule, public lands release, fire issues, resource management plan, the disconnect between the Ashley National Forest Plan and the Flaming Gorge National Recreation area, and utility corridors.

Commissioner Thoman further reported that she attended the Sweetwater County FY26 Budget Adoption and participated in the Flaming Gorge Days Parade.

Commissioner Thoman explained that the Golden Hour Senior Citizen Center hosted the Library's Longmire session on June 28, 2025, with author Craig Johnson, which she attended.

Commissioner Thoman shared that she attended the American Legion State Convention in Newcastle, Wyoming, where her niece, Taylor Hernandez-Thoman, addressed the various groups regarding her new role as Miss Wyoming High School Rodeo Queen.

Commissioner Thoman noted that she visited Fremont County Commissioner Mike Jones regarding the Congressional Tour agenda.

9:45- Commissioner Richards

Department: Board of County Commissioners

Cover Page

Commissioner Richards reported on the meetings and events he attended to include the Airport Board, and shared that the terminal reconstruction project is close to completion, the Housing Taskforce, BLM Cooperators Group, Congressional Tour Planning Group, WCCA, where they discussed the Federal Lands Disposal Plan and noted that Senator Lee has removed the plan from the package, the Southwest Counseling Board, where the interim Director is settling in well, moving forward with reorganization, and the new Human Resource Director is interviewing staff and job descriptions are being updated, and the Sweetwater County FY26 Budget Adoption.

Commissioner Richards shared that he volunteered during the Air Race Classic, where 40+ two-woman teams raced in multiple categories. Commissioner Richards announced that the Rock Springs Airport was voted the number one stop in the country and congratulated Director Devon Brubaker, staff, and volunteers on a job well done.

Commissioner Richards shared that he met with Star Transit Director Duane Pacheco to learn about their operations and toured their newest bus.

Commissioner Richards explained that he took an eco-flight out of the Pinedale Airport and toured the Antelope Migration Corridors in the Wind River Range and then took another eco-flight tour out of the Big Piney Airport to tour the Mule Deer Migration Corridors in the Wyoming Range.

Commissioner Richards shared that he attended the Craig Johnson event and Flaming Gorge Days.

Commissioner Richards shared his upcoming schedule and explained that he will miss the June 15, 2025, Commissioner meeting as he will be attending a tour of the Idaho Nuclear Laboratory.

Commissioner Richards wished the community a Happy 4th of July.

Commissioner Richards made a public disclosure that he was approached in his private business capacity by Western Wyoming Beverages regarding a potential opportunity to sublease retail space within their micro market operations at the Rock Springs Airport and clarified that this is being offered to multiple vendors on a non-exclusive basis, that he is a non-voting liaison to the Rock Springs Airport Board, and that the Board of County Commissioners does not vote on or approve airport vending contracts. Commissioner Richards stated that he requested and received an ethics opinion from the County Attorney regarding this matter, and if he proceeds with the sublease, he will recuse himself from any discussion or actions by the Airport Board or the Board of County Commissioners relating to vending or micro market operations at the Airport and the disclosure was made in the interest of full transparency and to avoid any appearance of impropriety.

9:50- Commissioner Jones

Department: Board of County Commissioners

Cover Page 🦠

Commissioner Jones reported on several meetings he attended at the Sweetwater County Memorial Hospital to include the Quality Committee, where improvements continue to occur regularly, the Finance & Audit Committee, and a special Board of Trustees meeting where they finalized their budget.

Commissioner Jones further reported on the meetings he attended to include the BLM Cooperator Group, the Bridger Teton National Forest Service, and the Board of Health, where they addressed the budget and the need to reduce county funding. Commissioner Jones expressed appreciation to the Board of Health for working with the County and reducing their budget.

Commissioner Jones further reported on the American Council Snowmobile Association, Joint Powers Telecom Board, and the Sweetwater County FY26 Budget Adoption meetings he attended. Commissioner Jones expressed appreciation to the organizations for their understanding during the budget process and reiterated that drastic reductions were required due to State Legislators' residential tax reductions.

Commissioner Jones shared that he attended Dr. Oliver's retirement party and Wyoming Downs Legislative Day, where he had the opportunity to speak with Governor Gordon relative to the Rock Springs BLM RMP.

Commissioner Jones shared that he spoke with Senator Barrasso's Policy Advisor, Tori Teegarden, regarding the Rock Springs BLM RMP process and the sale of federal lands by Utah Senator Lee.

Commissioner Jones wished the community a Happy 4th of July.

B) ACTION/PRESENTATION ITEMS

B.1) **9:55- Health Board Appointment**

Department: Board of County Commissioners

Cover Page

Due to the expiring terms of Dr. Shaziya Haque (doctor of dental surgery- as required by the Health Board by-laws) and Tamara Walker, effective July 1, 2025, two 4-year terms are vacant on the Health Board. Commissioner Jones explained that Dr. Haque expressed that she is unavailable to be considered for another term and will await for a doctor of dental surgery to apply before the appointment can be made.

Taylor C. Jones moved to re-appoint Tamara Walker to the Health Board. Mary Thoman seconded the motion. The motion carried.

B.2) 10:00- Predatory Animal Board Appointment

Department: Board of County Commissioners

Cover Page

Due to the expired term of Michael Davidson, a 3-year term is vacant on the Predatory Animal Board.

Chairman West entertained a motion to re-appoint Michael Davidson to the Predatory Animal Board. *Mary Thoman so moved. Taylor C. Jones seconded the motion.* The motion carried.

B.3) <u>10:05- Request Approval of an Engagement Letter for a Hearing Officer for the Sweetwater County Board of Equalization</u>

Department: Board of County Commissioners

Cover Page

County Clerk Engagement Letter 2025 BOE.docx

County Clerk Cindy Lane presented the Engagement Letter for a Hearing Officer for the Sweetwater County Board of Equalization. Chairman West entertained a motion to approve the Letter of Engagement to allow Mark Harris/Harris Law Firm PC to be the Hearing Officer for the Sweetwater County Board of Equalization and authorize the Chairman to sign. *Island Richards so moved. Robb Slaughter seconded the motion.* The motion carried.

SIGNED LETTER OF ENGAGEMENT LETTTER FOR A HEARING OFFICER FOR THE SWCO BOARD OF EQUALIZATION >>>

B.4) 10:10- University of Wyoming Extension 2025-2026 MOU and Annual Compensation Agreements

Department: Board of County Commissioners

Cover Page

Sweetwater MOU 2025-26 (1).pdf

Sweetwater_Johnson_Annual_Compensation_Agreement_FY26 (1).pdf

Sweetwater_Holtmeyer_Annual_Compensation_Agreement_FY26 (1).pdf

4H Educator Natasha Holtmeyer presented the University of Wyoming Extension 2025-2026 Memorandum of Understanding. Following discussion, Chairman West entertained a motion to approve the Memorandum of Understanding between the University of Wyoming and the Sweetwater County Board of County Commissioners. *Mary Thoman so moved. Taylor C. Jones seconded the motion*. The motion carried.

Chairman West entertained a motion to approve the Annual Compensation Agreement between the University of Wyoming and the Sweetwater County Board of County Commissioners for Jael Johnson. *Island Richards so moved. Mary Thoman seconded the motion*. The motion carried.

Chairman West entertained a motion to approve the Annual Compensation Agreement between the University of Wyoming and the Sweetwater County Board of County Commissioners for Natasha Holtmeyer. *Mary Thoman so moved. Robb Slaughter seconded the motion.* The motion carried.

SIGNED MEMORANDUM OF UNDERSTANDING BETWEEN THE UNIVERSITY OF WYOMING AND SWEETWATER COUNTY BOARD OF COUNTY COMMISSIONERS

SIGNED ANNUAL COMPENSATION AGREEMENT BETWEEN UW EXTENSION AND SWCO- JAEL JOHNSON

SIGNED ANNUAL COMPENSATION AGREEMENT BETWEEN UW EXTENSION AND SWCO- NATASHA HOLTMEYER

B.5) <u>10:25- Amendment Two to the FY2020 Wyoming Commercial Air Service Improvement</u> Plan Cooperative Agreement

Department: Attorney's Office

Cover Page

Amendment Two - Tracked Changes.pdf

AMENDMENT Two FY20 Air Service COOPERATIVE AGREEMENT.docx

FY20 ASEP COOPERATIVE AGREEMENT.docx

RKS Amendment Four Draft - 6-9-25 (with watermark).docx

MOU Between WDOT & Sweetwater County.pdf

Amendment Three to the Contract Between WYDOT and Skywest Airlines.pdf

Airport Director Devon Brubaker presented Amendment Two to the FY2020 Wyoming Commercial Air Service Improvement Plan Cooperative Agreement and Amendment Four to the Memorandum of Understanding between the Wyoming Department of Transportation and the Sweetwater County Commissioners. Mr. Brubaker explained that the primary change amends the service period date through June 30, 2029, and the county has a maximum exposure for FY26 not to exceed \$839,243.70.

Chairman West entertained a motion to approve Amendment Two to the FY2020 Wyoming Commercial Air Service Improvement Plan Cooperative Agreement and authorize the Chairman to sign. *Island Richards so moved. Mary Thoman seconded the motion.* The motion carried.

Chairman West entertained a motion to approve Amendment Four to the Memorandum of Understanding between the Wyoming Department of Transportation and the Sweetwater County Commissioners and authorize the Chairman to sign. *Island Richards so moved. Taylor C. Jones seconded the motion.* The motion carried.

Chairman West addressed the voucher received from the Airport and noted that typically funding is split into two allotments, to which Mr. Brubaker explained due to the airport project, they have been challenged as when invoices come through, they are submitted for reimbursement through the grant process that takes 3-8 weeks to be reimbursed and requested that their FY26 funding be distributed as a single request for a total amount of \$408,900.00. Chairman West explained that the Commission will see the request on the voucher list this week.

SIGNED AMENDMENT TWO TO THE FY2020 WYOMING COMMERCIAL AIR SERVICE IMPROVEMENT PLAN COOPERATIVE AGREEMENT

SIGNED AMENDMENT FOUR TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE WYOMING DPT OF TRANSPORTATION AND THE SWEETWATER COUNTY COMMISSIONERS

B.6) **10:35- BREAK**

Department: Board of County Commissioners

Cover Page

Chairman West called for a fifteen-minute break.

B.7) 10:45- Update on the Green River Tunnel Repairs

Department: Board of County Commissioners

Cover Page

WYDOT District 3 Engineer John Eddins provided an update on the repairs to the Green River Tunnels and provided an incident overview, traffic control measures, tunnel cleanup and initial work, final work package with a completion goal of October 31, 2025, and future ITS improvements (camera detection), and upgrades to the lighting in the westbound tunnel. Following discussion relative to improvements, resources for inclement weather, and repairs to Flaming Gorge Way due to the detour, the Commission expressed appreciation to all involved.

WYDOT Green River Tunnels SWCO

B.8) 11:15- Presentation and Request Approval of Resolution # 2025-07-CC-02, a
Resolution Authorizing FLSA Exempt Peace Officers and Detention Officers to Earn
Non-FLSA Compensation in Certain Circumstances

Department: Human Resources

Cover Page >>

Resolution # 2025-07-CC-02 Resolution Authorizing FLSA Exempt Peace Officers and Detention
Officers to Earn OT in Certain Circumstances.pdf

Human Resource Director Garry McLean and Sheriff Grossnickle presented Resolution # 2025-07-CC-02, a Resolution Authorizing FLSA Exempt Peace Officers and Detention Officers to Earn Non-FLSA Compensation in Certain Circumstances. Following discussion relative to funds being utilized for specific projects and reimbursement rates, Chairman West entertained a motion to approve Resolution # 2025-07-CC-02, a Resolution Authorizing FLSA Exempt Peace Officers and Detention Officers to Earn Non-FLSA Compensation in Certain Circumstances.

Mary Thoman moved to approve Resolution 2025-07-CC-02. Taylor C. Jones seconded the **motion**. The motion carried.

SIGNED RESOLUTION 2025-07-CC-02- AUTHORIZING FLSA EXEMPT PEACE OFFICERS AND DETENTION OFFICERS TO EARN NON FLSA COMPENSATION IN CERTAIN CIRCUMSTANCES

B.9) 11:25- Change Order #1 to the Sweetwater County Detention Center RTU-AHU Replacement & Upgrade Project

Department: Public Works

Cover Page

Change Order Number 1-Time.pdf

Due to a conflict of interest, as the item being presented relates to his place of employment, Chairman West recused himself and requested Commissioner Jones to serve as Acting Chairman for this agenda item. Chairman West left the Commission Chambers.

Public Works Director Gene Legerski presented Change Order #1 to the Sweetwater County Detention Center RTU-AHU Replacement & Upgrade Project and explained that delays in the manufacturing of the RTU and AHU Units have caused the contractors' schedule to move beyond the completion date, which will change the completion date from June 27, 2025, to November 14, 2025, and a final completion date from July 25, 2025, to December 15, 2025.

Acting Chairman Taylor C. Jones entertained a motion to approve Change Order #1 to the Sweetwater County Detention Center RTU-AHU Replacement & Upgrade Project, with the contract time being changed from the substantial completion date of June 27, 2025, to November 14, 2025, and a final completion date from July 25, 2025, to December 15, 2025.

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

SIGNED CHANGE ORDER 1 TO THE SWCO DETENTION CENTER RTU-AHU REPLACEMENT AND UPGRADE PROJECT

B.10 <u>Un-table Resolution 2025-06-CC-01- a Resolution Authorizing a Three Percent Cost of Living Adjustment to Eligible County Employees</u>

Chairman West re-entered the Chambers.

Chairman West entertained a motion to remove Resolution 2025-06-CC-01- a Resolution Authorizing a Three Percent Cost of Living Adjustment to Eligible County Employees from the table. *Mary Thoman so moved. Island Richards seconded the motion.* The motion carried.

Chairman West explained there was a modification made to the original resolution, and entertained a motion to approve the amended Cost of Living Adjustment Resolution by modifying the language to reflect, it will now state "effective for salaries and wages earned on or after July 1, 2025", which will replace language that stated, wages disbursed on or after July 1, 2025, and will require a new resolution to clean things up, which is Resolution 2025-07-CC-01. *Island Richards so moved. Taylor C. Jones seconded the motion.* The motion carried.

Chairman West entertained a motion to approve the 3% Cost of Living Adjustment as written in

Resolution 2025-07-CC-01 to all eligible employees. *Robb Slaughter so moved. Taylor C. Jones seconded the motion.* The motion carried.

SIGNED RESOLUTION 2025-07-CC-01- AUTHORIZING A THREE PERCENT COST OF LIVING ADJUSTMENT TO ELIGIBLE EMPLOYEES

11:30- EXECUTIVE SESSION 1. Personnel

Chairman West entertained a motion to enter into an executive session for personnel. *Taylor C. Jones so moved. Island Richards seconded the motion.* The motion carried.

Chairman West entertained a motion to come out of the executive session, reconvene the meeting, and explained that action was required. *Island Richards so moved. Taylor C. Jones seconded the motion.* The motion carried.

Chairman West entertained a motion to approve the personnel action for the Sheriff's Department as discussed in Executive Session. *Taylor C. Jones so moved. Mary Thoman seconded the motion*. The motion carried.

Chairman West entertained a motion to approve the personnel action for the Road and Bridge Department as discussed in Executive Session. *Taylor C. Jones so moved. Mary Thoman seconded the motion*. The motion carried.

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:
Cynthia L. Lane, County Clerk
THE BOARD OF COUNTY COMMISSIONERS OF SWEETWATER COUNTY, WYOMING
Keaton West, Chairman
Island Richards, Member
Taylor C. Jones, Member
Robb Slaughter, Member
Mary E. Thoman, Member



MEETING REQUEST FORM

Meeting Date Requested: July 15, 2025	Contact Phone and E-mail: 307-872-3754
Presenters Name, Title and Name of Organization: Accounting	Exact Wording for Agenda: Approval of County Vouchers/Warrants Expenditure Approval Listing (EAL) and Commissioner Report
Preference of Placement on Agenda & Amount of Time Requested for Presentation: 5 Minutes	Will there be handouts? (If yes, include with meeting request form) Yes
Will handouts require SIGNATURES? Yes SHOULD THE ITEM BE MARKED CONFIDENTIAL? No	If you are submitting a Resolution or Proclamation, please forward in Word format to: shoemakers@sweetwatercountywy.gov

Attachments:

Commissioner Report 7-15-2025.pdf

EAL Approval Listing Vaughn's Plumbing & Heating 7-3-25.pdf

EAL Approval Listing 7-15-2025.pdf

INSTRUCTIONS:

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

- In order to determine placement on the agenda, please review the county website sweetwatercountywy.gov on Thursday afternoon by clicking "Commissioner's Agenda".
- If a request to be placed on an agenda is received <u>AFTER</u> the deadline, you will be considered for the next meeting date.

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

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

The meetings are held in the commission meeting room:

80 West Flaming Gorge Way Meeting Room #115 Green River, Wyoming Commissioner Report 7-15-2025.pdf

EAL Approval Listing Vaughn's Plumbing & Heating 7-3-25.pdf EAL Approval Listing 7-15-2025.pdf

JULY 15, 2025

WARRANT NO.s	PAYEE	DESCRIPTION	AMOUNT
47266 & 127384	EMPLOYEES AND PAYROLL VENDORS	PAYROLL RUN	6,280.28
47267-47501 &	EMPLOYEES AND PAYROLL VENDORS	PAYROLL RUN	1,631,547.97
127385-127395			
47502	OPTUM BANK 76411492	CONTRIBUTIONS	1,785.00
47503	OPTUM BANK 76411492	CONTRIBUTIONS	1,732.50
47504	OPTUM BANK 76411492	CONTRIBUTIONS	187.50
47505	RICHARDS, ISLAND D	MILEAGE	303.80
47506	SOUTHWEST WYOMING REGIONAL AIRPORT	BUDGET ALLOCATION	408,900.00
47507	STAFFORD, NANCY	MILEAGE	553.00
127396	AT&T MOBILITY	PHONE BILL	43.28
127397	AT&T MOBILITY	PHONE BILL	2,169.34
127398	AT&T MOBILITY	PHONE BILL	13.34
127399	BOB BARKER COMPANY INC	COMMISSARY	25.46
127400	CARDMEMBER SERVICE - 6379	POSTAGE	2,274.94
127401	CENTURYLINK	PHONE BILL	1,640.55
127402	CENTURYLINK	PHONE BILL	77.68
127403	CITY OF GREEN RIVER	RENT	405.00
127404	CITY OF GREEN RIVER	RESTITUTION	36.66
127405	CITY OF ROCK SPRINGS	RENT	950.6
127406	CITY OF ROCK SPRINGS	RESTITUTION	55.68
127407	CLERK OF DISTRICT COURT	FILING FEE	50.00
127408	DIVISION OF CRIMINAL INVESTIGATION	FINGERPRINTS/BACKGROUND	39.00
127409	ENBRIDGE GAS UT WY ID	UTILITIES	6,095.34
127410	GREEN RIVER CHAMBER OF COMMERCE	LUNCH AND LEARN	30.00
127411	GREEN RIVER STAR	ADS	3,864.00
127412	HOMAX OIL SALES INC	VALOR/DRUM DEPOSIT/CREDIT	1,399.80
127413	HUNTSMAN TRANSPORT	EXTRADITION	3,034.35
127414	JIM'S UPHOLSTERY LLC	DROP CURTAIN	700.00
127415	LARIMER COUNTY CORONER	FEES	500.00
127416	LEWIS & LEWIS	CONTRACT	615,595.25
127417	OPSEC SECURITY INC	ETAGS	337.50
127418	PARETO HEALTH LLC	COST MANAGEMENT	784.00
127419	PILOT BUTTE BROADCASTING	ADS	300.00
127420	PLAN ONE/ARCHITECTS	SERVICES/GRANT EXPENSES	11,232.95
127421	PROFORCE LAW ENFORCEMENT	SUPPLIES	885.2
127422	REILLY, CARLA SULLIVAN	FEES	916.66
127423	ROBINSON-KIM, MI HYE	MILEAGE	418.60
127424	ROCKY MTN POWER	UTILITIES	22,202.24
127425	ROTECH HEALTHCARE INC.	INMATE MEDICAL	457.08
127426	S & L INDUSTRIAL	STRIPING	333,840.05
127427	VICTORIA SCHOFIELD ATTORNEY	FEES	512.50
127428	SHADOW MOUNTAIN WATER OF WYOMING INC	WATER	6.50
127429	SKAGGS COMPANIES INC	VEST COMBO/CARRIER/FREIGHT/PANTS/UNIFORMS	2,490.8
127430	ST CHARLES COUNTY: NORTHWEST SHUTTLE	CONFERENCE	350.00
107404	CONFERENCE	CLIDECDIDTION	407.0
127431 127432	STATE OF WYOMING SUMMIT FOOD SERVICE LLC	SUBSCRIPTION INMATE MEALS	107.2° 32.286.26

Ran for Dates: 06/23/2025-7/3/2025

127433	THE MASTER'S TOUCH LLC	POSTCARDS	1,137.38
127434	THE PARTRIDGE PSYCHOLOGICAL GROUP	PRE-EMPLOYMENT	426.00
127435	THE RADAR SHOP INC	REPAIR	70.00
127436	TYLER TECHNOLOGIES INC	MAINTENANCE/SYSTEM SUPPORT	108,570.64
127437	UNION TELEPHONE COMPANY INC	PHONE BILL	51.09
127438	VAUGHN'S PLUMBING & HEATING	CONTRACT	893,000.00
127439	W A R M PROPERTY INSURANCE POOL	ASSESSMENT	458,636.30
127440	WEST SIDE SEWER DISTRICT	UTILITIES	6,624.00
127441	WHITE MOUNTAIN SEWER DISTRICT	UTILITIES	859.60
127442	WC&PAA	DUES	900.00
127443	WYOMING COUNTY COMMISSIONERS ASSOCIATION	DUES	32,361.00
127444	WYOMING LAW ENFORCEMENT ACADEMY - WLEA	TRAINING/AMMO/CLOTHING	1,925.67
127445	WYOMING SECRETARY OF STATE	NOTARY	60.00
127446	WYOMING SECRETARY OF STATE	NOTARY	60.00
		GRAND TOTAL:	4,602,099.58

Ran for Dates: 06/23/2025-7/3/2025

	DATE	AMOUNT	WARRAN	IT #'S	ADVICE #'S
EAL EAL EAL EAL EAL EAL	7/3/2025	2,964,271.33	12739	6-127446	47502-47507
				Check #	Advice #
	Payroll Run Payroll Run Payroll Run		Payroll:		
TOTAL	AMOUNT	\$2,964,271.33			
				ABSTAIN Keaton D	I ED . West, Chairman
				Taylor C.	Jones, County Commissioner
				Island Ric	chards, County Commissioner
Attest:				Robert D.	Slaughter, County Commissioner
County	/ Clerk			Mary E.TI	noman, County Commissioner

	DATE	AMOUNT	WARRANT #'S	ADVICE #'S
EAL EAL EAL	7/3/2025	2,964,271.33	127396-127446	47502-47507
			Check #	Advice #
	Payroll Run Payroll Run Payroll Run	6,280.28 1,631,547.97	127384 127385-127395	47266 47267-47501
TOTAL	. AMOUNT	\$4,602,099.58		
Vouche	ers in the above amou	ınt are hereby app		aid this date of 7/15/2025 O. West, Chairman
			Taylor C.	Jones, County Commissioner
			Island Rid	chards, County Commissioner
Attest:			Robert D	. Slaughter, County Commissioner
County	Clerk		Mary E. 1	Thoman, County Commissioner



MEETING REQUEST FORM

Meeting Date Requested: July 15, 2025	Contact Phone and E-mail: 307-872-3897
Presenters Name, Title and Name of Organization: BOCC	Exact Wording for Agenda: Approval of Bonds
Preference of Placement on Agenda & Amount of Time Requested for Presentation: 1 min	Will there be handouts? (If yes, include with meeting request form) No
Will handouts require SIGNATURES? No SHOULD THE ITEM BE MARKED CONFIDENTIAL? No	If you are submitting a Resolution or Proclamation, please forward in Word format to: shoemakers@sweetwatercountywy.gov
Additional Information:	
Attachments: BONDS.pdf	

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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
- 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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The meetings are held in the commission meeting room:

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

Approval of Bonds OFFICIAL BOND AND OATH 7-15-25

NAME	OFFICE	BOND AMOUNT
JOSEPHINE ANN ZAKOTNIK	EDEN-FARSON CEMETERY DISTRICT	\$5,000.00

	THE BOARD OF COUNTY COMMISSIONERS FOR SWEETWATER COUNTY, WYOMING
	Keaton D. West, Chairman
	Taylor C. Jones
ATTEST:	ABSENT Island Richards, Commissioner
Cynthia L. Lane, County Clerk	Robert D. Slaughter, Commissioner
	Mary E. Thoman, Commissioner

Wyoming



OFFICIAL BOND AND OATH

KNOW ALL PERSONS BY THESE PRESENTS:	Bond No. <u>51948902</u>
That we <u>Josephine Ann Zakotnik</u>	
of <u>Farson</u> , Wyoming, a corporation duly licensed to do business in the State	
unto <u>Eden-Farson Cemetary District</u>	, the State of Wyoming, in the penal
sum of <u>Five Thousand and 00/100</u> to which payment well and truly to be made, we bind of severally, firmly by these presents.	
Dated this5th day ofJune	
THE CONDITION OF THE ABOVE OBLIGATION	ON IS SUCH, That whereas, the above bounden
Principal was duly <u>elected</u> , to the office of <u>Tre</u>	
in the of Eden-Farson Cem	etary District
and State aforesaid for the term beginning	July 1st , 2025 , and ending
<u>July 1st</u> , <u>2026</u> .	Soft a supply to the supply that the supply to the supply
NOW THEREFORE, If the above bounden Principa	
impartially perform all the duties of their said office of $_$	Treasurer
as is or may be prescribed by law, and shall with all reas	sonable skill, diligence, good faith and honesty safely
keep and be responsible for all funds coming into the he 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; an	d shall well and truly deliver to their successor in
office for such other person or persons as are authorized papers and things of every kind and nature held by the	
otherwise to remain in full force and effect.	,
	Onephone Com Labotant
	Principal
APPERS ASSESSMENT OF THE PROPERTY OF THE PROPE	WESTERN SURETY COMPANY
	By Larry Kasten, Vice President
	Harry Masterl, vice i Tesidenti

ACKNOWLEDGMENT OF SURETY (Corporate Officer)

(Corporat	e Officer)
STATE OF SOUTH DAKOTA	
County of Minnehaha	
On this <u>5th</u> day of <u>June</u>	, <u>2025</u> , before me, appeared
Tanny Kastan	
	nally known, being by me sworn, and did say that he is NY, and that the seal affixed to said instrument is the
	estrument was signed and sealed on behalf of said
	d said officer acknowledged said instrument to be the
free act and deed of said corporation.	
**************************************	c Old
NOTARY PUBLIC CEAL). Yetük
SOUTH DAKOTA CONTROL	Notary Public
ტაააააააააააააააააააააააა ♦ My Commission Expires August 11, 2028	
OATH OI	FOFFICE
T 311	about and defend the constitution of the ITnited Ctates
	obey and defend the constitution of the United States, I have not knowingly violated any law related to my
	thers; and that I will discharge the duties of my office
with fidelity.	
Onach B. Jahut	
Josephin Chim Elliconill	
State of Wyoming	
County of Sweetwater ss	
***************************************	n 0 1.1.
This CALL IPONSON as subscribed and sworn to be	efore me by Josephine than takotnik
on this TATE OF WYCMING.	3035
My compression by 1154792 30 30	the solution
MY COMMISSION EXPIRES: 11/30/2030	Notary Public, Wyoming
A CIZNICIVII EDCAME	INT OF PRINCIPAL
	INT OF FRINCIPAL
THE STATE OF WYOMING	
County of Sweetwater } ss	
h .	, <u>>0>5</u> , before me, personally appeared
On this day of Same	, before me, personally appeared
Josephine Pnn Zakotnik	, 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
free act and de	i.a
iree act and de	19 0.
My commission expires	01 0
november 30 2030	La Dolan AM
110VCVVCQC1 30 , 2030	Notary Public, Wyoming
GAIT TOUNGON	
GAIL JOHNSON NOTARY PUBLIC Page	2 of 2
STATE OF WYOMING	2
COMMISSION ID: 154792 MY COMMISSION EXPIRES: 11/30/2030	

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

or
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-Farson Cemetary District
bond with bond number51948902
bond with bond number
for <u>Josephine Ann Zakotnik</u>
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.
such officer and the corporate sear may be printed by facilities.
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
<u>Vice President</u> with the corporate seal affixed this <u>5th</u> day of <u>June</u> ,
<u>2025</u> .
ATTEST WESTERN SURETY COMPANY
A CONSTRUCTION OF THE CONTRACT
L. Bauder, Assistant Segretary, Larry Kasten, Vice President
El Baldon, Assistant Source and Assistant Source an
OTATE OF COURT PAYOTA
STATE OF SOUTH DAKOTA () SS
COUNTY OF MINNEHAHA
The state of the s
On this 5th day of June 2025 before me, a Notary Public, personally appeared
On this and or , , , , , , , , ,
and
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.
+4444444444444444444444444444444444
\$ S. GREEN \$
4
SEAL NOTARY PUBLIC (SEAL)
SOUTH DAKOTA SOUTH DAKOTA Notary Public
Authorities My Commission Expires February 12, 2027

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.



MEETING REQUEST FORM

Meeting Date Requested: July 15, 2025	Contact Phone and E-mail: 307-872-3897
Presenters Name, Title and Name of Organization: BOCC	Exact Wording for Agenda: Approval of Monthly Reports
Preference of Placement on Agenda & Amount of Time Requested for Presentation: 1 min	Will there be handouts? (If yes, include with meeting request form) No
Will handouts require SIGNATURES? No SHOULD THE ITEM BE MARKED CONFIDENTIAL? No	If you are submitting a Resolution or Proclamation, please forward in Word format to: shoemakers@sweetwatercountywy.gov
Additional Information:	
Attachments: MONTHLY REPORTS.pdf	

INSTRUCTIONS:

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

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 MONTHLY REPORTS.pdf

Approval of Monthly Reports 7-15-25

- COUNTY CLERK
 CLERK OF DISTRICT COURT
- 3. SHERIFF'S OFFICE

	THE BOARD OF COUNTY COMMISSIONERS FOR SWEETWATER COUNTY, WYOMING
	Keaton D. West, Chairman
	Taylor C. Jones
ATTEST:	ABSENT Island Richards, Commissioner
Cynthia L. Lane, County Clerk	Robert D. Slaughter, Commissioner
	Mary E. Thoman, Commissioner

MONTHLY STATEMENT

Statement of the Earnings of Collec of Sweetwater, State of Wyoming, for	or the mo	onth en	ding		June 2025	and for	and reported to
the Board of County Commissioners	s of said	County					
COUNTY CLERK Recording Fees					14	499.00	,
_							
Marriage Licenses						080.08	
Chattel Mortgages					10,	628.00	
Motor Certificates of Title		(179	00 /TITLES)	26,	850.00	25,060.00
iDoc Market Subscriptions					1,	281.00	
Miscellaneous Receipts						221.00	
Total Receipts			,		Abandoned \	/ohiolo	54,559.00 (1,790.00)
					Abandoned	renicie	52,769.00
I hereby certify that the above is a collected by me as such officer durpaid into the County Treasury. Witness my hand and s	ing the m	correct nonth al	statement bove ment	of the earnin ioned, and tha day of	igs of my offic at the same ha	as been	by me
		/s/ C	ynthia L. L	ane		70	COUNTY CLERK
			Con	na Wa	rdell		DEPUTY
Examined and approved by the Bos Commissioners, this		ounty		į.	SEA	WYOMING	
		Chai	rman		OL CLER	CONT	
		Com	missioner		WAIER	555	
		Com	missioner				

Monthly Statement

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

JUNE 2025

Reported to the Board of County Commissioners of said County.

CIVIL FEES\$ Code: DC	9,669.17
BOND FORFIETED\$ Code: FO	.00
CRIMINAL FINES/COSTS\$ Code: CF	1,066.98
TOTAL EARNINGS\$	10,736.15
TOTAL REMITTED\$	10,736.15

Clerk of District Court Check # 25206

STATE OF WYOMING COUNTY OF SWEETWATER

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

Witness, my hand and seal this 1st day of July, 2025

By:

Donna Lee Bobak, Clerk of District.

MONTHLY STATEMENT

Statement of the Earnings or Col	lections of John IVI Grossnickle	JR.		
as Sheriff	within and for the County of	Sweetwater	·	
	ending June 30th			he
Board of County Commissioners				
COUNTY CLERK,	Recording Fees,	· · · · · · · · · · · · · · · · · · ·		
,	Marriage Licenses,			
	Chattel Mortages, Motor Certificates of Title,			
	Sale of County Property,			
	Miscellaneous Receipts, Total Receipts,			
CLERK, DISTRICT COURT,	Civil Fees,			
	Probate Fees, Criminal fines and Costs,			
	Miscellaneous Fees,			
	Total Earnings,			
SHERIFF,			7180	<u> 23</u>
ASSESSOR,				
STATE OF WYOMING))ss.			
County of Suleetwater)		•	
I hereby certify that the abo noneys collected by me as such of by me paid into the County Treasu	ve is a true and correct statement of ficer during the month above menti- ry.	f the earnings of m oned, and that the	y office, or same has b	r of een
VITNESS my hand and seal this	30th day of Jung	Trossned	,20 <u>2</u> 5	<u></u> -
		ross nickle JR		



Meeting Date Requested: July 15, 2025	Contact Phone and E-mail: 307-872-3705 staceym@sweetwatercountywy.gov
Presenters Name, Title and Name of Organization: Marianne Stacey Chief Appraiser Assessor's Office	Exact Wording for Agenda: Approval of Abates/Rebates
Preference of Placement on Agenda & Amount of Time Requested for Presentation: No preference	Will there be handouts? (If yes, include with meeting request form) No
Will handouts require SIGNATURES? No SHOULD THE ITEM BE MARKED CONFIDENTIAL? No	If you are submitting a Resolution or Proclamation, please forward in Word format to: shoemakers@sweetwatercountywy.gov
Additional Information:	
Attachments: July 15th, 2025 Abates Rebates.pdf	

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

- In order to determine placement on the agenda, please review the county website 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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The meetings are held in the commission meeting room:

80 West Flaming Gorge Way Meeting Room #115 Green River, Wyoming July 15th, 2025 Abates Rebates.pdf

	Authorization for Abate/Rebate of Ad Valorem Taxes							
	JULY 15TH, 2025 MEETING							
NOVC	TAXPAYER	ACCOUNT	TAX DIST	VALUATION	TAX YEAR	ADJUSTMENTS	REASON	A/R NUMBER
2025-0299	BREITBURN OPERATING LP	149579	200	-11225	2022	-736.33	DOR	7525
	GODFATHERS PIZZA EXPRESS	156432	105	-874	2023	-65.91	OUT OF BUSINESS	7625
	GODFATHERS PIZZA EXPRESS	156432	105	-812	2024	-62.48	OUT OF BUSINESS	7725
2025-0322	WEXPRO COMPANY	154960	200	-434313	2023	-28429.69	DOR	7825
2025-0322	WEXPRO COMPANY	154960	200	-335173	2024	-22133.82	DOR	7925
2025-0324	HILCORP ENERGY COMPANY	154368	200	-809632	2023	-52997.70	DOR	71025
2025-0324	HILCORP ENERGY COMPANY	154368	200	-502787	2024	-33202.55	DOR	71125
2025-0326	HILCORP ENERGY COMPANY	154367	102	-9021	2023	-703.33	DOR	71225
			TOTAL	-2103837		-138331.81		

THE BOARD OF COUNTY COMMISSIONERS
OF SWEETWATER COUNTY, WYOMING

Keaton D. West, Chariman

	Taylor C Jones, Memeber
	Island Richards, Member
ATTEST:	Robert D. Slaughter, Member
Cynthia L. Lane, County Clerk	 Mary E. Thoman, Member ********



Meeting Date Requested: July 15, 2025	Contact Phone and E-mail: (307) 872-3888 marchalk@sweetwatercountywy.gov
Presenters Name, Title and Name of Organization: Krisena Marchal, Grants Manager	Exact Wording for Agenda: Ratify the MRG Grant Certification Statement for the HVAC Library Capital Project
Preference of Placement on Agenda & Amount of Time Requested for Presentation: Consent Agenda	Will there be handouts? (If yes, include with meeting request form) No
Will handouts require SIGNATURES? No SHOULD THE ITEM BE MARKED CONFIDENTIAL? No	If you are submitting a Resolution or Proclamation, please forward in Word format to: shoemakers@sweetwatercountywy.gov

Additional Information:

The certification statement for the HVAC Project is required as soon as possible in accordance with the provisions of the grant agreement.

The project is currently in the design phase so the provisions in the certification statement are not applicable.

A second certification statement will be required after a bid has been awarded to a construction firm.

Attachments:

1 Certification Statement 7-1-25.pdf

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

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80 West Flaming Gorge Way Meeting Room #115 Green River, Wyoming 1 Certification Statement 7-1-25.pdf

Certification Statement W.S. §§ 16-6-101, et seq., 16-6-201, et seq., & 16-6-1001

W.S. § 16-6-101, et seq. PUBLIC WORKS AND CONTRACTS

Contracts for construction, major maintenance, or renovation of any public structure or for any public work or improvements, if advertisement for bids is not required, shall be let to a resident of the state of Wyoming. If advertisement for bids is required, the contract shall be let to the responsible certified resident making the lowest bid, if the certified resident's bid is not more than five percent (5%) higher than that of the lowest responsible nonresident bidder. "Resident" means as defined in W.S. § 16-1-101(a)(i). A successful resident bidder shall not subcontract more than thirty percent (30%) of the work covered by his contract to nonresident contractors. A resident bidder shall submit a copy of his certificate of residency with his bid.

W.S. § 16-6-201, et seq. PREFERENCE FOR STATE LABORERS

Wyoming labor shall be used on public works projects. Every contract let by any person shall contain a provision requiring that Wyoming labor be used except other laborers may be used when Wyoming laborers are not available for employment from within the state or are not qualified to perform the work involved. The contract shall also contain a provision requiring specific acknowledgement of the requirements of W.S. § 16-6-203.

W.S. § 16-6-1001 CAPITAL CONSTRUCTION PROJECTS

Applicants must comply with all applicable provisions of W.S. § 16-6-1001. Certain provisions may be waived pursuant to that section.

Successful applicants for funds from the Office of State Lands and Investments for public works or capital construction projects must provide the signed statement below to the Office prior to reimbursement of expenditures.

I certify to the best of my knowledge and belief that the applicant has complied with W.S. §§ 16-6-101, et seq., 16-6-201, et seq., and 16-6-1001 unless otherwise noted below.

1. W.S. § 16-6-1001 Complied with W.S. § 16-6-1001(a) Waiver approved; attach copy of written waiv	ver provided to Governor
2. W.S. § 16-6-101, et seq. ☐ Complied with W.S. § 16-6-101, et seq.	
3. W.S. § 16-6-201, et seq. ☐ Complied with W.S. § 16-6-201, et seq.	
Date: 7/1/2005	Signature

Chairman, Board of County Commissioners

Title



Meeting Date Requested: July 15, 2025	Contact Phone and E-mail: 307-972-3897
Presenters Name, Title and Name of Organization: Robb Slaughter	Exact Wording for Agenda: 10:00- Commissioner Slaughter
Preference of Placement on Agenda & Amount of Time Requested for Presentation: 5 min	Will there be handouts? (If yes, include with meeting request form) No
Will handouts require SIGNATURES? No SHOULD THE ITEM BE MARKED CONFIDENTIAL? No	If you are submitting a Resolution or Proclamation, please forward in Word format to: shoemakers@sweetwatercountywy.gov
Additional Information:	
Attachments:	

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for the next meeting date.

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The meetings are held in the commission meeting room:

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



Meeting Date Requested: July 15, 2025	Contact Phone and E-mail: 307-872-3897
Presenters Name, Title and Name of Organization: Mary Thoman	Exact Wording for Agenda: 10:05- Commissioner Thoman
Preference of Placement on Agenda & Amount of Time Requested for Presentation: 5 min	Will there be handouts? (If yes, include with meeting request form) No
Will handouts require SIGNATURES? No SHOULD THE ITEM BE MARKED CONFIDENTIAL? No	If you are submitting a Resolution or Proclamation, please forward in Word format to: shoemakers@sweetwatercountywy.gov
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80 West Flaming Gorge Way Meeting Room #115 Green River, Wyoming



WYOMING

MEETING REQUEST FORM

Meeting Date Requested: July 15, 2025	Contact Phone and E-mail: 307-872-3897
Presenters Name, Title and Name of Organization: Island Richards	Exact Wording for Agenda: Commissioner Richards- will be absent
Preference of Placement on Agenda & Amount of Time Requested for Presentation: 5 min	Will there be handouts? (If yes, include with meeting request form) No
Will handouts require SIGNATURES? No SHOULD THE ITEM BE MARKED CONFIDENTIAL? No	If you are submitting a Resolution or Proclamation, please forward in Word format to: shoemakers@sweetwatercountywy.gov
Additional Information:	
Attachments:	

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The meetings are held in the commission meeting room:

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



Meeting Date Requested: July 15, 2025	Contact Phone and E-mail: 307-872-3897	
Presenters Name, Title and Name of Organization: Taylor Jones	Exact Wording for Agenda: 10:10- Commissioner Jones	
Preference of Placement on Agenda & Amount of Time Requested for Presentation: 5 min	Will there be handouts? (If yes, include with meeting request form) No	
Will handouts require SIGNATURES? No SHOULD THE ITEM BE MARKED CONFIDENTIAL? No	If you are submitting a Resolution or Proclamation, please forward in Word format to: shoemakers@sweetwatercountywy.gov	
Additional Information:		
Attachments:		

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for the next meeting date.

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The meetings are held in the commission meeting room:

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



Meeting Date Requested: July 15, 2025	Contact Phone and E-mail: 307-872-3897	
Presenters Name, Title and Name of Organization: Keaton West	Exact Wording for Agenda: 10:15- Chairman West	
Preference of Placement on Agenda & Amount of Time Requested for Presentation: 5 min	Will there be handouts? (If yes, include with meeting request form) No	
Will handouts require SIGNATURES? No SHOULD THE ITEM BE MARKED CONFIDENTIAL? No	If you are submitting a Resolution or Proclamation, please forward in Word format to: shoemakers@sweetwatercountywy.gov	
Additional Information:		
Attachments:		

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

for the next meeting date.

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



WYOMING

MEETING REQUEST FORM

Meeting Date Requested: July 15, 2025	Contact Phone and E-mail: 307-972-3897	
Presenters Name, Title and Name of Organization: BOCC	Exact Wording for Agenda: 10:20- Break	
Preference of Placement on Agenda & Amount of Time Requested for Presentation: 10 min	Will there be handouts? (If yes, include with meeting request form) No	
Will handouts require SIGNATURES? No SHOULD THE ITEM BE MARKED CONFIDENTIAL? No	If you are submitting a Resolution or Proclamation, please forward in Word format to: shoemakers@sweetwatercountywy.gov	
Additional Information:		
Attachments:		

- 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
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for the next meeting date.

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The meetings are held in the commission meeting room:

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



Meeting Date Requested: July 15, 2025	Contact Phone and E-mail: (307) 872-3888 marchalk@sweetwatercountywy.gov	
Presenters Name, Title and Name of Organization: Krisena Marchal, Grants Manager; Cindy Lane, County Clerk	Exact Wording for Agenda: 10:30- Approval of the Grant Agreement from the Sweetwater County Joint Travel & Tourism Board	
Preference of Placement on Agenda & Amount of Time Requested for Presentation: Morning, 5 minutes	Will there be handouts? (If yes, include with meeting request form) Yes	
Will handouts require SIGNATURES? No SHOULD THE ITEM BE MARKED CONFIDENTIAL? No	If you are submitting a Resolution or Proclamation, please forward in Word format to: shoemakers@sweetwatercountywy.gov	
Additional Information: N/A		
Attachments: BOCC 7-15-2025 Travel and Tourism Grant.pdf		

- 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
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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 BOCC 7-15-2025 Travel and Tourism Grant.pdf



To: Sweetwater County Board of County Commissioners

From: Krisena Marchal, Grants Manager

Date: July 15, 2025

Subject: Approval of the Grant Agreement from the Sweetwater County Joint Travel & Tourism Board

Executive Summary:

Sweetwater County was awarded \$8,000 from the Sweetwater County Joint Travel & Tourism Board. The grant requires no cash match and must be expended by September 25, 2025.

The purpose of Travel & Tourism grants is to support projects that meet its mission:

To enhance the economy of Sweetwater County and its municipalities by encouraging the promotion of activities and other recreational opportunities which will attract and retain visitors to Sweetwater County and its municipalities.

The Sweetwater County Clerk's Office will use the funding to support hosting the 2025 Wyoming Association of County Officers (WACO) Conference in September. Last year the County received the same grant funding for the 2024 WACO Conference.

The conference is the association's main event, and brings together all the state's county officials, their respective associations, and statewide elected officials. Last year 254 out-of-county participants came to Sweetwater County for the event. It is estimated that 1,050 "room nights" will be generated locally for the event this year.

While the WACO Board will oversee the event, Sweetwater County is responsible for assisting multiple activities, and will utilize the grant award for the Registration Table and Welcome Reception:

TRAVEL & TOURISM GRANT BUDGET FOR THE WACO CONFERENCE			
Expenses	Grant Award		
 Registration Table (Refreshments, bags/totes, coffee mugs, etc.) Welcome Reception (Food, non-alcoholic beverages, entertainment) 	\$8,000		
TOTAL	\$8,000		

Staff Notes:

A budget amendment is not required because this Project was included in the County's FY 2026 Grant Projects budget.

The Agreement required the County Clerk to sign. There is no documentation for the county commission to sign.

Attachment:

1. Travel & Tourism Grant Agreement

Recommendation:

Move to accept and approve the Grant Agreement from the Sweetwater County Joint Travel & Tourism Board for the 2025 WACO Conference.



June 11, 2025

Dear Sweetwater County - Cindy Lane,

Congratulations on your grant award of \$8,000 from the Sweetwater County Joint Travel & Tourism Board for the WACO Conference. The board is pleased to see you get involved in promoting Sweetwater County as a destination for your event.

Your grant funding has been determined by the board to assist your organization in these areas only!

See the attached Itemized List of Expenditures for a detailed list of your qualifying items. Note: payment reimbursement is based on the approved items from the attached list.

Your organization must provide the backup per the agreement presented to you today in these contracts and letters. Please read them carefully, you have 120 days from the last date of your event to apply for your grant funds.

We have determined that the last day of your event is September 25, 2025. Your last day to submit your Grant payment is January 25, 2026.

Please read, sign, and return this document and one copy of your notarized contract within 10 business days. The Request for Payment form and the materials required are not due until the time of the Grant Payment Request. Please remember to include canceled checks or certified copies of checks along with receipts and invoices for items that you have been approved to be reimbursed for.

If you have any questions, please feel free to the Sweetwater County Joint Travel & Tourism Board at 307.382.2538.

Sincerely,

Jenissa Meredith **Executive Director**

Sweetwater County Joint Travel & Tourism Board

Grantee: Sweetwater County

Cindy Lane

80 W Flaming Gorge Way Green River, WY 82935

Program Director



GRANT #26-06-02
GRANTEE'S TAX ID NUMBER (If applicable): 83-6000/26

AGREEMENT FOR DISBURSEMENT, RECEIPT AND USE OF GRANT FUNDS

THIS AGREEMENT made this day the 11th day of June, 2025, by and between the Sweetwater County Joint Travel and Tourism Board, hereinafter referred to as the Grantor, and Sweetwater County, hereinafter referred to as the Grantee, for the purpose of governing the disbursement by the Grantor of certain Grant Funds as well as the receipt and use of said grant amounts by the Grantee,

WITNESSETH:

WHEREAS, Grantee has previously submitted an application to the Grantor for the purpose of promoting tourism to Sweetwater County by hosting the WACO Annual Conference and,

WHEREAS, the Grantor did approve said proposal for Grant Funds in the amount of \$8,000; and,

WHEREAS, the Grantor and the Grantee are mutually desirous of funding Grantee's project in the amount previously approved by the Grantor;

NOW, THEREFORE, Grantor and Grantee mutually and expressly agree as follows:

1. CONTRACT AND GOVERNING DOCUMENTS

The Contract Documents pertaining to the disbursement, receipt and use of Grant Funds shall include this Agreement, Grantee's Application for Grant Funds as approved by the Grantor, the Grant Application Guidelines as promulgated by the Grantor, the Grantor's policies and procedures as promulgated by the Grantor, as well as any amendments to such guidelines, policies and procedures as may be in force at the time of the award of any such grant. All of the aforementioned documents and materials are considered material parts of the Contract Documents and, by this reference, are incorporated herein and made a part hereof as though the same were fully set forth.

2. GOVERNING LAW

This Agreement is subject to the Wyoming Joint Powers Act, §16-1-102, et seq, Wyoming Statutes Annotated (LexisNexis 2004); §39-15-204 Wyoming Statutes Annotated (LexisNexis 2004); §39-15-211(a)(ii), Wyoming Statutes Annotated (LexisNexis 2004); Uniform Municipal

Fiscal Procedures Act, §§ 16-4-101 through 16-4-123, Wyoming Statutes Annotated (LexisNexis 2004); and, any and all other applicable Statutes of the State of Wyoming; and, the Sweetwater County Joint Powers Agreement; and, the Joint Travel and Tourism Board and the Sweetwater County Joint Travel and Tourism Board By-Laws; and, the Sweetwater County Joint Travel and Tourism Board Policies and Procedures. Grantee is charged with full knowledge and understanding of the governing law as well as all terms and provisions of the Contract Documents and agrees to act and conduct its activities in full compliance therewith.

3. FUNDING

- (A) Grantor agrees to fund Grantee's promotional project up to and including the amount of \$8,000, but under no circumstances shall the amount of funding exceed said amount. The parties mutually and expressly agree that any cost overruns shall be the sole and exclusive responsibility of the Grantee, and the Grantee shall indemnify and hold harmless the Grantor from any liability of whatsoever kind or character relating to the same.
- (B) Funding shall be in the form of reimbursement only. The parties mutually and expressly agree that no funds shall be disbursed by the Grantor until after Grantee's project shall have completed and, further, that no funds shall be disbursed until such time as the Grantee has submitted to the Board, a voucher with all necessary attachments and requisite details on or in such form as may be required by Grantor. Grantee agrees that any funds paid by the Grantor will be applied directly to the credit card account the items were charged on. Any request for payment or claim against Grant Funds allocated to the Grantee by the Grantor must be submitted within one hundred and twenty (120) days of completion of Grantee's project or the same shall be deemed to be waived and barred. All responsibility and liability for the completion or non-completion of any documentation required by the Contract Documents shall rest solely with the Grantee.
- (C) The parties hereto further mutually and expressly agree that the Grantee shall not request payment for, nor will the Grantor approve, any non-itemized expenditure or an expenditure which is inconsistent with, or which deviated from, Grantee's original Application for Grant Funds or the Award of Grant and under no circumstances shall any disbursement be made in excess of the itemized amount approved in conjunction with the Award of Grant.
- (D) To the extent that Grantee's project includes the production of promotional materials which is funded in whole or in part by Grant Funds, said promotional materials shall include a credit worded substantially as follows:

"PRODUCED IN COOPERATION WITH EXPLORE ROCK SPRINGS & GREEN RIVER, WY"

(E) The parties expressly understand, agree, and acknowledge that no obligation of Grantor's Board shall continue beyond its existence or become the obligation of any of the parties to the Sweetwater County Travel & Tourism Board Joint Powers Agreement. The parties further expressly understand, agree, and acknowledge that in the event of an unforeseen economic emergency, or other exigent or cogent reason, the Grantor shall have the sole authority to cancel, rescind, and hold null and void this Agreement for Disbursement, Receipt and Use of Grant Funds by providing to Grantee written notice of its intent to do so at any time, without incurring any liability whatsoever therefore to Grantee or any other person or entity claiming any benefit here from.

4. EVALUATIONS, REVIEW AND TERMINATION OF FUNDING

Grantor reserves the right to periodically review, inspect and evaluate the progress of Grantee's project or any components thereof to determine compliance or noncompliance with the stipulations of the Grant Award or conditions imposed by the Contract Documents. In the event it is determined that the Grantee is in noncompliance or is deviating from the Grant as approved; Grantor reserves the right, in its sole discretion, to terminate and cancel all or a portion of its funding commitment without incurring any liability to the Grantee. In addition, the Board reserves the right, in its sole discretion, to amend any Grant or Award at any time prior to Grantee's actual expenditure of funds in reliance thereon. It is mutually and expressly agreed that Grantee shall expend no funds in reliance upon any Grant Award nor shall request for payment or claims for reimbursement be made for any expense incurred prior to the execution of the Agreement.

5. INDEMNIFICATION

- (A) Notwithstanding and without limiting the generalities of the obligations and covenants contained in this Agreement and the Contract Documents, the parties mutually and expressly agree that the Grantor's involvement in any of Grantee's projects is that of a funding agency only and that the responsibility for the conduct or supervision of Grantee's project or activities, rests solely with the Grantee. Grantee agrees to indemnify and hold harmless the Grantor from and against any claims and/or damages of whatsoever kind and character including, but not limited to, costs, attorney's fees and expenses, with or without court action, and irrespective of whether the same be to property or person, including injury or death, which costs, claims or damages may result from the conduct by Grantee or of Grantee's project or activity.
- (B) Except as specifically directed or authorized herein, the Grantee is not permitted to, and Grantee shall not, use the name of the Grantor for the purposes of inducing any third party to enter into any contract or to incur any liability or exposure to the Grantee. Furthermore, the Grantee shall conduct all its affairs to avoid creating an impression or appearance that Grantor's involvement with any project or activity of Grantee is any more than that specified in the Contract Documents.

6. COMPLIANCE WITH GOVERNING LAW

In addition with the provisions of governing set forth in Paragraph 2 hereinabove, the Grantee shall also comply with all any and all applicable Federal, State, Local Laws, Ordinances, or Codes.

7. BOOKS AND RECORDS

Grantee shall maintain books and accounts of its project and activities and related costs and expenses in accordance with generally accepted accounting principals and practices; which books and records shall be available to the Grantor during Grantee's normal business hours for the duration of Grantee's project or activity. Grantee shall timely furnish to Grantor any and all information, documents, receipts, invoices, and the like which Grantor, its accountants, auditors, or legal counsel, may request.

8. NOTICE

All notices required, or other official correspondence relating to Grantee's project or activity, shall be made by U.S. Postal Service first class mail to the following:

For the Grantor:

Jenissa Meredith SWEETWATER COUNTY JOINT TRAVEL AND TOURISM BOARD 1641 Elk Street Rock Springs, WY 82901

For the Grantee:

Sweetwater County Cindy Lane 80 W Flaming Gorge Way, Suite 150 Green River, WY 82935

The undersigned represent and warrant that they have full authority and are empowered to execute this Agreement on behalf of the Grantor and Grantee.

SWEETWATER COUNTY JOINT TRAVEL AND TOURISM BOARD, GRANTOR

By: Board Member

Board Member

PLEASE COMPLETE THE FOLLOWING:
Sweetwater County, GRANTEE
By: Cynlln & Lane (Title: Sweetwater County) Eleck
Attest: Sally Shoemaker (Title: Office Manager
THE STATE OF Wyoning) ss: COUNTY OF Sweetwater)
The foregoing instrument was acknowledged before me by Cynnia L. Lane and, the Sweetwater County Clerk and respectively of Sweetwater County, Wyorning, this 33d day of June, 2025
Witness my hand and official seal.
Notary Public
My Commission expires: 7-1-27
SALLY SHOEMAKER NOTARY PUBLIC STATE OF WYOMIN 3 COMMISSION ID: 165646 MY COMMISSION EXPIRES: 7/1/2027



MEETING REQUEST FORM

Meeting Date Requested: July 15, 2025	Contact Phone and E-mail: (307) 872-3888 marchalk@sweetwatercountywy.gov			
Presenters Name, Title and Name of Organization: Krisena Marchal, Grants Manager	Exact Wording for Agenda: 10:35- Approval of the FY 2026 Services to Victims of Crime Grant Contract			
Preference of Placement on Agenda & Amount of Time Requested for Presentation: Morning, 5 minutes	Will there be handouts? (If yes, include with meeting request form) Yes			
Will handouts require SIGNATURES? Yes SHOULD THE ITEM BE MARKED CONFIDENTIAL? No	If you are submitting a Resolution or Proclamation, please forward in Word format to: shoemakers@sweetwatercountywy.gov			
Additional Information: None				
Attachments: BOCC 7-15-25 VICTIM WITNESS GRANT no data.pdf				

INSTRUCTIONS:

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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 BOCC 7-15-25 VICTIM WITNESS GRANT no data.pdf



To: Sweetwater County Board of County Commissioners

From: Krisena Marchal, Grants Manager

Date: July 15, 2025

Subject: Approval of the FY 2026 Services to Victims of Crime Grant Contract

Executive Summary:

Sweetwater County was awarded \$99,033 in federal and state funding from the Wyoming Division of Victim Services under the Office of the Attorney General.

The purpose of the funding is to provide services to victims of crime in the community:

Provide support and community referrals

- Accompany witnesses and victims to court
- Assist victims with filing for compensation
- > Act as a liaison with the criminal justice system
- Provide information about cases and court procedures

The grant will be used to pay for two part-time victim witness coordinator positions who work with one other victim witness coordinator in the County Attorney's Office. Together, these employees enforce Wyoming's Bill of Rights in Sweetwater County.

FY 2026 VICTIMS OF CRIME PROJECT BUDGET					
EXPENSES	FUNDING		TOTAL		
	Grant Award	County Overage	BUDGET		
FY 2026 Payroll					
2 Victim Witness Coordinators	99,093	31,807	\$130,900		
• Grade 16 @ ~35 hrs/week					
• Grade 15 @ ~26 hrs/week					
Software	0	1,500	\$1,150		
VS Tracking required for victim reporting		2,300	V 1,150		
TOTAL	\$99,093 (75%)	\$33,307 (25%)	\$132,400		

Staff Notes:

The County's overage amount was included in the FY 2026 Grant Projects Budget which included a 3% COLA and 5% increase to health insurance. The payroll information was provided by Human Resources. Any cost savings will go back to the County. Operational costs are part of the Attorney Office's Budget.

Attachments:

- 1. FY 2026 Contract (already signed by County Attorney Daniel Erramouspe)
- 2. FY 2026 Contract Attachment A (Subgrantee Audit Requirements per 2 CFR 200 Subpart F already signed by County Attorney Daniel Erramouspe)
- 3. FY 2026 Contract Attachment B (Certified Assurances & Special Conditions)
- 4. Disclosure of Lobbying Activities

Recommendation:

Move to accept and approve the Fiscal Year 2026 Services to Victims of Crime Grant Contract, and authorize the Chairman to sign all related documents.

FISCAL YEAR 2026 CONTRACT FOR SERVICES TO VICTIMS OF CRIME BETWEEN THE STATE OF WYOMING, OFFICE OF THE ATTORNEY GENERAL, DIVISION OF VICTIM SERVICES

AND SWEETWATER COUNTY ATTORNEY'S OFFICE

- Parties. The parties to this Contract are the State of Wyoming, Office of the Attorney General, Division of Victim Services (Division), whose address is 320 West 25th Street, 2nd Floor, Cheyenne, WY 82002, and Sweetwater County Attorney's Office (Contractor), whose address is 80 W. Flaming Gorge Way, Ste. 21 Green River, WY 82935. The Contractor's SAM Unique Entity ID is WV9GN21T4C53, the EIN is 836000126, and Vendor Code is VC*86876.
- **Purpose of Contract**. The purpose of this Contract is to set forth the terms and conditions by which the Contractor shall provide services to victims of all crime as defined by and in accordance with applicable federal law, state law, the applicable Rules and Regulations of the Division of Victim Services, incorporated herein, and the approved strategic plan, grant proposals, and budgets on file at the Division. This Contract does not include funding for Research and Development (R&D) projects.
- 3. <u>Term of Contract</u>. This Contract is effective when all parties have executed it (Effective Date). The Performance Period of this Contract is from July 1, 2025 through June 30, 2026. All services shall be completed during this term.

4. Reimbursement.

- A. Reimbursement. The Division agrees to reimburse Contractor for services described in this Contract. The total reimbursement under this Contract shall not exceed ninety-nine thousand ninety-three dollars and no cents (\$99,093.00). No reimbursement shall be made prior to the Effective Date of this Contract. The amount payable under this Contract is allocated as follows:
 - (i) The following federal funds must support the project as outlined in the SFY2025/2026 approved grant proposal:
 - (a) VOCA: Twenty-one thousand dollars and no cents (\$21,000.00). Funds will be paid from the 15POVC-24-GG-00744-ASSI VOCA-Assistance grant, Department of Justice, Office for Victims of Crime, ALN # 16.575 (federal award date: 09/05/2024).
 - (ii) The following FY2026 state funds must support the project as outlined in the SFY2025/2026 approved grant proposal:

- (a) State Victim Witness funds: Fifty-four thousand twenty-four dollars and no cents (\$54,024.00).
- (b) State Surcharge funds: Twenty-four thousand sixty-nine dollars and no cents (\$24,069.00).

B. Suspension of Reimbursement.

- (i) If the Contractor is not in compliance with the Division's Rules and Regulations (see Sections 5(B) and 6(B) below) the Division may withhold reimbursement for the month following the noncompliance and suspend future reimbursements until the Contractor is in compliance.
- C. Reporting. By July 31st of each year that this Contract is in effect, Contractor shall provide the Division with summary information on all expenses and anticipated expenses incurred between July 1st of the prior year through June 30th of the current year. Failure to provide the Division with this expense information by July 31st may result in the Division failing to reimburse Contractor for any expenses that were incurred prior to June 30th, but not reported.

5. Responsibilities of Contractor.

- **A. Performance Accountability.** The Contractor's governing body shall be accountable for the performance of this Contract.
- B. Compliance with Rules. The Contractor shall comply with all applicable Rules and Regulations of the Division of Victim Services. In the event the Contractor's monthly statistics, fiscal, progress, or project summary reports are thirty (30) days late, the Division may withhold further reimbursements until all reports are made current. The Contractor agrees to adhere to all federal grant requirements and the assurances set forth in Attachment B, Certified Assurances & Special Conditions, which is attached to and incorporated into this Contract and is being signed simultaneously with this Contract.
- C. Management Information System. The Contractor shall submit to the Division, by electronic submission, accurate information on each client in the manner required by Division.
- **D. Financial Records and Reports.** The Contractor shall maintain accounting records and documents in accordance with generally accepted accounting procedures and provide financial reports as may be requested by the Division.
- E. Monitoring and Evaluation. The Contractor agrees to monitoring and evaluation of programs, services, and Contract compliance, to be conducted by staff of the

- Division in accordance with the applicable <u>Rules and Regulations of the Division</u> of Victim Services.
- F. Corrective Action. The Contractor shall take corrective action in a timely manner to remedy any deficiencies affecting compliance with this Contract and/or to remedy any deficiencies affecting substantial compliance with the applicable Rules and Regulations of the Division of Victim Services.
- **G. Minutes.** Contractor shall keep copies of minutes of board of directors' meetings on file at its office and make them available for review upon request of the Division.
- **H.** Required Meetings. The Contractor shall ensure representation at grantee meetings, and at management and program trainings convened by or on behalf of the Division.

6. Responsibilities of the Division.

- **A. Consultation**. The Division shall consult with and advise the Contractor, as necessary, to enable the Contractor to complete its duties under this Contract.
- B. Withholding Payments. The Division shall reimburse the Contractor, upon receipt of monthly invoices, unless the Contractor has failed to meet the requirements of this Contract, at which time the Division shall notify the applicable president or chairman of the board or administering agency designee of such noncompliance. Failure to take prompt corrective action may result in the Division withholding reimbursements until appropriate corrective action has been taken. If such action is not taken, the Contract may be terminated in accordance with the applicable Rules and Regulations of the Division of Victim Services or the Termination provision of this Contract.
- C. Monitoring and Evaluation. The Division shall monitor and evaluate the Contractor's compliance with the conditions and provisions set forth in this Contract.

7. Special Provisions.

- A. Source of Funds. Funds for this Contract are a combination of federal funds made available by the U.S. Congress and state general funds made available by the Wyoming Legislature. There is no obligation on the part of the State of Wyoming to continue these services with state general funds or with federal funds.
- **B.** Interest on Funds. The Contractor may not draw interest payments on funds made available through this Contract.

- C. Prohibited Uses of Funds. Funds made available to the Contractor through this Contract shall be used for purposes specified in the Contract and not for any other purpose. Prohibited uses of funds include, but are not limited to:
 - (i) Capital construction projects or the purchase of buildings or other long-term capital investments unless otherwise specifically provided herein; and
 - (ii) Payment of expenses for lobbying for state and federal funds, including travel, per diem, telephone, printing, or services of a lobbyist.
- **D. Full-time County Offices**. The Contractor agrees to maintain a full-time office in Sweetwater County in accordance with the Contractor's application for funding.
- **E. Prohibition of Subcontracting.** The Contractor shall not subcontract any services purchased under this Contract without prior written approval of the Division. If the Division approves a subcontract arrangement by the Contractor, the Contractor shall retain full program and fiscal responsibility for subcontracted services.
- F. No Finder's Fees. No finder's fee, employment agency fee, or other such fee related to the procurement of this Contract shall be paid by either party.
- G. Nondiscrimination. The Contractor shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, et seq.), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, et seq., and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Contract.
- H. Limitations on Lobbying Activities. By signing this Contract, Contractor certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by Contractor 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.
- I. Monitoring Activities. The Division shall have the right to monitor all activities related to this Contract that are performed by Contractor 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 Contract; and to observe personnel in every phase of performance of Contract related work.
- J. Publicity. Any publicity given to projects, programs or services provided herein, including, but not limited to, notices, information, pamphlets, press releases,

research, reports, signs, and similar public notices prepared by or for Contractor and related to the services and work to be performed under this Contract, shall identify the Office of the Attorney General, Division of Victim Services as the sponsoring agency and shall not be released without prior written approval of the Division.

- K. Suspension and Debarment. By signing this Contract, Contractor 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 non-financial assistance, nor are any of the participants involved in the execution of this Contract 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 list maintained by the federal government. Further, Contractor agrees to notify the Division by certified mail should it or of any of its agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Contract.
- L. Administration of Federal Funds. Contractor agrees its use of funds awarded herein is subject to the Uniform Administrative Requirements of 2 CFR Part 200, et seq.; any additional requirements set forth by the federal funding agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance a provided to it by the Division.
- M. Kickbacks. The Contractor certifies and warrants that no gratuities, kickbacks or contingency fees were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If the Contractor breaches or violates this warranty, the Division may, at its discretion, terminate this Contract without liability to the Division, or deduct from the Contract price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- N. Human Trafficking. As required by 22 U.S.C. 7104(g) and 2 C.F.R. Part 175, this Contract may be terminated without penalty if a private entity that receives funds under this Contract:
 - (i) Engages in severe forms of trafficking in persons during the period of time the award is in effect;
 - (ii) Procures a commercial sex act during the period of time the award is in effect; or
 - (iii) Uses forced labor in the performance of the award or subawards under the award.

- O. Environmental Policy Acts. Contractor agrees all activities under this Contract 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.
- P. Federal Audit Requirements. Contractor 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. Contractor 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. and shall submit verification of its compliance to the Division using Attachment A, Subgrantee Audit Requirements, which is attached to and incorporated into this Contract by this reference. If findings are made which cover any part of this Contract, Contractor shall provide one (1) copy of the audit report to the Division and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to Division's records.
- Q. Non-Supplanting Certification. Contractor 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. Contractor 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 Contract.
- **R. Program Income.** Contractor shall not deposit grant funds in an interest bearing account without prior approval of the Division. Any income attributable to the grant funds distributed under this Contract must be used to increase the scope of the program or returned to the Division.
- S. Indirect Cost. Certain Wyoming Office of the Attorney General, Division of Victim Services recipients have the option of electing to use the "de minimis" indirect cost rate. An applicant that is eligible to use the "de minimis" rate and that wishes to use the "de minimis" rate should attach written documentation to the application that advises the Division of both (1) the applicant's eligibility to use the "de minimis" rate, and (2) its election to do so. If an eligible applicant elects the "de minimis" rate, costs must be consistently charged as either indirect or direct costs, but may not be double charged or inconsistently charged as both. The "de minimis" rate may no longer be used once an approved federally negotiated indirect cost rate is in place. (No entity that ever has had a federally approved negotiated indirect cost rate is eligible to use the "de minimis" rate.) For the "de minimis" rate requirements (including on eligibility to elect to use the rate), see 2 C.F.R. 200.414(f).
- T. Assumption of Risk. The Contractor shall be responsible for any loss of state or federal funding, either administrative or program dollars, due to the Contractor's

- failure to comply with state or federal requirements. The Division shall notify the Contractor of any state or federal determination of noncompliance.
- U. Copyright License and Patent Rights. Contractor acknowledges that federal grantor, the State of Wyoming, and the Division 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 Contract; and (2) any rights of copyright to which Contractor purchases ownership using funds awarded under this Contract. Contractor must consult with the Division regarding any patent rights that arise from, or are purchased with, funds awarded under this Contract.
- V. Applicability of Appendix II to 2 CFR Part 200. This Contract 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 Contract, 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 Contract. If such a default remains uncured five (5) calendar days following the termination of a thirty (30) day prior written notice period, the Division may terminate this Contract. This remedy will be in addition to any other remedy available to the State of Wyoming and the Division under this Contract, at law, or in equity.

8. General Provisions.

- **A. Amendments.** Any changes, modifications, revisions or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed by all parties to this Contract.
- B. Applicable Law, Rules of Construction, and Venue. The construction, interpretation, and enforcement of this Contract 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 Contract as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- C. Assignment Prohibited and Contract 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 Contract without the prior written consent of the other party. The Contractor shall not use this Contract, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Division.

- D. Audit and Access to Records. The Division and its representatives shall have access to any books, documents, papers, electronic data, and records of the Contractor, which are pertinent to this Contract. The Division may request a standard audit of a Contractor's financial records to be completed at the Contractor's expense. The Contractor shall maintain such records for seven (7) years after termination of the Contract, or for one (1) year after the final resolution of any dispute arising from the Contract, whichever is later.
- E. Availability of Funds. Each payment obligation of the Division 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 Contract, the Contract may be terminated by the Division at the end of the period for which the funds are available. The Division shall notify the Contractor at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Division in the event this provision is exercised, and the Division 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 Contracts. The Division, under the applicable Rules and Regulations of the Division of Victim Services, may award supplemental or successor contracts for work related to this Contract or may award contracts to other contractors for work related to this Contract. The Contractor shall cooperate fully with other contractors and the Division in all such cases.
- G. Certificate of Good Standing. Contractor shall provide to the Division a Certificate of Good Standing from the Wyoming Secretary of State, or other proof that Contractor is authorized to conduct business in the State of Wyoming, if required, before performing work under this Contract. Contractor shall ensure that annual filings and corporate taxes due and owing to the Secretary of State's office are up-to-date before signing this Contract.
- H. Compliance with Laws. The Contractor shall keep informed of and comply with all applicable federal and state laws and federal and state rules and regulations in the performance of this Contract, specifically including: Wyo. Stat. § 1-40-118(b), Wyoming Nonprofit Corporations Act, Wyo. Stats. §§ 17-19-101 through 17-19-1807, the applicable Rules and Regulations of the Division of Victim Services, and all subsequent amendments which relate to this Contract and the services to be provided.
- I. Entirety of Contract. This Contract, consisting of twelve (12) pages; Attachment A, Subgrantee Audit Requirements, consisting of one (1) page; Attachment B,

Certified Assurances & Special Conditions, consisting of eleven (11) pages; the grant proposals, which are on file with the Division; and the Federal Contract Provisions, represent the entire and integrated Contract between the parties and supersede all prior negotiations, representations and agreements, whether written or oral. In the event of a conflict between the language of this Contract and the language of any attachments or documents incorporated by reference, the language of this Contract shall control.

- **J. Ethics.** Contractor 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 Contractor's profession.
- K. Force Majeure. Neither party shall be liable for failure to perform under this Contract 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.
- L. Indemnification. Each party to this Contract shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- Independent Contractor. The Contractor shall function as an independent M. contractor for the purposes of this Contract, and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Contract, the Contractor shall be free from control or direction over the details of the performance of services under this Contract. The Contractor shall assume sole responsibility for any debts or liabilities that may be incurred by the Contractor in fulfilling the terms of this Contract, and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Contractor or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Division, or to incur any obligation of any kind on behalf of the State of Wyoming or the Division. The Contractor 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 Contractor or the Contractor's agents or employees as a result of this Contract.
- N. Notices. All notices arising out of, or from, the provisions of this Contract shall be

- in writing, either by regular mail or delivery in person at the addresses provided under this Contract.
- O. Prior Approval. This Contract 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 Contract 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).
- P. Ownership and Return of Documents and Information. The Division is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Contractor in the performance of this Contract. Upon termination of services, for any reason, Contractor agrees to return all such original and derivative information and documents to the Division 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. Severability. Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of the Contract shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- R. Sovereign Immunity and Limitations. Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and the Division expressly reserve sovereign immunity by entering into this Contract and the Contractor 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 Contract 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.
- S. Termination of Contract. This Contract may be terminated, without cause, by either party upon thirty (30) days written notice of termination to the other party. This Contract may be terminated by the Division immediately for cause if the Contractor fails to perform in accordance with the terms of this Contract.
 - (i) The Contractor agrees to termination of the Contract in accordance with the applicable Rules and Regulations of the Division of Victim Services after the occurrence of any of the following events unless the deficiency is

corrected to the satisfaction of the Division:

- (ii) The Contractor is not using Contract funds for Contract purposes;
- (iii) The Contract program is not providing services to victims of crime consistent with Wyo. Stat. § 1-40-118(b);
- (iv) The program is not of an acceptable standard or quality under the applicable Rules and Regulations of the Division of Victim Services;
- (v) The Contractor commits an act or omission in violation of federal, state, or local laws or <u>Rules and Regulations of the Division of Victim Services</u> which would affect services to clients served under this Contract.
- 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 Contract shall not be construed so as to create such status. The rights, duties, and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract.
- U. Time is of the Essence. Time is of the essence in all provisions of this Contract.
- V. Titles Not Controlling. Titles of sections and subsections are for reference only and shall not be used to construe the language in this Contract.
- W. Waiver. The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- X. Counterparts. This Contract 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 Contract. Delivery by the Contractor of an originally signed counterpart of this Contract by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Division.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

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

DIVISION: State of Wyoming, Office of the Attorney General, Division of Victim Services				
Cara Boyle Chambers, Director	Date			
CONTRACTOR: Sweetwater County Attorney's Office				
Daniel Erramouspe, County Attorney Sweetwater County Attorney's Office	7/2/2025 Date			

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Tyler M. Renner, Senior Assistant Attorney General

Date

ATTACHMENT A Wyoming Office of the Attorney General Division of Victim Services

Subgrantee Audit Requirements per 2 CFR Part 200 Subpart F

2 CFR 200 Subpart F – Audit Requirements, requires the Wyoming Attorney General's Office Division of Victim Services to monitor our subgrantees of federal awards to determine whether they have met the audit requirements of the circular and whether they are in compliance with federal laws and regulations.

Accor	dingly, we request that you check one of the follo	wing and till in required information.				
1	_We have completed our 2 CFR 200 Subpart F audit requirements for the fiscal year ended					
	A copy of the audit report is enclosed.					
	(If audit findings were noted, enclose a copy of the responses, identify if the response was within 6 months of the findings, explain what management decisions were made to correct the findings.)					
2	completed by 12/31/25 . A copy of	e fiscal year ended <u>June 225</u> to be of our audit report will be forwarded to the ion of Victim Services within 30 days of receipt				
3	_We are not subject to 2 CFR 200 Subpart F audit	requirements because:				
We expended less than \$1,000,000 in federal awards annually. Total federal awards expended for the fiscal year ended was in the amount of \$ (Include total of <u>all</u> federal grants)						
	Other (please explain)					
Swe Subgr	rantee Name					
Da Print	miel E. Erramonspe Name	County Actorney Title				
Signa	ture	7/2/2025 Date				

Please provide all appropriate documentation regarding your organization's compliance with audit requirements, sign and date this letter and return it to your Regional Program Manager at the Wyoming Office of the Attorney General Division of Victim Services, 320 West 25th Street 2nd Floor, Cheyenne, WY 82002.

ATTACHMENT B

CERTIFIED ASSURANCES & SPECIAL CONDITIONS

DOJ Grants (VOCA, VAWA, SASP):

• Applicability of Part 200 Uniform Requirements and DOJ Grants Financial Guide
The Contractor agrees to comply with the applicable audit requirements of 2 CFR Part 200
or OMB Circular A-133, and further understands and agrees that funds may be withheld,
or other related requirements may be imposed, if outstanding audit issues (if any) are not
satisfactorily and promptly addressed as further described in the audit requirements and the
current addition of the DOJ Grants Financial Guide.

Compliance with DOJ Grants Financial Guide

The Contractor agrees to comply with the Department of Justice Grants Financial Guide as posted on the OJP website at https://ojp.gov/financialguide/DOJ/Index.htm, including any updated version that may be posted during the period of performance.

• Requirements related to System for Award Management and Unique Entity Identifiers

The Contractor must comply with the applicable requirements regarding the System for Award Management (SAM), currently accessible at http://www.sam.gov. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The Contractor also must comply with applicable restrictions on subawards ("subgrants") to first-tier sub-contractors (first-tier "subcontractors"), including restrictions on subawards to entities that do not acquire and provide (to the Division) the unique entity identifier assigned by SAM.

The details of the Contractor's obligations related to SAM and to unique entity identifiers are posted on the OJP website at http://ojp.gov/funding/Explore/SAM.htm (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

• Employment eligibility verification for hiring under the award

- 1. The Contractor must
 - a. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the

Contractor properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

- b. Notify all persons associated with the Contractor who are or will be involved in activities under this award of both
 - i. This award requirement for verification of employment eligibility, and
 - ii. The associated provisions in 8 U.S.C. 1324a(a)(1). that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.
- c. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).
- d. As part of the record keeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

- 3. Rules of construction
 - a. Staff involved in the hiring process For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all Contractor officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.
 - b. Employment eligibility confirmation with E-Verify
 For purposes of satisfying the requirements of this condition regarding
 verification of employment eligibility, the recipient (or any subrecipient) may
 choose to participate in, and use, E-Verify (www.e-verify.gov), provided an
 appropriate person authorized to act on behalf of the contractor uses E-Verify
 (and follows the proper E-Verify procedures, including in the event of a
 "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm
 employment eligibility for each hiring for a position in the United States that is
 or will be funded (in whole or in part) with award funds.
 - c. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

- d. Nothing in this condition shall be understood to authorize or require any contractor, any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.
- e. Nothing in this condition, including in paragraph 3b, shall be understood to relieve any contractor, or any person, or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1). Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (https://www.everify.gov/) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

• Requirement to report actual or imminent breach of personally identifiable information

The Contractor must have written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.1) within the scope of a DOJ grant funded program or activity, or 2) uses or operates a Federal information system (as defined in OMB Circular A-130). The Contractor's breach procedures must include a requirement to report actual or imminent breach of PII to a Division of Victim Services Program Manager no later than twelve (12) hours after an occurrence of an actual breach, or the detection of an imminent breach.

• Requirements pertaining to prohibited conduct related to trafficking in persons

The Contractor must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of the Contractor, or individuals defined (for purposes of this condition) as "employees" of the Contractor.

The details of the Contractor's obligations related to prohibited conduct related to trafficking in persons are posed on the OJP and OVW websites, and are incorporated by reference here.

OJP: https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking/htm (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award).

OVW: https://www.justice.gov/ovw/award-conditions (Award Condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OVW authority to terminate award).

• Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated – in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ

funding announcement (solicitation), or any associated federal statute – that a purpose of some or all of the activities to be carried out under the award by the Contractor is to benefit a set of individuals under eighteen (18) years of age.

The Contractor must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posed on the OJP and OVW websites (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

OJP: https://ojp.gov/funding/Explore/Interact-Minors.htm

OVW: https://www.justice.gov/ovw/award-conditions

Training Guiding Principles

The Contractor understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP and/or OVW Training Guiding Principles for Grantees and Subgrantees, available at:

OJP: https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm OVW: https://www.justice.gov/ovw/grantees#Resources

• Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The Contractor must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conference, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

• Compliance with applicable nondiscrimination provisions.

The Victims of Crime Act, as amended, 34 U.S.C. § 20110(e)), and the Department of Justice implementing regulation at 81 Fed. Reg. 44,515, 44,532 (July 8, 2016) (to be codified at 28 C.F.R. § 94.114), prohibits OVC grantees from discriminating against any person on the basis of race, color, national origin, sex, religion, and disability in the delivery of services and employment practices. The grantee and sub-grantee acknowledges that it will comply with this provision.

The Contractor will comply with any applicable nondiscrimination provisions, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); the Victims of Crime Act (42 U.S.C. §10604(e)); the Juvenile Justice and Delinquency

Prevention Act of 2002 (34 U.S.C. § 11182(b)); the Violence Against Women Act (34 U.S.C. § 12291(b)(13)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Indian Civil Rights Act (25 U.S.C. §§ 1301-1303); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131- 34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07). It will also comply with Ex. Order 13279, Equal Protection of the Laws for Faith Based and Community Organizations; Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships With Faith-Based and Other Neighborhood Organizations.

The Contractor also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination – 28 C.F.R. Part 38

The Contractor must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to subrecipient organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at https://www.ecfr.gov/cgi-bin/ECFR?page=browse), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

• Compliance with DOJ regulations pertaining to civil rights and nondiscrimination – 28 C.F.R. Part 42

The Contractor must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E that relate to an equal employment opportunity program.

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination – 28 C.F.R. Part 54

The Contractor must comply with all applicable requirements of 28 C.F.R Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

• Compliance with Title VI of the Civil Rights Act of 1964

The Contractor must take reasonable steps to ensure that individuals with limited English proficiency (LEP) have meaningful access to their programs and activities to comply with Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of national origin, including discrimination against individuals with LEP. Such steps may require providing language assistance services, such as interpretation or translation services.

• Restrictions on "lobbying" and policy development

Federal funds may not be used by the Contractor either directly or indirectly, to support or oppose enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government in order to avoid violation of 18 U.S.C. § 1913.

Another federal law generally prohibits federal funds awarded by DOJ from being used by the Contractor to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing or modifying any such award. See 31 U.S.C. § 1352. Certain exceptions to this law apply, including any exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of Federal funds by a Contractor would or might fall within the scope of this prohibition, the Contractor is to contact the Division for guidance, and may not proceed without express prior written approval of the Division.

• Compliance with general appropriations-law restrictions on the use of federal funds The Contractor, must comply with all applicable restrictions on the use of federal funds set out in federal appropriation statutes. Pertinent restrictions, for each fiscal year, are set out on the OJP and OVW websites (Award conditions: General appropriations-law restrictions on use of federal award funds), and are incorporated by reference here.

OJP: https://ojp.gov/funding/Explore/FY19AppropriationsRestrictions.htm

OVW: https://www.justice.gov/ovw/award-conditions

Should a question arise to whether a particular use of federal funds by a Contractor would or might fall within the scope of an appropriations-law restriction, the Contractor is to contact the Division or OJP for guidance, and may not proceed without the express prior written approval of the Division or OJP.

• Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

The Contractor must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, sub-contractor, contractor, subcontractor, or other person has, in connection with funds under this award—(1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by – (1) online submission accessible via the OIG webpage at https://oig.justice.gov/hotline/contact-grants.htm (select "Submit Report Online"); (2) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; (3) by facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at http://oig.justice.gov/hotline.

• Restrictions and certifications regarding non-disclosure agreements and related matters

No Contractor under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with the law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

- 1) In accepting this award, the Contractor
 - a. represents that it neither is nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

- b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of awards funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
- 2) If the Contractor does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both
 - a. it represents that
 - i) it has determined that no other entity that the Contractor's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - ii) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation, and
 - b. it certifies that, if it learns or is notified that any sub-contractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

• Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The Contractor must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The Contractor also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to applicability of the provisions of 41 U.S.C. 4172 to this award, the Contractor is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Red. Reg. 51225 (October 1, 2009), DOJ encourages Contractors and sub-Contractors ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

VOCA-A:

VOCA Requirements

The Contractor assures that it will comply with the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 34 U.S.C. 20103(a)(2) and (b)(1) and (2) (and the applicable program guidelines and regulations), as required. Specifically, the Division certifies that funds under this award will:

- a) be awarded only to eligible victim assistance organizations, 34 U.S.C. 20103(a)(2);
- b) not to be used to supplant State and local public funds that would otherwise be available for crime victim assistance, 34 U.S.C. 20103(a)(2), or for administering the state victim assistance program, 34 U.S.C. 20110(h); and
- c) be allocated in accordance with program guidelines or regulations implementing 34 U.S.C. 20103(a)(2)(A) and 34 U.S.C. 20103(a)(2)(B) to, at a minimum, assist victims in the following categories: sexual assault, child abuse, domestic violence, and underserved victims of violent crimes as identified by the Division.

• Requirement for data on performance and effectiveness under the award

The Contractor must collect and maintain data that measure the performance and effectiveness of activities under this award. The data must be provided to OJP in the manner (including within timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and GPRA Modernization Act, and other applicable laws.

- The Contractor agrees to submit a Subgrant Award Report (SAR) to OVC within ninety (90) days of awarding funds. States and territories are required to submit this information through the automated system.
- The Contractor agrees to submit quarterly performance reports on the performance metrics identified by OVC, and in the manner required by the Division and OVC. This information on the activities supported by the award funding will assist in assessing the effects that VOCA Victim Assistance funds have had on services to crime victims within the jurisdiction.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

Certification:

The undersigned affirms that the information contained in this document is true and accurate to the best of their knowledge.

Signature Chair/Board of Directors Agency Administrator/County Commissioner

Date

Phone

Keaton D. West, Chairman, Sweetwater County Board of County Commissioners

Typed or Legibly Printed Name

80 West Flaming Gorge Way, Suite 19, Green River, WY 82935

Address

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB 0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 (See reverse for public burden disclosure.)

3. Report Type: 1. Type of Federal Action: 2. Status of Federal Action: a. contract a. bid/offer/application a. initial filing b b. material change b. grant b. initial award For Material Change Only: c. cooperative agreement c. post-award quarter d. loan year e. loan guarantee date of last report f. loan insurance 4. Name and Address of Reporting Entity: 5. If Reporting Entity in No. 4 is a Subawardee, Enter Name Prime Subawardee and Address of Prime: Wyoming Office of the Attorney General Tier____, if known: 123 Capitol Building Cheyenne, WY 82002 Congressional District, if known: WYAL Congressional District, if known: WYAL 7. Federal Program Name/Description: 6. Federal Department/Agency: Multiple - VOCA, VAWA STOP, SASP, FVPSA Multiple - DOJ, OVC, OVW, Health & Human Services CFDA Number, if applicable: 9. Award Amount, if known: 8. Federal Action Number, if known: \$ b. Individuals Performing Services (including address if 10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI): different from No. 10a) (last name, first name, MI): None N/A 11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact Signature: Print Name: Keaton D. West upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This Title: Keaton D. West, Chairman information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. Telephone No.: (307) 872-3895 Date: Authorized for Local Reproduction Federal Use Only: Standard Form LLL (Rev. 7-97)



MEETING REQUEST FORM

Meeting Date Requested: July 15, 2025	Contact Phone and E-mail: 307-872-3921, legerskig@sweetwatercountywy.gov
Presenters Name, Title and Name of Organization: Gene Legerski, Public Works Director	Exact Wording for Agenda: 10:40- 3-Year Brightly Software Renewal
Preference of Placement on Agenda & Amount of Time Requested for Presentation: 5 min	Will there be handouts? (If yes, include with meeting request form) Yes
Will handouts require SIGNATURES? Yes SHOULD THE ITEM BE MARKED CONFIDENTIAL? No	If you are submitting a Resolution or Proclamation, please forward in Word format to: shoemakers@sweetwatercountywy.gov

Additional Information:

This contract, as written, saves SWCO \$3,424.12 in the first year, \$4,031.14 in the second year, and \$4,656.37 in the third year. This assumes that Brightly applies the 3% escalation clause during the second and third years.

The price they quoted us for the next 3 years is \$171.04 higher than what we paid in FY22.

Attachments:

Dude 3 Year Contract Renewal.pdf BSW SLED Terms Aug 2024(02).pdf

INSTRUCTIONS:

• All requests to be added to the agenda, along with handouts and original documents to be signed, must be submitted in writing on the "Meeting Request Form" by Tuesday at 10:00 a.m. prior to the scheduled meeting and returned in person or electronically to Administrative Assistant Sally Shoemaker at: shoemakers@sweetwatercountywy.gov

^{**}If your handout is not accompanied with the request, your request may be dismissed and you

may reschedule for the next meeting provided the handout(s) are received.**

- If you are presenting a **Resolution or Proclamation**, it must be submitted in Word Format and emailed to: shoemakers@sweetwatercountywy.gov
- As always, if you are unable to attend the meeting after being placed onto an agenda, please send a representative in your place or your item may be rescheduled.
- In order to determine placement on the agenda, please review the county website 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 Dude 3 Year Contract Renewal.pdf BSW SLED Terms Aug 2024(02).pdf



PREPARED FOR

Sweetwater County WY ("Customer")

PREPARED BY

Brightly Software Inc 4242 Six Forks Road, Suite 1400 Raleigh, NC 27609

PUBLISHED ON

June 30, 2025



Q-445878

June 30, 2025 Sweetwater County WY

Thank you for your continued support of our market leading solutions for improving efficiency in operations. We are excited about providing you with online tools that will help you save money, increase efficiency and improve services. Brightly is dedicated to providing best in class solutions, including the following for Sweetwater County WY.

Service Term: 36 months (08/01/2025 - 07/31/2028)

Cloud Services					
ltem	Start Date	End Date	Investment		
Facilities/Physical Plant Module	8/1/2025	7/31/2026	\$2,800.12		
Asset Essentials	8/1/2025	7/31/2026	\$6,301.62		
Asset Essentials Inventory	8/1/2025	7/31/2026	\$2,104.13		
Asset Essentials Capital Forecast	8/1/2025	7/31/2026	\$5,604.02		
		Annual Renewal:	\$16,809.89 USD		



Cloud Services Subscription					
Item	Investment Year 2 Start Date: 08/01/2026	Investment Year 3 Start Date: 08/01/2027			
Facilities/Physical Plant Module	2,800.12 USD	2,800.12 USD			
Asset Essentials	6,301.62 USD	6,301.62 USD			
Asset Essentials Inventory	2,104.13 USD	2,104.13 USD			
Asset Essentials Capital Forecast	5,604.02 USD	5,604.02 USD			
Total:	16,809.89 USD	16,809.89 USD			



Order terms

BY SIGNING THIS ORDER FORM, WHETHER BY ELECTRONIC OR WRITTEN SIGNATURE, YOU ARE PLACING A BINDING ORDER FOR THE OFFERINGS SHOWN. IF THE INDIVIDUAL ENTERING INTO THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, THE INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, IN WHICH CASE THE TERM "CUSTOMER" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY OR DOES NOT AGREE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN, THE INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE OFFERINGS.

- A. The "Effective Date" of the Agreement between Customer and Brightly Software, a Siemens Company ("Siemens") is the date Customer accepts this Order
- B. Proposal expires in sixty (60) days.
- C. The Siemens entity entering into this Agreement is Brightly Software, Inc., a Delaware corporation, and the notice address shall be Corporate Trust Center, 1209 Orange Street, Wilmington, DE 19801 USA, Attn: Brightly Software.
- D. By accepting this Order, and notwithstanding anything to the contrary in any other purchasing agreement, Customer agrees to pay all relevant Subscription Fees for the full Subscription Term defined above.
- E. Payment terms: Net 30
- F. This Order and its Offerings will be subject to the terms and conditions of the Terms of Service (the Base Terms together with any applicable Supplemental Terms) found at http://brightlysoftware.com/terms (http://brightlysoftware.com/terms) ("Agreement"), unless Customer has a separate written agreement executed by Brightly Software, Inc. for the Offerings, in which case the separate written agreement will govern its defined Term. Acceptance is expressly limited to the terms of the Agreement. No other terms and conditions will apply. The terms of any purchase order or other document from Customer are excluded and such terms will not apply to the Order and will not supplement or modify the Agreement irrespective of any language to the contrary in such document.
- G. Where the Customer is a state, local, or public education entity created by the laws of the applicable state, Siemens and Customer agree that the provisions of the State, Local Government, and Higher Education Addendum ("SLED Addendum") found at http://brightlysoftware.com/terms (http://brightlysoftware.com/terms) take precedence over any conflicting terms in the Agreement to the extent the deviations set forth therein are required by applicable law.
- H. Siemens shall invoice Customer and Customer agrees to pay Siemens the amount specified on this Order.

 Quantities purchased may not be decreased during the relevant Subscription Term. Customer is responsible for providing complete and accurate billing and contact information to Siemens and notifying Siemens promptly of any changes to such information.
- I. If Customer is paying by credit card or Automated Clearing House ("ACH"), Customer shall establish and maintain valid and updated credit card information or a valid ACH auto debit account (in each case, the "Automatic Payment Method"). Upon establishment of such Automatic Payment Method, Siemens is hereby authorized to charge any applicable fees, including any processing fees, using such Automatic Payment Method.
- J. Customer is responsible for paying all taxes associated with its purchases hereunder. Siemens shall invoice Customer and Customer shall pay that amount unless Customer provides Siemens with a valid tax exemption



certificate, direct pay permit, or other government-approved documentation. Notwithstanding the foregoing, Customer is responsible for, and, to the extent permitted by law, will indemnify Siemens for: 1) any encumbrance, fine, penalty or other expense which Siemens may incur as a result of Customer's failure to pay any taxes required hereunder, and 2) any taxes, including withholding taxes, resulting from making an Offering available to Users in geographic locations outside the country in which Customer is located as per the Order. For clarity, Siemens is solely responsible for taxes assessable against Siemens based on its income, property and employees.

- K. Siemens maintains the right to increase fees within the Subscription Term for Recurring Fee Offerings by an amount not to exceed the greater of prices shown in the investment table or the applicable CPI and other applicable fees and charges every 12 months. Any additional or renewal Subscription Terms will be charged at the then-current rate.
- L. In the event Customer purchases the Cloud Services (including any renewals thereof) through an authorized reseller of Siemens, the terms and conditions of this Agreement shall apply and supersede any other agreement except for any terms and conditions related to fees, payment or taxes. Such terms and conditions shall be negotiated solely by and between Customer and such authorized reseller. In the event Customer ceases to pay the reseller, or terminates its agreement with the reseller, Siemens shall have the right to terminate Customer's access to the Cloud Services at any time upon thirty (30) days' notice to Customer unless Customer and Siemens have agreed otherwise in writing.

Cloud Services

- A. Billing frequency: Annual
- B. Cloud Services Offerings will be subject to the terms and conditions of the General Software and Cloud Supplemental Terms found at http://brightlysoftware.com/terms).
- C. Any Offerings identified as Cloud Services on this Order shall automatically renew for additional periods equal to the expiring Subscription Term or one year, whichever is longer, unless either party has provided written notice of its intent to terminate the Cloud Service subscription not less than forty-five (45) days prior to the expiration of the then-current Subscription Term.
- D. During the Term, Siemens shall, as part of Customer's Subscription Fees provide telephone and email support ("Support Services") 24 hours/day, 7 days/week.
- E. Siemens shall use commercially reasonable efforts to make its Software or Cloud Service available 99.9% of the time for each full calendar month during the Subscription Term, determined on twenty-four (24) hours a day, seven (7) days a week basis (the "Service Standard"). The Service Standard availability for access and use by Customer(s) excludes unavailability when due to: (a) any access to or use of the Cloud Service by Customer or any Account User that does not strictly comply with the terms of the Agreement or the Documentation; (b) any failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under the Agreement; (c) Customer's or its Account User's Internet connectivity; (d) any Force Majeure Event; (e) any failure, interruption, outage, or other problem with internet service or non-Cloud Service; (f) Scheduled Downtime; or (g) any disabling, suspension, or termination of the Cloud Service by Siemens pursuant to the terms of the Agreement. "Scheduled Downtime" means, with respect to any applicable Cloud Service, the total amount of time (measured in minutes) during an applicable calendar month when such Cloud Service is unavailable for the majority of Customer's Account Users due to planned Cloud Service maintenance. To the extent reasonably practicable, Siemens shall use reasonable efforts to provide eight (8) hours prior notice of Cloud Service maintenance events and schedule such Cloud Service maintenance events outside the applicable business hours.



- F. USE OF APIS. Customer is authorized to use any Application Programming Interface that is either: i) identified as a Cloud Services Offering, or ii) identified as published in the Documentation (collectively the "APIs") as part of any Offering for Customer's internal business purposes only. Customer may not use the APIs to enable unauthorized use of the Cloud Services. Customer may purchase a separate license to use certain published APIs to develop software for use solely in conjunction with the Cloud Services. Customer is prohibited from reselling any software developed through the use of the APIs unless (a) Customer is separately authorized to do so as a member of a Siemens partner program, or (b) Customer has purchased an Offering which include APIs that explicitly allows Customer to develop software for Customer's internal use or for resale under terms and conditions at least as protective as this Agreement. Customer may not otherwise modify, adapt, or merge the Offerings. Siemens has no obligations or liability for software developed by Customer using the APIs. Customer is prohibited from using unpublished APIs under any circumstances.
- G. Siemens reserves the right to block IP addresses originating from a Denial of Service (DoS) attack. Siemens shall notify Customer should this condition exist and inform Customer of its action. Once blocked, an IP address shall not be able to access the Cloud Service and the block may be removed once Customer is satisfied corrective action has taken place to resolve the issue. Siemens also reserves the right to suspend or terminate service if Customer: 1) performs load tests, network scans, penetration tests, ethical hacks or any other security auditing procedure on the Cloud Service, 2) interferes with or disrupts the integrity or performance of the Cloud Service or data contained therein, or 3) otherwise violates the use restrictions under this Agreement.
- H. Customer is entitled to access and use the Offerings only as explicitly described in the Documentation. These Offerings are intended for Customer's internal business operations only. There are no additional Entitlements or rights to use the Offerings or their related APIs beyond what is specified. Any other access or use is strictly prohibited under the Terms.
- I. At the time of this Order, the implementation of the requirements of the Cyber Resilience Act EU 2024/2847 ("CRA") is not yet mandatory in the European Union (EU) due to its transitional periods. Not all clarifications on measures that the Customer and contractor will take to implement the new requirements within the project implementation can currently be completed. Therefore, the parties agree that the project scope and contract price agreed upon at the time of Agreement conclusion do not yet include any necessary measures to implement the CRA requirements. Siemens will present the implementation of these measures together with an adjustment of the contract price and schedules considering any additional expenses of the contractor in the appropriate project phases through the Change Request procedure.

Additional information

- A. Prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice. For customers based in the United States, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer. Tax exemption certifications can be sent to accountsreceivable@brightlysoftware.com (mailto:accountsreceivable@brightlysoftware.com).
- B. Billing frequency other than annual is subject to additional processing fees.
- C. Provide Siemens with the purchase order number, if applicable. Acceptance of this Order without a purchase order number indicates that a purchase order is not necessary. Please reference Q-445878 on any applicable purchase order and email to Purchaseorders@Brightlysoftware.com
 (mailto:Purchaseorders@Brightlysoftware.com)



D. Brightly Software, Inc. can provide evidence of insurance upon request.



Signature

Presented to:

Sweetwater County WY - Q-445878 June 30, 2025, 4:12:07 AM

Accepted by:

Printed Name			
Signed Name			
Title			
Date			



State, Local Government, and Higher Education Addendum

This State, Local Government, and Higher Education Addendum ("SLED Addendum") is incorporated into and forms part of the Base Terms and applicable Supplemental Terms between Siemens and Customer identified on the Order ("Agreement"). This SLED Addendum applies only to state, local, or public education entities created by the laws (including constitution or statute) of the applicable state ("SLED"). Siemens acknowledges that statutes and regulations governing SLED customers may sometimes require that certain terms in commercial supplier agreements be limited and may be ineffective and inoperative. Therefore, to the extent the deviations set forth in this SLED Addendum are required by applicable law, Siemens and Customer agree that the following provisions take precedence over any conflicting terms in the Agreement:

Capitalized terms used but not otherwise defined in this SLED Addendum shall have the meanings given to them in the Agreement.

SLED terms

1.1. Public Disclosure Laws

Siemens acknowledges that some or all of the terms of the Agreement, including the terms and conditions thereof, related Orders, Statements of Work, other attachments, or pricing information, may be subject to Right-to-Know or Freedom of Information Laws. If Customer requires any assistance from Siemens in any matter arising out of such laws related to this Agreement, it shall notify Siemens as required by applicable law using the notice contract information in the Agreement. If Siemens reasonably considers any part of the request to include a trade secret or Confidential Information, Siemens shall, to the extent permitted by applicable law, promptly notify Customer explaining why the requested material is exempt.

1.2. Fees and Taxes

Siemens understands that Customer may be subject to applicable laws governing payment, including availability of funds, timing of payments, late payment interest penalties, and taxes.

1.3. Indemnification. Defense

- 1.3.1. **Indemnification.** To the extent applicable law prohibits Customer from indemnifying Siemens, any terms or conditions in the Agreement requiring Customer to indemnify Siemens shall be deemed void and not binding against Customer.
- 1.3.2. **Government Control of Defense.** Any provision of the Agreement requiring Siemens to defend or indemnify Customer is hereby amended, to the extent required by applicable laws, to provide that the applicable State Attorney General's Office has the sole right to represent the SLED entity in litigation and other formal proceedings.

1.4. Statute of Limitations

Applicable state statute of limitations applies to any claim.

1.5. Termination for Non-Appropriation

Siemens understands that Customer may be dependent on the appropriation of funding by a granting agency, a municipality, region or state, or a governing body. In the event that funds are not appropriated or otherwise made available to Customer to support the continued performance of this Agreement or any Order thereunder, Customer shall have the right to terminate the Order upon reasonable prior written notice, and Siemens shall cease performance as of the termination effective date; provided, however, Customer will not be entitled to a refund or offset of previously paid but unused fees.

1.6. Non-Renewal

Siemens agrees that any Order shall not automatically renew where impermissible by law.

1.7. Controlling Law, Venue, Sovereign Immunity and Disputes

- 1.7.1. **Controlling Law.** The Agreement and any disputes arising out of or related thereto shall be governed by the laws of the state pursuant to which Customer is created. With respect to all disputes arising out of or related to the Agreement, the parties consent to exclusive jurisdiction and venue in the state and federal courts located in such state.
- 1.7.2. **Sovereign Immunity.** Nothing in the Agreement shall be interpreted to waive any sovereign immunity protections of Customer.
- 1.7.3. **Arbitration.** Any language requiring arbitration is hereby deleted.



MEETING REQUEST FORM

Meeting Date Requested: July 15, 2025	Contact Phone and E-mail: 307-872-3910/swchr@sweetwatercountywy.gov			
Presenters Name, Title and Name of Organization: Human Resource Director Garry McLean	Exact Wording for Agenda: 10:45- Request Approval of Contract Renewal with the State of Wyoming Military Department			
Preference of Placement on Agenda & Amount of Time Requested for Presentation: 10 min	Will there be handouts? (If yes, include with meeting request form) Yes			
Will handouts require SIGNATURES? Yes SHOULD THE ITEM BE MARKED CONFIDENTIAL? No	If you are submitting a Resolution or Proclamation, please forward in Word format to: shoemakers@sweetwatercountywy.gov			
Additional Information:				
Attachments: FY 2026 WY Renewal Contract - WY Military.pdf				

INSTRUCTIONS:

- All requests to be added to the agenda, along with handouts and original documents to be signed, must be submitted in writing on the "Meeting Request Form" by Tuesday at 10:00 a.m. prior to the scheduled meeting and returned in person or electronically to Administrative Assistant Sally Shoemaker at: shoemakers@sweetwatercountywy.gov
 - **If your handout is not accompanied with the request, your request may be dismissed and you may reschedule for the next meeting provided the handout(s) are received.**
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- In order to determine placement on the agenda, please review the county website sweetwatercountywy.gov on Thursday afternoon by clicking "Commissioner's Agenda".

or 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 FY 2026 WY Renewal Contract - WY Military.pdf



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

Phone: (307) 872-3910

Secure Fax: (307) 872-3996

Email: swchr@sweetwatercountywy.gov

MEMORANDUM

To: Board of County Commissioners

From: Garry McLean, Human Resources/Veterans Services Director

Date: July 7, 2025

RE: Renewal of Contract with the State of Wyoming Military Department

Please find attached the new three (3) year agreement with the State of Wyoming Military Department to provide Veteran Services in Uinta County. The first such agreement was signed with the Military Department in April 0f 2020. These agreements are regularly updated to reflect current mileage, travel costs and salary costs.

In short, this contract reduces the County's cost to provide veteran services by \$24,072. The state will pay monthly installments for services rendered. As I have stated previously, it is still appropriate to pursue with the legislature why Sweetwater and Sublette Counties do not receive some portion of state funding for services provided in their respective areas.

I would recommend the Board approve this contract.



Wyoming Military Department

5410 Bishop Boulevard Cheyenne, Wyoming 82009 Phone: 307-777-8102 Fax: 307-777-8105

July 1, 2025

Mr. Gary McLean Mr. Keaton D. West Sweetwater County 80 W. Flaming Gorge Way, Suite 17 Green River Wyoming 82935

RE: Contract for Signature

Enclosed is the original Contract with the Wyoming Military Department. Once signed, if you could please return it to my attention. If I can be of any further assistance, please feel free to contact me at liliana.hernandez1@wyo.gov or (307) 777-8102.

CONTRACT NO. 25000016201 BETWEEN WYOMING MILITARY DEPARTMENT AND SWEETWATER COUNTY

- 1. Parties. The parties to this Contract are Wyoming Military Department (Agency), whose address is: 5410 Bishop Boulevard, Cheyenne, Wyoming 82009, and Sweetwater County (Contractor), whose address is: 80 West Flaming Gorge Way, Suite 17, Green River, Wyoming 82935.
- Purpose of Contract. The purpose of this Contract is to set forth the terms and conditions by which the Contractor shall assist the Agency's Wyoming Veterans Commission (WVC) with outreach, services and benefits applications for Uinta County veterans and their beneficiaries in compliance with the laws administered by the Department of Veterans Affairs (DVA), especially the provisions of Title 38 regarding recognition and accreditation, and DVA regulations and procedures regarding the proper preparation and submission of claims applications.
- 3. Term of Contract. This Contract is effective when all parties have executed it (Effective Date). The term of the Contract is from July 1, 2025 through June 30, 2028. All services shall be completed during this term. This Contract may be extended by agreement of both parties in writing and subject to the required approvals. There is no right or expectation of extension and any extension will be determined at the discretion of the Agency.

4. Payment.

- A. The Agency agrees to pay the Contractor for the services described in Section 5 below. Total payment under this Contract shall not exceed seventy five thousand dollars (\$75,000.00). Payment shall be made at the rate of two thousand eighty-three dollars and thirty-three cents (\$2,083.33) and when services are completed. Payment shall be made within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602. Contractor shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Contract.
- **B.** No payment shall be made for work performed before the Effective Date of this Contract. Should the Contractor fail to perform in a manner consistent with the terms and conditions set forth in this Contract, payment under this Contract may be withheld until such time as the Contractor performs its duties and responsibilities to the satisfaction of Agency.
- C. Except as otherwise provided in this Contract, the Contractor shall pay all costs and expenses, including travel, incurred by Contractor or on its behalf in connection with Contractor's performance and compliance with all of Contractor's obligations under this Contract.



D. The table below indicated the past and current status of the Contract's dollar amounts and expiration dates:

	Federal	State	Total	Expiration
Original Contract	\$00.00	\$75,000.00	\$75,000.00	June 30, 2028
Total	\$00.00	\$75,000.00	\$75,000.00	June 30, 2028

- **5. Responsibilities of Contractor.** The Contractor agrees to:
 - **A.** Provide weekly outreach to Uinta County veterans and their beneficiaries.
 - **B.** Comply with the laws administered by DVA and the provisions of Title 38 CFR 14.6285 and Title 38 CFR 14.629 regarding recognition and accreditation necessary to ensure the proper handling of DVA claims by the County Veteran Service Officers (CVSO) employed by the Contractor.
 - C. Establish standardized operating policies and procedures that provide for the proper preparation, development, and the electronic submission of disability compensation or pension claims to the DVA's designated claims processing center.
 - D. Establish and maintain, pertinent policies and procedures as necessary to allow for the accreditation or cross-accreditation of qualifying CVSO. This cross-training will allow for joint assistance in the completion of the VAF 21, Application for Accreditation as Service Organization Representative, to be submitted for approval to the DVA's Office of General Counsel for the purpose of obtaining accreditation for qualifying CVSO; or when for purposes of cross accreditation, to the responsible national Veterans Service Office (VSO).
 - E. Once accredited, to assist the WVC in the coordination with the local DVA agency information technology (IT) staff as necessary to allow for remote computer access to the DVA's automated claims information systems such as Veterans Benefits Management System (VBMS) and other automated systems as is authorized by DVA policy for a remotely stationed CVSO and State Veterans Service Officers (SVSO).
 - F. Participate in the professional development and continuing education program and to attend national VSO training, as may be provided from time to time, and is deemed necessary to obtain or to maintain individual CVSO accreditation or cross-accreditation. The training or travel are to be conducted at no cost to either the WVC or to the host national VSO. Participant expenses or fees for tuition or travel shall be borne by the requestor of the training.
 - **G.** Distribute the current approved claims processing Policy and Procedure to all subordinate county Veterans service offices to ensure their use and compliance.



- H. Comply with policies and procedures as established by the DVA or by the national VSO including privacy of personal identifying information (PII), confidentiality of sensitive records, and security of information, records, files, or as necessary to comply with the DVA's computer information security measures as appropriate for a remotely stationed CVSO.
- I. Submit all pertinent DVA forms, applications, records, supporting evidence or other claimant information to the claimant's designated representative for review prior to the VSO submission to the DVA's processing center.
- J. Decline to represent claimants in a personal hearing, to sign-off on ratings, to prepare the Notice of Disagreement (NOD) or the VAF 646, Statement of Accredited Representative in Appealed Case, or to otherwise represent claimants before the DVA; or, to serve as guardians or fiduciaries of Veterans or other persons receiving benefits from DVA.
- **K.** Provide claims data to the WVC Program Manager as required to publish statewide claims information.
- **6. Responsibilities of Agency.** The Agency agrees to:
 - **A.** Pay Contractor in accordance with Section 4 above.
 - **B.** Ensure the proper handling of DVA claims by SVSO's who are performing Veterans related service work within the state of Wyoming.
 - C. Establish standardized operating policies and procedures allowing for the proper preparation, development, and electronic submission of DVA disability compensation or pension claims.
 - **D.** Establish a claims processing quality assurance program.
 - E. Assist when requested with the preparation of a properly and sufficiently completed application for a DVA disability and/or pension claim, along with identifying any supporting documents or records for processing by the DVA's designated claims processing center.
 - **F.** Establish a substantive training and continuing education program with the objective of professionally developing and fully training the individual CVSO to become accredited, and once accredited, to retain their accreditation.
 - G. Timely distribute and share with Contractor's management and staff, technical information received time to time from the DVA regarding the processing of DVA claims, health care eligibility, or other Veteran related service work.



7. General Provisions.

- **A. Amendments.** Any changes, modifications, revisions, or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed by all parties to this Contract.
- **B.** Applicable Law, Rules of Construction, and Venue. The construction, interpretation, and enforcement of this Contract 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 Contract as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- C. Assignment Prohibited and Contract 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 Contract without the prior written consent of the other party. The Contractor shall not use this Contract, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Agency.
- D. Audit and Access to Records. The Agency and its representatives shall have access to any books, documents, papers, electronic data, and records of the Contractor which are pertinent to this Contract. The Contractor shall immediately, upon receiving written instruction from the Agency, provide to any independent auditor or accountant all books, documents, papers, electronic data, and records of the Contractor which are pertinent to this Contract. The Contractor shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the Agency.
- E. Availability of Funds. Each payment obligation of the Agency is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Contract, the Contract may be terminated by the Agency at the end of the period for which the funds are available. The Agency shall notify the Contractor at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Agency in the event this provision is exercised, and the Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
- F. Award of Related Contracts. The Agency may award supplemental or successor contracts for work related to this Contract or may award contracts to other contractors for work related to this Contract. The Contractor shall cooperate fully with other contractors and the Agency in all such cases.



- G. Certificate of Good Standing. The Contractor shall provide to the Agency a Certificate of Good Standing from the Wyoming Secretary of State, or other proof that Contractor is authorized to conduct business in the State of Wyoming, if required, before performing work under this Contract. Contractor shall ensure that all annual filings and corporate taxes due and owing to the Secretary of State's office are up-to-date before signing this Contract.
- H. Compliance with Laws. The Contractor shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Contract.
- I. Confidentiality of Information. All documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Contractor in the performance of this Contract shall be kept confidential by the Contractor unless written permission is granted by the Agency for its release. If and when Contractor receives a request for information subject to this Contract, Contractor shall notify Agency within ten (10) days of such request and shall not release such information to a third party unless directed to do so by Agency.
- **J. Entirety of Contract.** This Contract, consisting of eleven (11) pages, represent the entire and integrated Contract between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.
- **K. Ethics.** Contractor 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 Contractor's profession.
- Extensions. Nothing in this Contract shall be interpreted or deemed to create an expectation that this Contract will be extended beyond the term described herein. Any extension of this Contract shall be initiated by the Agency and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Contract or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Contract.
- M. Force Majeure. Neither party shall be liable for failure to perform under this Contract 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.



- N. Indemnification. The Contractor shall release, indemnify, and hold harmless the State, the Agency, and their officers, agents, and employees from any and all claims, suits, liabilities, court awards, damages, costs, attorneys' fees, and expenses arising out of Contractor's failure to perform any of Contractor's duties and obligations hereunder or in connection with the negligent performance of Contractor's duties or obligations, including, but not limited to, any claims, suits, liabilities, court awards, damages, costs, attorneys' fees, and expenses arising out of Contractor's negligence or other tortious conduct.
- O. Independent Contractor. The Contractor shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Contract, the Contractor shall be free from control or direction over the details of the performance of services under this Contract. The Contractor shall assume sole responsibility for any debts or liabilities that may be incurred by the Contractor in fulfilling the terms of this Contract and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Contractor or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Agency or to incur any obligation of any kind on behalf of the State of Wyoming or the Agency. The Contractor 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 Contractor or the Contractor's agents or employees as a result of this Contract.
- P. Nondiscrimination. The Contractor shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, et seq.), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, et seq., and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Contract.
- **Q. Notices.** All notices arising out of, or from, the provisions of this Contract shall be in writing either by regular mail or delivery in person at the addresses provided under this Contract.
- R. Notice of Sale or Transfer. The Contractor shall provide the Agency with notice of any sale, transfer, merger, or consolidation of the assets of the Contractor. Such notice shall be provided in accordance with the notices provision of this Contract and, when possible and lawful, in advance of the transaction. If the Agency determines that the sale, transfer, merger, or consolidation is not consistent with the continued satisfactory performance of the Contractor's obligations under this Contract, then the Agency may, at its discretion, terminate or renegotiate the Contract.



- S. Ownership and Return of Documents and Information. Agency is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Contractor in the performance of this Contract. Upon termination of services, for any reason, Contractor agrees to return all such original and derivative information and documents to the Agency in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers. Upon Agency's verified receipt of such information, Contractor agrees to physically and electronically destroy any residual Agency-owned data, regardless of format, and any other storage media or areas containing such information. Contractor agrees to provide written notice to Agency confirming the destruction of any such residual Agency-owned data.
- T. Prior Approval. This Contract 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 Contract 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).

U. Insurance Requirements.

- (i) During the term of this Contract, the Contractor shall obtain and maintain, and ensure that each subcontractor obtains and maintains, each type of insurance coverage specified in Insurance Coverage, below.
- (ii) All policies shall be primary over any insurance or self-insurance program carried by the Contractor or the State of Wyoming. All policies shall include clauses stating that each insurance carrier shall waive all rights of recovery under subrogation or otherwise against Contractor or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.
- (iii) The Contractor shall provide Certificates of Insurance to the Agency verifying each type of coverage required herein. If the policy is a "claims made" policy instead of an "occurrence" policy, the information provided shall include, but is not limited to, retroactive dates and extended reporting periods or tails.
- (iv) All policies shall be endorsed to provide at least thirty (30) days advance written notice of cancellation to the Agency. A copy of the policy endorsement shall be provided with the Certificate of Insurance.
- (v) In case of a breach of any provision relating to Insurance Requirements or Insurance Coverage, the Agency may, at the Agency's option, obtain and maintain, at the expense of the Contractor, such insurance in the name of



the Contractor, or subcontractor, as the Agency may deem proper and may deduct the cost of obtaining and maintaining such insurance from any sums which may be due or become due to the Contractor under this Contract.

- (vi) All policies required by this Contract shall be issued by an insurance company with an A.M. Best rating of A- VIII or better.
- (vii) The Agency reserves the right to reject any policy issued by an insurance company that does not meet these requirements.
- V. Insurance Coverage. The Contractor shall obtain and maintain the following insurance in accordance with the Insurance Requirements set forth above:
 - (i) <u>Commercial General Liability Insurance</u>. Commercial general liability insurance (CGL) coverage, occurrence form, covering liability claims for bodily injury and property damage arising out of premises, operations, products and completed operations, and personal and advertising injury, with minimum limits as follows:
 - (a) \$1,000,000.00 each occurrence;
 - **(b)** \$1,000,000.00 personal injury and advertising injury;
 - (c) \$2,000,000.00 general aggregate; and
 - (d) \$2,000,000.00 products and completed operations.

The CGL policy shall include coverage for Explosion, Collapse and Underground property damage. This coverage may not be excluded by endorsement.

(ii) Workers' Compensation and Employer's Liability Insurance. Employees hired in Wyoming to perform work under this Contract shall be covered by workers' compensation coverage obtained through the Wyoming Department of Workforce Services' workers' compensation program, if statutorily required. Employees brought into Wyoming from Contractor's home state to perform work under this Contract shall be covered by workers' compensation coverage obtained through the Wyoming Department of Workforce Services' workers' compensation program or other state or private workers' compensation insurance approved by the Wyoming Department of Workforce Services, if statutorily required.

The Contractor shall provide the Agency with a Certificate of Good Standing or other proof of workers' compensation coverage for all of its employees who are to perform work under this Contract, if such coverage is required by law. If workers' compensation coverage is obtained by Contractor through the Wyoming Department of Workforce Services' workers' compensation program, Contractor shall also obtain Employer's Liability "Stop Gap" coverage through an endorsement to the CGL policy



required by this Contract, with minimum limits as follows:

- (a) Bodily Injury by Accident: \$1,000,000.00 each accident;
- **(b)** Bodily Injury by Disease: \$1,000,000.00 each employee; and
- (c) Bodily Injury by Disease: \$1,000,000.00 policy limit.
- (iii) <u>Unemployment Insurance</u>. The Contractor shall be duly registered with the Department of Workforce Services and obtain such unemployment insurance coverage as required. The Contractor shall supply Agency with a Certificate of Good Standing or other proof of unemployment insurance coverage.
- W. 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 Contractor, shall identify the Agency as the sponsoring agency and shall not be released without prior written approval from the Agency.
- X. Severability. Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of the Contract shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- Y. Sovereign Immunity and Limitations. Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Agency expressly reserve sovereign immunity by entering into this Contract and specifically retain all immunities and defenses available to them as sovereigns. 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 Contract shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity.
- **Z.** Taxes. The Contractor 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.
- AA. Termination of Contract. This Contract may be terminated, without cause, by the Agency upon thirty (30) days written notice. This Contract may be terminated by the Agency immediately for cause if the Contractor fails to perform in accordance with the terms of this Contract.
- **BB.** 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 Contract shall not be construed so as to create such status. The rights, duties, and obligations contained in this Contract shall operate only between the parties to this Contract and shall inure solely to the benefit of the parties to this Contract. The provisions



- of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract.
- CC. Time is of the Essence. Time is of the essence in all provisions of this Contract.
- **DD. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Contract.
- **EE.** Waiver. The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- **FF.** Counterparts. This Contract 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 Contract. Delivery by the Contractor of an originally signed counterpart of this Contract by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Agency.

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The Effective Date of this Contract is the date of the signature last	affixed to this page.
AGENCY: Wyoming Military Department	
Douglas C. Shope, Deputy Director	Date
CONTRACTOR: Sweetwater County	
Garry McLean, Human Resource Manager	Date
Keaton D. West, Chairman, Sweetwater County Commission	Date
ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM	
Megan Pope, Senior Assistant Attorney General	6 30/25 Date

The parties to this Contract, either personally or through their duly

authorized representatives, have executed this Contract on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this

Signatures.

Contract.

8.