

NOTICE:

THE SWEETWATER COUNTY BOARD OF COUNTY COMMISSIONERS WILL MEET ON TUESDAY, AUGUST 19, 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 - PLANNING AND ZONING

1. Resolution 25-08-ZO-01 - A Variance Permit Application from Section 5.G. of the Sweetwater County Zoning Regulations as requested by Hector Ortega Navarrete- ORPA for a 3 ft encroachment into the front setback of 20 ft and a 5 ft encroachment into the rear setback of 10 ft to bring a manufactured home on the property into compliance with the Sweetwater County Zoning Resolution
Kassidee Brown, Planner
2. Resolution 25-08-ZO-02 - A Zoning Map Amendment, in accordance with Section 20 of the Sweetwater County Zoning Regulations as requested by Clyde Companies- Joseph Amante for the zoning district of approximately 160 acres more or less to be amended from Agricultural (A) to Mineral Development (MD-1)
Kassidee Brown, Planner

3. Resolution 25-08-ZO-03 - A Zoning Map Amendment, in accordance with Section 20 of the Sweetwater County Zoning Regulations as requested by Jon and Cara Aimone for the zoning district of approximately 61.98 acres more or less to be amended from Single Family Residential (R-2/SF) to Rural Residential (RR)
Kassidee Brown, Planner
4. Resolution 2025-08-CC-05 -Certified Resolution to 2015 Zoning Resolution 2025-08-CC-05 Sections 4, 5, 17, 19, and 21.
Eric Bingham, Land Use Director

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.

B. 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 8-5-25 Minutes
BOCC
2. Approval of County Vouchers/Warrants Expenditure Approval Listing (EAL) and Commissioner Report
Accounting
3. Approval of Bonds
BOCC
4. Approval of Monthly Reports
BOCC
5. Request Approval to Restaff Vacant Position in Clerk's Office
HR
6. Request Approval to Restaff Vacant Position in Sheriff's Office
HR
7. Ratify the Coalition of Local Governments' Comments on the USDA's Interim Final Rule for Removal of National Environmental Policy Act Implementing Regulations (USDA-2025-0008)
Commissioner Mary Thoman
8. Purdue Opioids Settlement
John DeLeon, Sweetwater County Chief Deputy County Attorney
9. Letter of Recommendation for the Community Fine Arts Center (CFAC) to receive the 2025 Governor's Arts Award
Chairman West & Commissioner Richards

COMMISSIONER COMMENTS

10:00- Commissioner Richards

Island Richards

10:05- Commissioner Jones

Taylor Jones

10:10- Chairman West

Keaton West

10:15- Commissioner Slaughter

Robb Slaughter

10:20- Commissioner Thoman

Mary Thoman

C. ACTION/PRESENTATION ITEMS

1. 10:25- Break
BOCC
2. 10:35- A Resolution Granting Approval for Wyoming Horse Racing, Inc. to Conduct Pari Mutuel Wagering on Live Horse Racing, Historic Horse Racing, and Simulcast Events at Satellite Facilities
Wyoming Horse Racing, LLC, Pete Liguori-Executive VP, Nick Hughes-President, John Sheldon, Executive VP
3. 10:45- Resolution Authorizing the Appointment of a Special Prosecutor
John DeLeon, Chief Deputy, Sweetwater County Attorney's Office
4. 10:50- Eden Saloon and RV Park's Request for a Catering Permit for the Wardell Wedding
County Clerk Cindy Lane
5. 10:55- Capital Request to Purchase Firewalls
Tim Knight - Sweetwater County IT Director
6. 11:05- Change Order #1 to the Southwest Counseling Jonah Facility Home Project (ARPA Grant HHS-1127)
Gene Legerski, Public Works Director
7. 11:10- Sweetwater County Public Works Combined Facility Change Order #001 for Time Only
Gene Legerski, Public Works Director
8. 11:15- Verizon Wireless First Amendment to Land Lease Agreement
Gene Legerski, Sweetwater County Public Works Director & John DeLeon, Sweetwater County Chief Deputy County Attorney
9. 11:25- Sweetwater County Fire Restrictions
Alan Adams, Fire Warden, Sweetwater County

11:30- EXECUTIVE SESSION

1. Legal

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: August 19, 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 25-08-ZO-01 - A Variance Permit Application from Section 5.G. of the Sweetwater County Zoning Regulations as requested by Hector Ortega Navarrete- ORPA for a 3 ft encroachment into the front setback of 20 ft and a 5 ft encroachment into the rear setback of 10 ft to bring a manufactured home on the property into compliance with the Sweetwater County 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? No	If you are submitting a Resolution or Proclamation, please forward in Word format to: shoemakers@sweetwatercountywy.gov
Additional Information:	
Attachments: Permit 2025-016_Setback Variance-Resolution.docx August 19, 2025 BCC Staff Report PH. 1.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

[Permit 2025-016_Setback Variance-Resolution.docx](#)

[August 19, 2025 BCC Staff Report PH. 1.pdf](#)

**Resolution 25-08-ZO-01 for Approval
of a Variance application for a 3 ft encroachment into the 20 ft front setback
and 5 ft into the 10 ft rear setback from Section 5.G of the 2015 Zoning
Resolution as requested by Hector Ortega Navarrete- ORPA**

WHEREAS, Hector Ortega Navarrete- ORPA is requesting a Variance from Section 5.G. of the 2015 Sweetwater County Zoning Resolution for 3 ft encroachment into the front setback of 20 ft and 5 ft into the rear setback of 10 ft for a manufactured home already located on the property to remain,

WHEREAS, this Variance Permit will be for a 3 ft encroachment into the front setback of 20 ft and 5 ft into the rear setback of 10 ft for a manufactured home already located on the property to remain on a 0.12 acre parcel of land owned by ORPA which has the property address of 105 Ranch View Dr, Rock Springs Wyoming; which is legally described as:

Lot 4 (S) 3 Block 9 Clearview Acres 3rd Filing

WHEREAS, the Sweetwater County Board of County Commissioners held a public hearing in regards to this matter August 19, 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 Variance from Section 5.G. of the Sweetwater County Zoning Resolution for the a 3 ft encroachment into the front setback of 20 ft and 5 ft into the rear setback of 10 ft for a manufactured home already located on the property to remain in accordance with Variance Application #2025-016 with the following conditions:

1. This variance from the 2015 Sweetwater County Zoning Resolution setback requirements is specific to the manufactured home that was permitted to be placed on the property.

Dated this 19th day of August 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: ORPA

Applicant: Hector Ortega Navarrete

Legal Description: Clearview Acres 3rd Filing Block 9 Lot 4 (S)

Address: 105 Ranch View Drive, Rock Springs, Wyoming

Current Zoning: MH (Manufactured Home)

Infrastructure: Fire District #1 Response Area
Ranch View Drive
Rocky Mountain Power
Clearview Improvement and Service District



HECTOR ORTEGA NAVARRETE– VARIANCE – SECTION 5.G. (SETBACK
REQUIREMENTS)

A step was missed in the permitting process, and a variance from setback requirements will be necessary for the proposed average sized single-wide manufactured home (16'x75') to be located on the existing lot. Per SWC Zoning Regulations the rear setback required is 10' and the front setback required is 20'. An encroachment 3' into the front setback and 5' into the rear setback is requested.

Upon further review and field inspection, Staff found that encroachments into the front, and especially the rear, setbacks are common in this area. Variances have been granted in the past to address setback issues in this neighborhood, and it appears that it may be necessary to adjust the setback requirements within the MH Zone District.

The applicant has conducted an 8-1-1, and staff has not received any negative comments from agencies or the public regarding this request.



APPLICATION SUMMARY



LOCATION & ZONING MAP



Front Setback



Rear Setback



ON-SITE VIEW



View to the North



View to the South



Posting
6/27/2025

View to the West



View to the East



SITE PHOTOS

1. There are special circumstances or conditions, fully described in the Commission and Board's findings, which are peculiar to the land or building for which the variance is sought and do not apply generally to land or buildings in the neighborhood, and have not resulted from any act of the applicant subsequent to the adoption of the Zoning Resolution;

This variance request is necessary due to the small lot sizes within this neighborhood. Land Use staff is looking into lessening the setback requirements in MH zoning districts to create more appropriate setback regulations.



REVIEW CRITERIA FOR VARIANCE

2. For reasons fully set forth in the Commission's and Board's findings, the circumstances or conditions are such that the strict application of the provisions of the Sweetwater County Zoning Resolution would deprive the applicant of the reasonable use of the land or building, the granting of the adjustment is necessary or the reasonable use thereof and the adjustment as granted is the minimum adjustment that will accomplish this purpose.

If the variance is not granted, the applicant will be required to remove the manufactured home that is currently on the property. The setback variance proposed is the minimum adjustment necessary.



REVIEW CRITERIA FOR VARIANCE

3. The granting of the variance is in harmony with the general purposes and intent of the Zoning Resolution and will not be injurious to the neighborhood or otherwise detrimental to the public welfare.

The variance request will not be injurious to the neighborhood and will provide adequate fire distance from adjacent properties.



REVIEW CRITERIA FOR VARIANCE

Jared Martin: "Tesoro Logistics Northwest Pipeline is clear."

Mark Beery- Lumen: "No issues identified, although copper appears to be present near the eastern edge of the property."



PUBLIC/AGENCY COMMENTS

Staff recommends approval of Recommendation 25-08-ZO-01 with the following condition:

1.) This variance from the 2015 Sweetwater County Zoning Resolution setback requirements is specific to the manufactured home that was permitted to be placed on the property.

At the, August 13, 2025 Planning and Zoning Commission Meeting, the P&Z Commission voted 4-0 to recommend approval of Resolution 25-08-ZO-01 for a variance from setback requirements with staff conditions, as requested by the applicant.



STAFF RECOMMENDATIONS

Recommendation 25-08-ZO-01 for Approval of the Variance application for a 3 ft encroachment into the 20 ft front setback and 5 ft into the 10 ft rear setback From Section 5.G of the 2015 Zoning resolution requested by Hector Ortega Navarrete

WHEREAS, Hector Ortega Navarrete is requesting a Variance from Section 5.G. of the 2015 Sweetwater County Zoning Resolution for a 3 ft encroachment into the front setback of 20 ft and 5 ft into the rear setback of 10 ft for a manufactured home already located on the property to remain,

WHEREAS, this Variance Permit will be for a 3 ft encroachment into the front setback of 20 ft and 5 ft into the rear setback of 10 ft for a manufactured home already located on the property to remain on a 0.12 acre parcel of land owned by ORPA which has the property address of 105 Ranch View Dr, Rock Springs Wyoming; which is legally described as:

Lot 4 (S) 3 Block 9 Clearview Acres 3rd Filing

WHEREAS, the Sweetwater County Planning and Zoning Commission held a public hearing in accordance with the procedural requirements of the 2015 Zoning Resolution on August 13, 2025 to consider the applicant's request; and,

WHEREAS, after due consideration and discussion, the Planning and Zoning Commission voted 4-0 to recommend approval of a 3 ft encroachment into the front setback of 20 ft and 5 ft into the rear setback of 10 ft for a manufactured home already located on the property to remain,

NOW THEREFORE, the Sweetwater County Planning and Zoning Commission recommends **APPROVAL** of the Variance from Section 5.G. of the Sweetwater County Zoning Resolution for a 3 ft encroachment into the front setback of 20 ft and 5 ft into the rear setback of 10 ft for a manufactured home already located on the property to remain in accordance with Variance Application #2025-016 with the following conditions:

1. This variance from the 2015 Sweetwater County Zoning Resolution setback requirements is specific to the manufactured home that was permitted to be placed on the property.

Dated this 13th day of August 2025.

Attest:

Sweetwater County
Planning and Zoning Commission

Cynthia L. Lane, County Clerk

Mark Lyon, Chairman



MEETING REQUEST FORM

Meeting Date Requested: August 19, 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 25-08-ZO-02 - A Zoning Map Amendment, in accordance with Section 20 of the Sweetwater County Zoning Regulations as requested by Clyde Companies- Joseph Amante for the zoning district of approximately 160 acres more or less to be amended from Agricultural (A) to Mineral Development (MD-1)
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? No	If you are submitting a Resolution or Proclamation, please forward in Word format to: shoemakers@sweetwatercountywy.gov
Additional Information:	
Attachments: August 19, 2025 BCC Staff Report PH. 2.pdf ZMA- Resolution.docx	

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

[August 19, 2025 BCC Staff Report PH. 2.pdf](#)

[ZMA- Resolution.docx](#)

Property Owner: Rock Springs Grazing Association

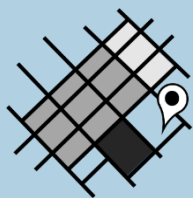
Applicant: Joseph Amante- Clyde Companies

Legal Description: Approximately 160 acres of land in the NW4 Sec. 29 T19N R108W

Address: N/A

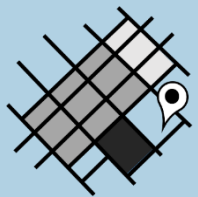
Current Zoning: Agriculture (A)

Infrastructure: Green River Fire Response Area
Wyoming Highway 372

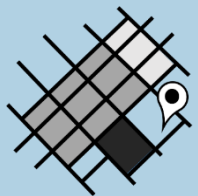
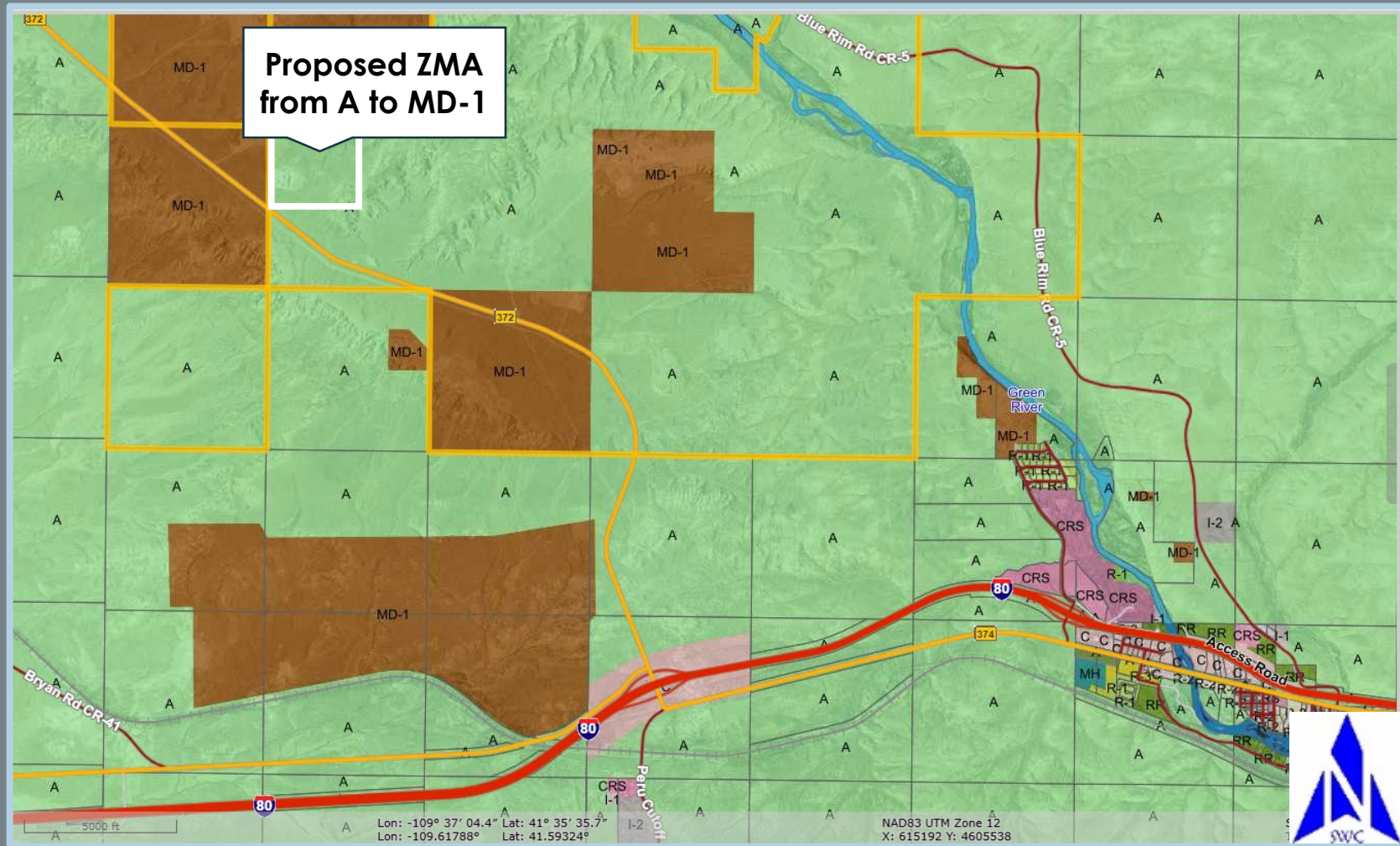


JOSEPH AMANTE- CLYDE COMPANIES
ZMA – A TO MD-1

The purpose of this hearing is a Zone Map Amendment from Agriculture (A) to Mineral Development (MD-1) to allow for expansion of the existing Layos gravel pit. The Layos pit is 40 acres, which is the maximum gravel quarry size permitted within Agriculture zoning. The intent is to expand the Layos gravel pit to 160 acres total. This size of gravel quarry is permitted in MD-1 zone districts with an approved Gravel Mining Permit.



APPLICATION SUMMARY



ZONING MAP



View to the North



Public Notice
6/30/2025



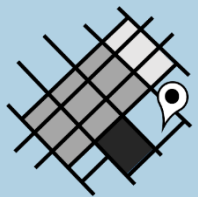
View to the East



View to the South

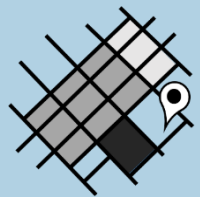


View to the West



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.



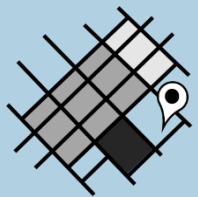
REVIEW CRITERIA FOR ZMA

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 MD-1 zoned land surrounding the existing gravel pit.



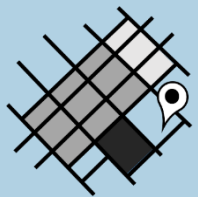
REVIEW CRITERIA FOR ZMA

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

This parcel is surrounded by Agriculture and Mineral Development 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.

There are adequate public facilities already located on the existing property.



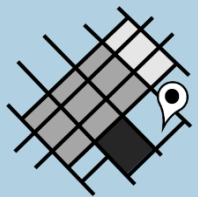
REVIEW CRITERIA FOR ZMA

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.



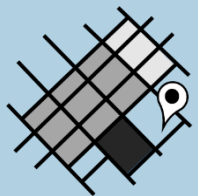
REVIEW CRITERIA FOR ZMA

Erin Boling- Rocky Mountain Power: “Please be cognizant of Rocky Mountain Power's transmission line that runs through the SE portion of this area.”

- Response from Applicant: “We have an internal standard for working next to power lines/ transmissions lines and have offsets to avoid any impact. I'll reach out to RMP and verbalize our projected impacts and see the mine plan will need to be modified. The transmission lines on the property should not impact the zoning change and we are excited to move forward.”

Jared Martin: “Tesoro Logistics Northwest Pipeline is clear.”

Mark Beery- Lumen: “We look to have copper in the row on 372. No conflict.”

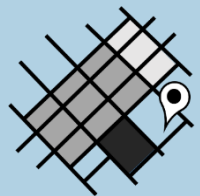


PUBLIC/AGENCY COMMENTS

Land Use Staff Comments:

Staff recommends approval of Recommendation 25-08-ZO-02

At the, August 13, 2025 Planning and Zoning Commission Meeting, the P&Z Commission voted 4-0 to recommend approval of Resolution 25-08-ZO-02 for a Zone Map Amendment from A to MD-1, as requested by the applicant.



STAFF RECOMMENDATIONS

**Recommendation 25-08-ZO-02 for Approval of
25-08-ZO-02 FOR APPROVAL OF A ZONING MAP AMENDMENT
FROM AGRICULTURE (A) TO MINERAL DEVELOPMENT(MD-1) REQUESTED BY
JOSEPH AMANTE (CLYDE COMPANIES)**

WHEREAS, Joseph Amante (Clyde Companies) is requesting a Zoning Map Amendment from Agriculture (A) to Mineral Development (MD-1) 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 160 acres of land owned by Rock Springs Grazing Association which is legally described as:

*NW4 Section 29 Township 19 North, Range 108 West of the 6th Principal Meridian,
Sweetwater County, Wyoming.*

WHEREAS, the Sweetwater County Planning and Zoning Commission held a public hearing in accordance with the procedural requirements of the 2015 Zoning Resolution on August 13, 2025 to consider the applicant's request; and,

WHEREAS, after due consideration and discussion, the Planning and Zoning Commission voted 4-0 to recommend approval of the Zoning Map Amendment from Agriculture (A) to Mineral Development (MD-1).

NOW THEREFORE, the Sweetwater County Planning and Zoning Commission recommends APPROVAL of the Zoning Map Amendment from Agriculture (A) to Mineral Development (MD-1) in accordance with Amendment Application #2025-017 and the 2015 Zoning Resolution.

Dated this 13th day of August 2025

Attest:

Sweetwater County
Planning and Zoning Commission

Cynthia L. Lane, County Clerk

Mark Lyon, Chairman

**RESOLUTION 25-08-ZO-02 FOR APPROVAL OF
A ZONING MAP AMENDMENT
FROM AGRICULTURE (A) TO MINERAL DEVELOPMENT (MD-1) REQUESTED BY
JOSEPH AMANTE (CLYDE COMPANIES)**

WHEREAS, Joseph Amante (Clyde Companies) is requesting a Zoning Map Amendment from Agriculture (A) to Mineral Development (MD-1) 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 160 acres of land owned by Rock Springs Grazing Association* which is legally described as:

*NW4 Section 29 Township 19 North, Range 108 West of the 6th Principal Meridian,
Sweetwater County, Wyoming.*

WHEREAS, the Sweetwater County Board of County Commissioners held a public hearing in regards to this matter on August 19, 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 Agriculture (A) to Mineral Development (MD-1) in accordance with the 2015 Zoning Resolution and Amendment Application #2025-017 with the following conditions:

Dated this 19th day of August 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: August 19, 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 25-08-ZO-03 - A Zoning Map Amendment, in accordance with Section 20 of the Sweetwater County Zoning Regulations as requested by Jon and Cara Aimone for the zoning district of approximately 61.98 acres more or less to be amended from Single Family Residential (R-2/SF) to Rural Residential (RR)
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? No	If you are submitting a Resolution or Proclamation, please forward in Word format to: shoemakers@sweetwatercountywy.gov
Additional Information:	
Attachments: ZMA- Resolution.docx August 19, 2025 BCC Staff Report PH. 3.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

[ZMA- Resolution.docx](#)

[August 19, 2025 BCC Staff Report PH. 3.pdf](#)

**RESOLUTION 25-08-ZO-03 FOR APPROVAL OF
A ZONING MAP AMENDMENT
FROM SINGLE FAMILY RESIDENTIAL (R-2/SF) TO RURAL RESIDENTIAL (RR)
REQUESTED BY JON AND CARA AIMONE**

WHEREAS, Jon and Cara Aimone is requesting a Zoning Map Amendment from Single Family Residential (R-2/SF) to Rural Residential (RR) 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 61.98 acres of land owned by C4 Cattle Company LLC. which is legally described as:

*The NW4 of Section 33 Township 19 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 August 19, 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 Single Family Residential (R-2/SF) to Rural Residential (RR) in accordance with the 2015 Zoning Resolution and Amendment Application #2025-018.

Dated this 19th day of August 2025.

Sweetwater County
Board of County Commissioners

Keaton D. West, Chairman

Taylor C. Jones, Member

Island Richards, Member

Robert D. Slaughter, Member

ATTEST:

Cynthia L. Lane, County Clerk

Mary E. Thoman, Member

Property Owner: C4 Cattle Company LLC

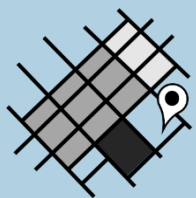
Applicant: Jon and Cara Amione

Legal Description: Approximately 61.98 acres of land in the E2NW4 Sec. 33 T20N R105W

Address: N/A

Current Zoning: R-2/SF

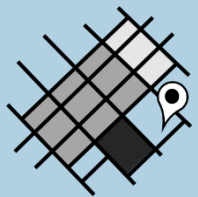
Infrastructure: Fire District #1 Response Area
Ten Mile Water and Sewer District
Kelly Road (Private Road)



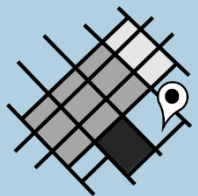
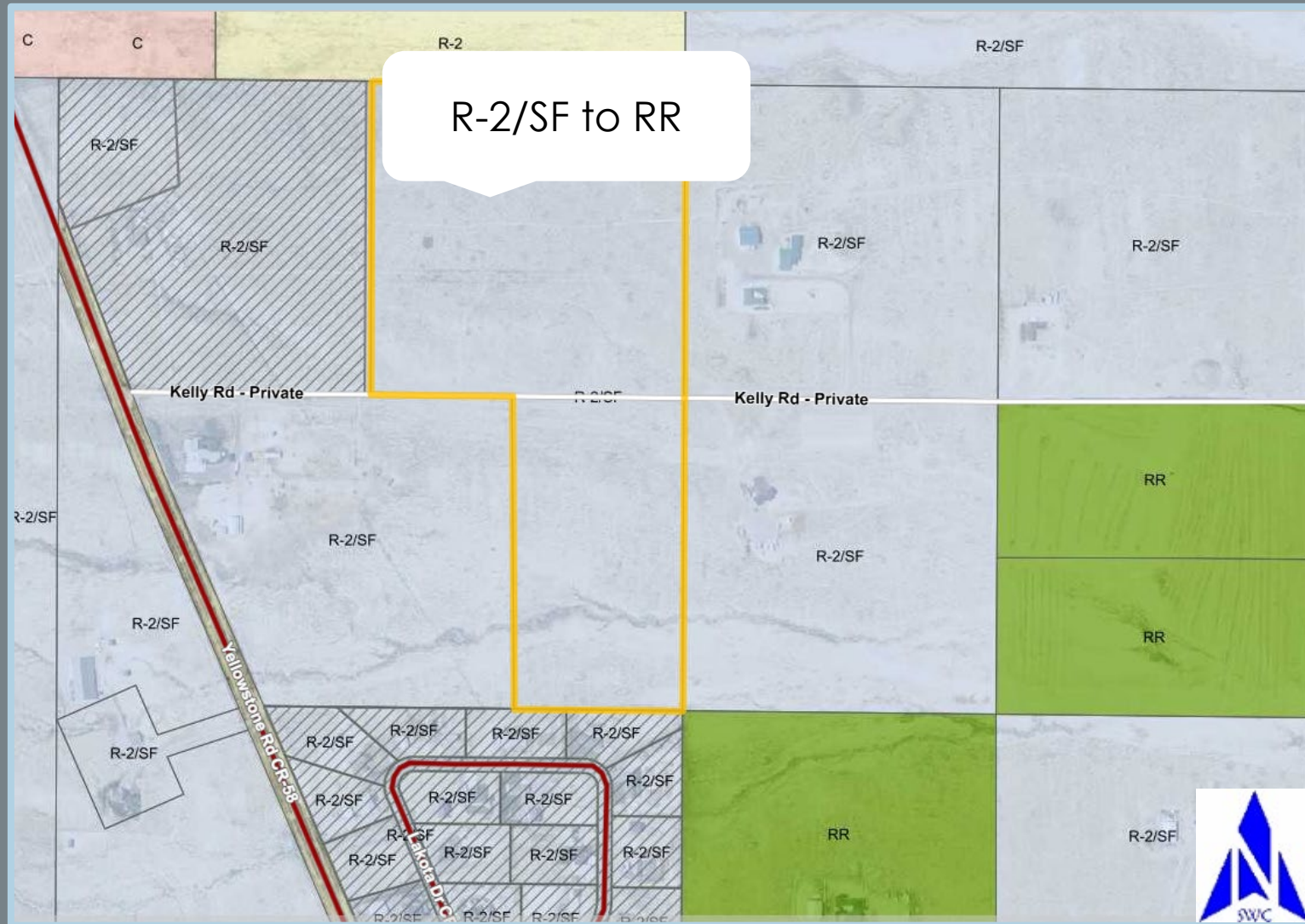
JON AND CARA AMIONE- C4 CATTLE COMPANY LLC
ZMA FROM R-2/SF TO RR

The purpose of this hearing is to amend the zoning of said parcel from Single Family Residential (R-2/SF) to Rural Residential (RR) to better meet the needs of the property owner. Multiple other properties in the vicinity are also zoned for Rural Residential use.

The applicant stated that the reason for the proposed Zone Map Amendment is as follows: "The County provided services and utilities are limited. The area is open range and utilized according to the agricultural district purpose. It is open range and livestock graze it and adjacent lands yearly. Meanwhile, no foreseeable future exists where the intended best use current zoning may be realized. We intend to put a home with out buildings and corrals to support our family's agricultural activities like 4H and FFA."



APPLICATION SUMMARY



ZONING MAP



View to the North



View to the South

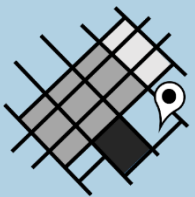


Public Notice
7/1/2025

View to the East

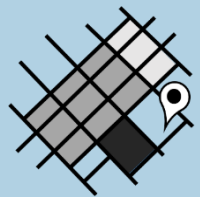


View to the West



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.



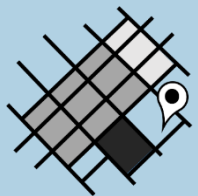
REVIEW CRITERIA FOR ZMA

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. As shown in the zoning map, multiple parcels in the vicinity are also zoned for Rural Residential use.



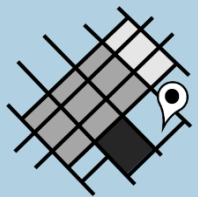
REVIEW CRITERIA FOR ZMA

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

This parcel is surrounded by other large parcels zoned for Rural Residential use.

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.

Access to the property via Kelly Road exists. Provisions for other facilities will be made during the Construction Permitting Process.



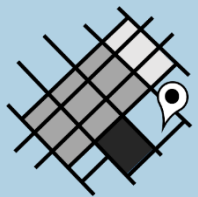
REVIEW CRITERIA FOR ZMA

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.

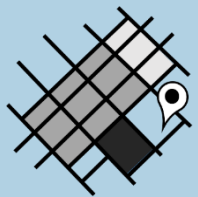
This amendment conforms with the 2015 SWC Zoning Resolution.



REVIEW CRITERIA FOR ZMA

Jared Martin: "Tesoro Logistics Northwest Pipeline is clear."

Charlotte Pruden Ross (Adjacent Property Owner)-The Indian Knolls Subdivision on Lakota has a drainage ditch that is located along the South side property boundary. This drainage abuts Charlotte Pruden Ross's property, and she wanted to make sure that this drainage ditch is not removed.

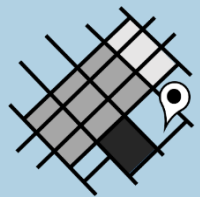


PUBLIC/AGENCY COMMENTS

Land Use Staff Comments:

Staff recommends approval of Zone Map Amendment 25-08-ZO-03.

At the, August 13, 2025 Planning and Zoning Commission Meeting, the P&Z Commission voted 4-0 to recommend approval of Resolution 25-08-ZO-03 for a Zone Map Amendment from R-2/SF to RR as requested by the applicant.



STAFF RECOMMENDATIONS

**Recommendation 25-08-ZO-03 for Approval of
A Zoning Map Amendment
From Single Family Residential (R-2/SF) to Rural Residential (RR)
Requested by Jon and Cara Aimone**

WHEREAS Jon and Cara Aimone are requesting a Zoning Map Amendment from Single Family Residential (R-2/SF) to Rural Residential (RR) 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 61.98 acres of land owned by C4 Cattle Company LLC. which is legally described as:

*The NW4 of Section 33 Township 19 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 August 13, 2025 to consider the applicant's request; and,

WHEREAS, after due consideration and discussion, the Planning and Zoning Commission voted 4-0 to recommend approval of the Zoning Map Amendment from Single Family Residential (R-2/SF) to Rural Residential (RR).

NOW THEREFORE, the Sweetwater County Planning and Zoning Commission recommends APPROVAL of the Zoning Map Amendment from Single Family Residential (R-2/SF) to Rural Residential (RR) in accordance with Amendment Application #2025-018 and the 2015 Zoning Resolution.

Dated this 13th day of August 2025

Attest:

Sweetwater County
Planning and Zoning Commission

Cynthia L. Lane, County Clerk

Mark Lyon, Chairman



MEETING REQUEST FORM

Meeting Date Requested: August 19, 2025	Contact Phone and E-mail: Connie Van Matre vanmatrec@sweetwatercountywy.gov
Presenters Name, Title and Name of Organization: Eric Bingham, Land Use Director	Exact Wording for Agenda: Resolution 2025-08-CC-05 -Certified Resolution to 2015 Zoning Resolution 2025-08-CC-05 Sections 4, 5, 17, 19, and 21.
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? No	If you are submitting a Resolution or Proclamation, please forward in Word format to: shoemakers@sweetwatercountywy.gov
Additional Information:	
Attachments: 2015 ZLA Zoning Amendments Certified Resolution.docx 2015 ZLA Zoning Amendments Certification Page.docx 2015 Zoning Resolution Draft Proposed Defintions.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

[2015 ZLA Zoning Amendments Certified Resolution.docx](#)

[2015 ZLA Zoning Amendments Certification Page.docx](#)

[2015 Zoning Resolution Draft Proposed Definitions.pdf](#)

RESOLUTION 25-08-CC-05
PROPOSED LANGUAGE AMENDMENTS TO
THE 2015 SWEETWATER COUNTY ZONING RESOLUTION
SECTIONS 4, 5, 17, 19, AND 21

WHEREAS, on May 1st, 2025 the Sweetwater County Land Use Department advertised that a public hearing would be held on June 11, 2025 at 10:00 a.m. proposing Language Amendments to Sections 4, 5, 17, 19, and 21 of the 2015 Zoning Resolution, and;

WHEREAS, the Sweetwater County Planning and Zoning Commission held a public hearing on June 11, 2025 at which time public comments were requested and received, and,

WHEREAS, the Sweetwater County Planning and Zoning Commission voted 3-0 to recommend the attached language amendments entitled Certified Language Amendments to the 2015 Zoning Resolution; Planning and Zoning Commission Certified Recommendation 25-06-PZ-02;

WHEREAS, the Sweetwater County Board of County Commissioners held a public hearing in regards to this matter on June 17, 2025 and gave due consideration to the recommendation of the Planning and Zoning commission, as well as to all the evidence and testimony presented at the hearing, and voted 5-0 to sign and did sign a Notice of Intent to consider adoption of the language amendments to the Sweetwater County Zoning Resolution, and;

WHEREAS, this Notice of Intent called for public comments to be received by August 1, 2025 and that the Sweetwater County Board of County Commissioners would consider adoption of these new rules after a public hearing on August 19, 2025 notice of which was advertised on July 3, 2025;

NOW THEREFORE that the Sweetwater County Board of County Commissioners ADOPTS the Language Amendments to Sections 4, 5, 17, 19, and 21, which are attached hereto and entitled "Board of County Commissioners Resolution 25-06-CC-01; Proposed Language amendments to the Sweetwater County Zoning Resolution; AMENDMENTS TO "DEFINITIONS," and allows the Land Use Department to recognize section and subsection and to make minor administrative changes.

Dated this 19TH day of August, 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 Thoman, Member

CERTIFICATION
AMENDED RULES AND REGULATIONS OF THE
SWEETWATER COUNTY ZONING RESOLUTION
SWEETWATER COUNTY BOARD OF COUNTY COMMISSIONERS
SWEETWATER COUNTY, WYOMING

We hereby certify that Resolution 2025-06-CC-01 regarding Language Amendments to Sections 4, 5, 17, 19, and 21 of the Sweetwater County Zoning Resolution has been approved by the Sweetwater County Board of County Commissioners in accordance with all applicable provisions of the Administrative Procedures Act, including:

1. At its regular meeting on June 17, 2025 the Sweetwater County Board of County Commissioners announced its intent to adopt amendments to the Sweetwater County Zoning Resolution.
2. Prior to adoption, these rules were made available for public inspection, and more than 45 days have lapsed since the Sweetwater County Board of County Commissioners announced its intent to adopt said rules.
3. The amendments to the Sweetwater County Zoning Resolution shall become effective immediately upon filing with the Sweetwater County Clerk.

Dated this 19th day of August 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

Sweetwater County Zoning Resolution

2015 Zoning Resolution

Table of Contents

Section

1. **Authority**
2. **Short Title**
3. **Purpose and Application**
4. **Administration and Enforcement**
5. **District Regulations**
6. **Grandfather Rights**
7. **Conditional Use Permit**
8. **Temporary Uses**
9. **Home Occupations**
10. **Major Site Plans**
11. **Parking Regulations**
12. **Outdoor Lighting Regulations**
13. **Sign Regulations**
14. **Fuel Regulations**
15. **Sexually Oriented Businesses**
16. **Gravel Mining**
17. **Wind Energy Conversion Systems**
18. **Nuisance Regulations**
19. **Supplemental Use Regulations**
20. **Amendment Procedures**
21. **Definitions**
22. **Exhibits**
23. **Amendments**

Section 1. Authority and Repeal of Previous Resolutions

This Sweetwater County Zoning Resolution is adopted pursuant to, in accordance with, and as an exercise of the authority vested in the Board of County Commissioners by the provisions in Wyoming Statutes Annotated §18-5-201 through §18-5-208 as it exists from time to time.

All previous Zoning Resolutions adopted by Sweetwater County, and all amendments thereto, are hereby repealed in their entirety as of the effective date of the 2015 Zoning Resolution.

The effective date of the 2015 Zoning Resolution is November 3, 2015, by Board of County Commissioner's Resolution 15-11-CC-01.

Section 2. Short Title

This Sweetwater County Zoning Resolution and all amendments thereto shall be known, cited, and referred to as the 2015 Zoning Resolution.

Section 3. Purpose and Application

A. Purpose

The zoning regulations hereinafter set forth have been made in accordance with the recommendations of a comprehensive plan and with reasonable consideration being given to, among other things, the character of each of the enumerated districts, their relationship to each other, and the compatibility and appropriateness of the uses in each district. These regulations have been enacted with the following purposes in mind:

1. To guide and regulate the utilization of land for its most appropriate use and to insure orderly growth, development, and redevelopment in the County.
2. To prevent the overcrowding of land or buildings and the undue concentration of population.
3. To lessen congestion in the streets and to reduce the waste of excessive amounts of streets and highways.
4. To allow for the provision of adequate public facilities to serve the present and future population.
5. To secure the safety of the population from fire and other hazards and provide adequate light, air, and convenience of access.
6. To protect the tax base of the County and secure economy in governmental expenditures.
7. To protect the established character and value of buildings and lands throughout the County.
8. To otherwise conserve and promote the public health, safety, convenience, order, and general welfare of the present and future inhabitants of Sweetwater County.

B. Application of Provisions

1. Except as hereinafter provided no lot, tract, parcel or other unit of land shall be used or occupied and no structure shall be located, erected, constructed, reconstructed, enlarged, changed, maintained, altered, used, or occupied except in conformity with all the provisions of the Sweetwater County Development Codes.
2. This Resolution shall apply to all private lands within the unincorporated portions of Sweetwater County and any public lands within the same area that are legally subject to its provisions.
3. The enactment of this Resolution shall not prohibit the legal continuance of the use of any land, building, or structure for the purpose for which such land, building, or structure was used at the time this Resolution takes effect; and it shall not be necessary to secure any certificate permitting such continuance provided, however, that the alteration of or addition to any existing building or structure for the purpose of affecting any change in use within any area subject to the provisions of this Resolution may be regulated or

prohibited. If a non-conforming use is discontinued under the provisions of this Resolution, any future use of such land, building, or structure shall be in conformity with the provisions of this Resolution.

4. No lot or parcel of the district in which it is located, existing at the time of the passage of this Resolution, shall be reduced in dimensions or area below the minimum requirements set forth herein. Lots and parcels created after the effective date of this Resolution shall meet the minimum requirements established by this Resolution.
5. In compliance with W.S. 18-5-201 nothing herein contained shall be construed to prevent any use or occupancy reasonably necessary to the extraction or production of the mineral resources in or under any lands subject to these provisions.
6. The Zoning Certificate, as defined in W.S. 18-5-203, is equivalent to all Zoning Permits and authorizations allowed by the Sweetwater County Zoning Resolution.

C. Establishment of Zoning Districts

In order to carry out the provisions of this Resolution, the unincorporated areas of Sweetwater County shall be divided into the following zoning districts:

1. A (Agricultural)
2. RR (Rural Residential)
3. R-1 (Single Family Residential)
4. R-2 (Mixed Residential)
5. R-2/SF (Single Family Residential)
6. R-3 (High Density Residential)
7. MH (Manufactured Home)
8. CRS (Commercial & Recreational Services)
9. B (Retail Business)
10. C (Commercial)
11. I-1 (Light Industrial)
12. I-2 (Heavy Industrial)
13. MD (Mineral Development)
14. LS (Special Overlay District Governing Minimum Lot Size)
15. AO (Airport Influence Area Overlay)

D. Zoning District Map

1. The computer generated Zoning Map and all future amendments thereto are hereby established to be the Official Zoning Map of Sweetwater County and declared to be a part of this Resolution. The zone districts set forth on the Official Zoning Map are hereby and herewith adopted and approved. In the case of a conflict between the zone district depicted on the Official Zoning Map and the zone district adopted at a hearing pertaining to a particular parcel of property or shown in other official documents of Sweetwater County, the latter shall control. The Department shall maintain true and correct copies of the official Sweetwater County Zoning Map.
2. Unless otherwise defined on the Official Zoning Map, district boundary lines are intended to be lot lines; the centerline of streets, alleys, channelized waterways, or section or township lines; municipal corporate lines; the centerline of stream beds; County boundary lines; or other lines dimensioned or drawn to scale on the Official Zoning Map.

E. Uniform District Regulations

The provisions of this Resolution shall apply uniformly to all geographical areas bearing the same classification as designated on the Official Zoning Map, provided, however, that:

1. No lot or parcel shall hereinafter be divided into two or more zoning districts unless each zoning district complies with the minimum district size.
2. In the event uncertainty shall be deemed to exist on the Official Zoning Map, district boundaries shall be on Section lines; lot lines, the center lines of highways, streets, alleys, railroad rights-of-way, or such lines extended; municipal corporation lines; natural boundary lines, such as streams; or other lines to be determined by the use of scales shown on said map.
3. Where a proposed district boundary line creates a lot or parcel held in ownership that is smaller than the minimum Lot Size for the district in which it is located, the smaller parcel must be combined and amended to the same zone district in which the larger parcel is located.
4. Those legally existing lots or parcels not in conformance at the adoption of this Resolution shall be granted non-conforming status.

F. Severability

If any part or provision of this Resolution or its application to any person, property, or circumstance is adjudged invalid by any court of competent jurisdiction, such judgment shall be confined in its effect to the part, provision, section, or application expressly involved in the controversy, and shall not affect or impair the integrity or validity of the remainder of this Resolution or its application to other persons, property, or circumstances.

G. More Restrictive Regulations Apply

2015 Zoning Resolution Amended
Originally Adopted November 3, 2015 by Resolution 15-11-CC-01

Whenever there is a conflict between one or more requirements of the Sweetwater County Development Codes, the more restrictive regulation shall apply

H. Application Fees

The following Application Fees are required to be paid at the time the application is submitted. These fees are per submittal. Failure to pay the appropriate fees constitutes an incomplete application.

Construction Without a Permit or Before Permit Approval

If construction is commenced before a permit application is submitted or before a permit application is approved, a Late Application Fee will be assessed in addition to the required application fee.

1. Late Application Fee – Residential Permits\$500
2. Late Application Fee – Non-Residential Permits\$1000

I. Residential Permits

J. Applies to RR, R-1, R-2, R-2/SF, R-3 & MH Zoning Districts and Residential Uses/Structures in A Zoning District

K.

1. Zoning Permits\$50
2. Hardship Exceptions\$50
3. Public Hearings\$250

L. Non-Residential Permits

M.

1. Permitted Use Structures\$1500
2. Accessory Use Structures\$500
3. Public Hearings\$500
4. Establishment or Change of Use (No Construction)\$100
5. Grading Permit\$100
6. Sign Permits\$100

N. Amendments.....\$250

O. Wind Energy Conversion Systems Facility Application.....Fees as per WECS Regulations

P. Wind Energy Conversion Systems Construction ApplicationFees as per WECS Regulations

Section 4. Administration and Enforcement

A. Administering Agency

The Department shall have the power and the duty to administer this Resolution. In the performance of these duties the Department shall:

1. Administer rules and procedures for conducting the zoning affairs of Sweetwater County to include the development of necessary forms and permits.
2. Receive and review all applications for Major Site Plans and for permits for construction, alteration, or change of use of land or structures; and approve or disapprove such applications based on their conformance with the provisions of these regulations.
3. Receive all Discretionary Permit Applications; refer such applications to proper agencies for examination; and submit to the Board all such applications together with the recommendations of the examining agencies, Commission and Department.
4. Participate in public hearings before the Commission and Board.
5. Maintain the Official Zoning Map showing the current zoning classification of all unincorporated lands within Sweetwater County.
6. Propose to the Commission and Board any changes to this Resolution or the Official Zoning Map that may from time to time be desirable or necessary. All such changes shall be subject to the amendment procedures set forth in this Resolution.
7. Make any necessary examinations or investigations as allowed by law relative to the use of land or structures to determine compliance with these regulations.
8. Upon reasonable cause revoke any Zoning Permit or take any other lawful action as may be provided to ensure substantial compliance with the provisions of this Resolution.
9. To act as an agent for the Board to declare and abate nuisances which the Board determines to be a threat to health and safety.
10. Maintain such records and files as may be necessary in the efficient conduct of the above duties.

B. Permits

1. A permitted use or structure must be established on a lot or parcel before an accessory use or structure is allowed to be established or utilized.
2. Only one permitted use shall be allowed per lot or parcel unless multiple uses are permitted through the Conditional Use, Temporary Use, or Major Site Plan process, if applicable.
3. No building or structure shall be commenced, erected, or altered until a Zoning Permit for CONSTRUCTION OR ALTERATION has been issued by the Department

certifying that the proposed building or structure complies with all of the provisions of this Resolution. The following shall not require a Zoning Permit:

- a. Residential accessory structures, such as a shed, or residential accessory structure shipping containers, which are accessory to an approved permitted residential use and which meet the following criteria:
 - (1) 200 square feet or less in size.
 - (2) One story in height.
 - (3) Not attached to a structure containing a Permitted Use.
 - (4) Meets all setback requirements.
- b. A site built structure located in the Agriculture (A) Zoning District normally associated with agricultural purposes such as a barn.
- c. A retaining wall, fence, flagpole, monument or statuary.
- d. A roadway, bridge, railroad, pipeline, underground tank, underground mining activity or a utility line or utility pole for consumer service.
- e. A manufactured home on a sales lot.
- f. A manufactured home in a non-conforming Mobile Home Court or Park.
- g. Solar Energy Systems - On-site; roof mounted with a total nameplate capacity of less than 5 kW and ground mounted solar energy systems with a total footprint of less than 50 percent of the primary structure.

A Zoning Permit in compliance with this Resolution may be approved for up to 18 months from the date of issuance at which time any and all CONSTRUCTION OR ALTERATION shall be completed. The Department is authorized to grant, in writing, one extension of six months. Permit extensions shall not be approved as a way to circumvent a zoning violation or to keep a property out of compliance with this Resolution.

- 4. Neither the use of any land nor the use within any building or structure shall be established or changed until a Zoning Permit termed a USE PERMIT has been issued by the Department certifying that the use complies with all of the provisions of this Resolution. Such a permit shall not be required for Accessory Uses.
- 5. Applications for Zoning Permits required by this Resolution shall be accompanied by a site plan, drawn to scale, containing the following information:
 - a. Address of the property
 - b. Legal description

- c. Location and dimensions of the land area in question
- d. Size, shape, dimensions and location of existing or proposed structures
- e. Location of fire hydrants
- f. Access including dimensions, distance from property corners and size of culvert
- g. General drainage of lot or parcel
- h. Parking and loading areas as required
- i. Commercial signage, if applicable
- j. Septic and well locations
- k. Fuels being used or stored on the property
- l. Utilities
- m. Easements
- n. Outdoor storage areas
- o. Residential floor plan including rooms labeled and dimensioned, size of egress windows and doors, location of required smoke alarms and carbon monoxide detectors, type of door hardware, hallway widths, width of stairs and garage or building separation material
- p. Commercial floor plan including rooms labeled and dimensioned, size of egress windows and doors, location of smoke alarms, type of door hardware, hallway widths, width of stairs and garage or building separation material, location and type of exit signs, details of emergency lighting plan and location of fire extinguishers

The Department may require additional information, such as professionally prepared and stamped drawings by a Wyoming Licensed Surveyor, Engineer or Architect if, after review, it is deemed that such specific site plan requirements are necessary.

In addition to complying with these Regulations, the applicant shall be required to comply with rules and regulations administered by other County agencies, such as County Health and Emergency Management, utility companies, special service districts and State and Federal agencies such as the Wyoming Department of Transportation and the Wyoming Department of Environmental Quality. The applicant shall notify and work directly with these agencies to ensure compliance with their rules and regulations.

- 6. The Department shall act promptly upon any permit application filed with it and shall grant permits in all cases where the proposed construction or use complies with the requirements of this Zoning Resolution; and, if it denies the application, shall specify the reasons for such denial.

7. Permits shall not be required for legally existing structures, nor for the use of any structure or land area legally established prior to the effective date of this Resolution provided, however, that any future modifications to existing structures or changes of use of any structure or land area shall require permits as provided by this Resolution and meet the requirements of nonconforming uses and structures.
8. A copy of all issued permits shall be filed by the Department and shall be available for examination.
9. Provisional Construction Permit

By issuance of a Provisional Construction Permit, the applicant is allowed to begin construction of a building or structure prior to completion and acceptance of required public improvements in a subdivision. Required public improvements are those improvements listed in the Engineer's Estimate and/or Improvements Agreement. Occupancy and use of the building or structure is not allowed until initial acceptance of the required public improvements. However, if road construction and fire protection are required public improvements for the subdivision, the road must meet IFC standards and fire protection must be in place prior to issuance of a Provisional Construction Permit.

A Provisional Construction Permit application shall contain the same information as that of a Zoning Permit for Construction/Use as well as meet the site plan requirements of Section 4.B.3. The Provisional Construction Permit shall replace the need for a Zoning Permit for Construction/Use and must be approved before beginning construction.

The fee for a Provisional Construction Permit shall be the same as the fee required for a Zoning Permit for Construction/Use.

Once the subdivision is initially accepted by the Board, buildings will be inspected for IFC compliance and, if passing inspection, shall be approved by the Department and allowed to be used and/or occupied.

C. Lot and Parcel Standards

All lots and parcels shall comply with the following:

1. Occupancy

In a residentially zoned district, only one permitted use or structure is allowed per lot or parcel. Permitted and Accessory structures may be built simultaneously under the same permit, but an Accessory Structure may not be utilized until the Permitted Structure is allowed to be occupied.
2. Water
 - a. Construction of potable water systems in Sweetwater County shall meet the standards and requirements of Sweetwater County Environmental Health, Wyoming Department of Environmental Quality, water and/or sewer district or,

if applicable, the State Engineer's office for a private well.

- b. Within the Growth Management Plan Boundary, all development approvals of occupied structures and subdivision lots shall be served by a public water system. The Department may waive the requirement for public water for Zoning Permits for construction with concurrence of the municipality or water and/or sewer district board if the parcel is located more than 400 feet from a public water system.
- c. The private water system meets the requirements of Sweetwater County Environmental Health or Wyoming Department of Environmental Quality.

3. Wastewater and Sewage

- a. All development approvals of occupied structures and subdivision lots shall be served by an approved means of wastewater and sewage collection and treatment.
- b. Construction or improvements of wastewater and sewage collection and treatment improvements and systems in Sweetwater County shall meet the standards and requirements of Sweetwater County Environmental Health, Wyoming Department of Environmental Quality and water and/or sewer district.
- c. Within the Growth Management Plan Boundary, all development approvals of occupied structures and subdivision lots shall be served by a public sewer system. Upon development all lots and parcels shall be served by a public sewer system unless waived by the Department and in concurrence with local municipalities and water and/or sewer district boards if the parcel is located over 400 feet from a public sewer system.
- d. The private sewage system meets the requirements of Sweetwater County Environmental Health or Wyoming Department of Environmental Quality.

4. Fire Protection

All development approvals within the unincorporated areas of Sweetwater County shall require compliance with the IFC.

5. Access Standards

Unless exempt, all development approvals in the unincorporated areas of Sweetwater County shall have an approved, legal access to the lot or parcel that meets the following requirements:

- a. Legal access shall be by county road, public street or private road as allowed by this resolution.
- b. A private road may be utilized to provide access for residential development if the following requirements are met:

- (1) The lot or parcel is outside of one mile from a municipal boundary.
- (2) The road will provide access to eight or fewer dwelling units.
- (3) The private road shall not exceed one and one-quarter mile. Private roads exceeding that length may be approved through the public hearing process.
- (4) The property is not the subject of a subdivision permit.
- (5) The minimum parcel size is 35 acres, if located within the Growth Management Area boundary.
- (6) Private Access Easements

The minimum private access easement shall be as follows:

- a. 60 feet for all lots or parcels within the Growth Management Area.
- b. 60 feet for all lots or parcels which are smaller than 35 acres.
- c. 40 feet for all parcels outside of the Growth Management Area.
- d. 40 feet for all parcels which are 35 acres or larger.

The Director may allow a reduction in width for a limited distance of travel due to location, topography, waterway, nonnegotiable grades or other similar circumstances not created by the applicant.

- (7) Private Road Construction Standards
 - a. All Private roads must be certified by a Professional Engineer licensed in the State of Wyoming that the road has been constructed to IFC standards.
 - b. All private roads providing access for three to eight dwelling units shall be a minimum of 20 feet.
 - c. Private roads shall follow property lines as closely as reasonably allowed. Deviations of over 100 feet shall be approved by the Department.
 - d. Property owners utilizing a private road shall submit to the Department and record against their property, in the Office of the Sweetwater County Clerk, a Release and Waiver of Services for Private Roads as shown in the Exhibits section.

- e. Private roads will not be maintained by the County. Private landowners are responsible for maintenance.
- f. Outside of the Growth Management Area boundary, private roads less than one-quarter mile in length and which provide access to two or fewer dwelling units may be constructed of a 14-foot all-weather driving surface with pullouts at 150-foot intervals and built to IFC standards but does not require certification of construction.

(8) Private Road Identification

Private Roads that provide access to four or more dwelling units shall be named and posted. Street names shall be subject to approval of the Department and the landowners shall be responsible for the installation and maintenance of street signs. Street signs shall be placed at all intersections.

c. Exemptions from Access Standards

Exemptions from access standards are allowed for the following uses:

- a. Unmanned communication facilities
- b. Forest management and logging
- c. Agricultural buildings
- d. Utility and service installations
- e. Mining
- f. Mineral exploration and drilling
- g. Compressor Stations
- h. MET towers
- i. Fiber optic booster stations

j. Unmanned or remotely located evaporation ponds

j.k. Wireless Communication facilities

Formatted: Not Expanded by / Condensed by

Formatted: Font: 12 pt

Formatted: Indent: Left: 0.65", Hanging: 0.5", No bullets or numbering, Tab stops: Not at 2.67"

6. Grading and Drainage

The following regulations shall apply to all grading, excavation, earthwork, construction, fills and embankments, etc. as part of the development of a lot or parcel. Grading and other earthwork that is not part of an approved zoning permit for construction will require an approved Grading Permit meeting the requirements of this

Resolution.

a. Dust Control

Reasonable efforts that are consistent with dust control must be made to control blowing dust during the actual grading of the site and when grading has been completed.

b. Maximum Slope

The slope of cut surfaces shall be no steeper than is safe for the intended use unless the applicant furnishes a soils report, certified by a Wyoming Licensed Professional Engineer that meets the following:

- (1) All cuts, fills, buildings, structures, roadways, parking lots and other constructed facilities are designed to prevent erosion and slope and structural instability.
- (2) The drainage, soil and geotechnical characteristics of the developed site will not adversely affect adjacent properties, upstream and downstream lands or the stability of the hillside.
- (3) Adequate and appropriate erosion control measures are included as part of the site design.

c. Erosion

Faces of cut and fill slopes shall be prepared and maintained to control erosion. Where necessary, check dams, cribbing, riprap or other devices or methods shall be employed to control erosion and provide safety. Revegetation is required.

d. Fills

The ground surface shall be prepared to receive fill by removing vegetation, topsoil and other unsuitable materials and scarifying the ground to provide a bond with the fill material. Fills shall be compacted to appropriate engineering standards. Fill material shall not include organic, frozen, deleterious or hazardous materials.

e. Drainage

Swales or drainage ditches shall be provided as necessary to provide for safe and adequate removal of surface runoff. Drainage across property lines shall not exceed that which existed prior to grading. Excess or concentrated drainage shall be contained on-site or directed to an approved drainage facility. Erosion of the ground in the area of the discharge shall be prevented by installation of non-erosive down drains or other devices.

7. Manufactured Homes

A Manufactured Home is used for occupancy as a principal residence by a single family or as an accessory residence for a caretaker. Two or more manufactured homes shall not be combined, nor shall a manufactured home be combined with any other permitted or accessory structure except for an addition or an attached garage if the Manufactured Home is on a permanent foundation.

A manufactured home may not be used for any purpose other than a residence except that one manufactured home may be used as a chicken coop in the Agriculture (A) zoning district provided that the following conditions are met:

- a. The lot or parcel is a minimum of 40 acres. More than one manufactured home/chicken coop per 40 acres shall only be allowed through the Conditional Use Permit process.
- b. The manufactured home/chicken coop is accessory to a permitted residential dwelling.
- c. The manufactured home/chicken coop shall be for the sole use of the landowner.
- d. The manufactured home/chicken coop shall not be used for human occupancy.
- e. The manufactured home/chicken coop shall meet the architectural style and color of the main dwelling and no additions shall be allowed.
- f. All kitchen, bathroom, heating fixtures, appliances and carpeting must be removed.
- g. The inside and the outside of the manufactured home/chicken coop must be kept free of any nuisance conditions.

8. Shipping Containers

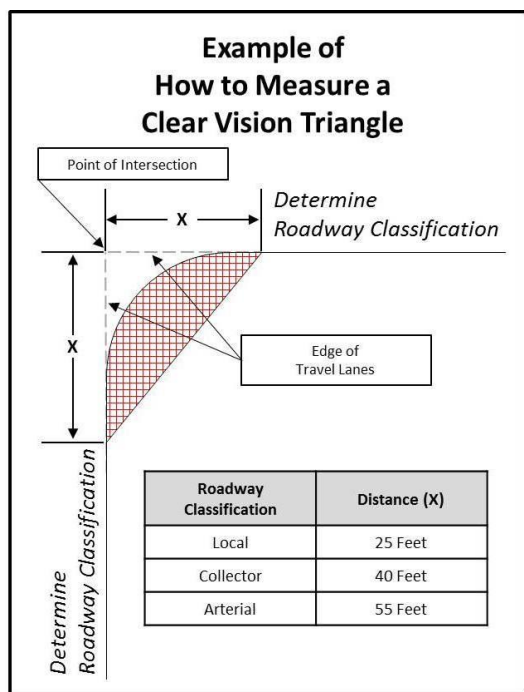
Shipping containers, portable storage containers, or other fully enclosed, box-like containers designed for ease of loading to and from a transport vehicle shall not be used or stored for any purpose on residentially zoned property unless approved through a Temporary Use Permit, Conditional Use Permit, or Zoning Permit, unless exempt by Section 4.B.a of this Resolution.

9. Fencing

Fences, walls and plantings may be erected on any part of the lot or parcel without applying for a permit but must meet the fencing requirements of the district in which the property is located and the requirements of the Clear Vision Triangle. When required as screening, fences shall be constructed of a uniform material and built to a uniform height.

10. Clear Vision Triangle

On corner lots or parcels, nothing shall be erected, placed, planted or allowed to grow in such a manner as to impede vision between a height of three and eight feet above the centerline street grade within the designated clear vision triangle. On corner lots or parcels the size of the sight triangle is based on the type of street involved: 55 feet for arterial streets, 40 feet for collector streets and 25 feet for local streets. The clear vision triangle is the triangle having sides 25, 40, or 55 feet as measured along the edge of travel lanes of each intersecting street. The triangle thus begins at the point where the intersecting edge of each travel lane would meet, thence 55, 40, or 25 feet measured back along the edge of travel lanes, then diagonally across the corner lot or parcel connecting the edge of travel lanes. See drawing.



11. Solar Energy System – On-Site

a. Height

- (1) Building or roof-mounted solar energy systems on site shall not exceed the maximum allowed height in any zoning district.
- (2) Ground or pole-mounted solar energy system on-site shall not exceed 15 feet in height when oriented at maximum tilt.

b. Setbacks

- (1) Ground mounted solar energy systems may not extend into the front, side or rear setback when oriented at minimum design tilt.
- (2) The total area of the ground mounted system cannot exceed 10 percent of the lot or parcel area.

c. Approved Solar Components

- (1) Electric solar components shall have UL listings and with the National Electric Code.

d. Visual Appearance

- (1) Solar panels shall be placed such that concentrated solar radiation or glare shall not be directed onto nearby properties or roadways.

12. Growth Management Area Supplemental Regulations

The following regulations apply to lots and parcels to be developed in the Growth Management Area and which are designated as being within the Highway, Scenic and/or Slope Overlay Areas on the map located in the Exhibits section.

a. Highway Overlay Regulations

- (1) The purpose of the Highway Overlay Regulations is to create inviting entryways into the cities and communities of the County, to attract business investment to the County; to reduce trash, clutter and the nuisances created by them; and to improve the appearance of the areas adjacent to major roadways in the County for the benefit of its citizens.
- (2) On all properties and portions of properties located within 1,000 feet from the centerline of designated highways, the following requirements shall be in addition to the requirements of the zoning district in which the property is located:
 - a. All outside storage and work areas visible from the designated highways shall be screened. Displays of products for merchandising purposes need not be screened.
 - b. No storage shall be visible above the fence when viewed standing at ground level at the lot line. Screening fences shall be a minimum of six feet above finished grade. The Director may approve alternative screening plans and methods.
 - c. Landscaping is encouraged and the use of native vegetation and/or seed mixes that discourage weeds is recommended.

b. Scenic Overlay Regulations

- (1) The purpose of the Scenic Overlay Regulations is to preserve scenic vistas and characteristic geographical features.
- (2) On all properties and portions of properties located within the affected areas, the following requirements shall be in addition to the requirements of the zoning district in which the property is located:
 - a. Siting/location/design of structures in a manner that avoids abrupt disruptions of the natural skyline along topographic high points and ridgelines is encouraged.
 - b. Cuts and fills shall be stabilized and re-vegetated
 - c. No storage shall be visible above the fence when viewed standing at ground level at the lot line. Screening fences shall be a minimum of six feet above finished grade. The Director may approve alternative screening plans and methods.

c. Slope Overlay Regulations

- (1) The purpose of the Slope Overlay Regulations is to prevent property damage and public hazards from erosion, slope instability, flooding and rock-fall which can occur due to poorly designed and constructed improvements on slopes.
- (2) On all areas that would affect slopes of 15% or greater, the following requirements apply in addition to the requirements of the zoning district in which the property is located:
 - a. A contour map at a scale sufficient to determine whether 15% or greater slopes are present in the area proposed for development.
 - b. A vegetation removal and restoration plan.
 - c. A certification by a Wyoming Licensed Professional Engineer that:
 - i All cuts, fills, buildings, structures, roadways, parking lots, and other constructed facilities are designed to prevent erosion and slope and structural instability.
 - ii The drainage, soil and geotechnical characteristics of the developed site will not adversely affect adjacent properties, upstream or downstream lands, or the stability of the hillside.

- iii Adequate and appropriate erosion control measures are included as part of site design.

13. Lot Split Development Standards

A Lot Split shall be defined as the subdivision of a lot within a platted subdivision which was split prior to July 1, 2001.

a. Application Requirements

- (1) A Record of Survey meeting the requirements of the Sweetwater County Subdivision Regulations.

b. Development Standards

- (1) Each lot shall incorporate the easements necessary for perpetuation of drainage, access and utilities.
- (2) The applicant is responsible for obtaining all necessary approvals and accesses for all easements.
- (3) The lot split will meet the minimum development standards of this Resolution.
- (4) Lot splits that create parcels without direct access to a public street shall provide access with an access easement.

c. Waiver of Requirements

The Director may waive an Application Requirement or Development Standard if waiving the requirement or standard will not be injurious to neighboring landowners.

d. Review and Approval

The Lot Split documents shall be reviewed and approved by the Department.

D. The Public Hearing Process

Public hearings provide an applicant the opportunity to present a Discretionary Permit Application to the public and explain why they believe their proposed application is appropriate for their property and the community. It is also an opportunity to provide testimony and discussion about the application.

Unless otherwise provided for in this Resolution, applications requiring public hearings shall meet the following:

1. Review

The Department shall review the application for compliance with these regulations.

Some applications may require an IFC inspection before the hearing. Once the application is ready to be heard, it shall be scheduled for public hearing at the next available regularly scheduled meeting of the Commission and/or the Board. Typically, there will be two hearings; one before the Commission and one before the Board, although some applications only require a public hearing before the Board.

2. Advertising

Notice of the time and place of the public hearings as well as the nature of the application sought shall be advertised in a newspaper of general circulation in the County for a minimum of 30 days before the first scheduled public hearing.

3. Posting

Notice of the time and place of the public hearing as well as the nature of the application sought shall be posted on the property affected by the application, or at the nearest major crossroad, for a minimum of 14 days before the scheduled public hearing.

4. Comments

The Department will solicit comments from parties of interest allowing 20 days from the date of the advertised notice for comment return. A party of interest that fails to respond within that 20-day period will be considered supportive of the application.

5. Land Use Department

The Department shall prepare information pertinent to the application in a staff report and participate in all public hearings regarding the application. All comments received will be included in the staff report and the Department may include applications, site plans, maps, etc. for clarification and explanation.

If the subject parcel/lot is located within a MD-1 or MD-2 Overlay Zone District, the applicant shall solicit comments from all owners/solicitors of mineral rights and provide them to the Department 14 days prior to the Planning and Zoning Commission and Board of County Commissioner hearings.

6. Planning and Zoning Commission

The Commission shall hear the application and accept public comments from interested parties. After the public hearing and after due deliberation, the Commission shall certify its findings and recommendations to the Board. The Commission may approve, approve with conditions or deny an application or the public hearing may be tabled.

- a. A hearing item may be tabled for a specific reason and a specific time frame for tabling must be stated in the motion by the Commission.
- b. If the Commission requires additional information or changes to the applicant's request, the applicant must fulfill the requirements of the motion by the time frame indicated or the Commission may deny the applicant's request.

7. Board of County Commissioners

The Board shall hear the application at a public hearing at which all interested parties shall have an opportunity to be heard. After the public hearing has been held, the Board shall take into consideration all of the evidence, comments and the recommendation of the Commission and then shall vote on the matter before it. The Board may approve, approve with conditions or deny an application or the public hearing may be tabled.

- a. A hearing item shall be tabled for a specific reason and a specific time frame for tabling must be stated in the motion by the Board.
- b. If the Board requires additional information or changes to the applicant's request, the applicant must fulfill the requirements of the motion by the time frame indicated or the Board may deny the applicant's request.

The Board may, at their discretion, refer an application to the Commission to be heard at the Commission's next regular meeting without 30-day notice.

8. Approval

Upon authorization from the Commission or approval from the Board, an approved permit must be received before construction or use is commenced.

E. Violations, Penalties, Remedies and Revocation

1. Violations, Penalties and Remedies

The Department will not approve new permit applications for properties having an existing violation of this Resolution unless the Director determines that the application may aid in the remedy of such violation (i.e. construction of a building to house nuisance vehicles).

Before referring a violation for prosecution, the Department will attempt to remedy all violations of the Zoning Resolution utilizing the following methods and timelines:

- a. The Department will document all violations of this Resolution and shall request the remedy of any violation through voluntary compliance. The voluntary compliance request shall state the nature of the violation and the section violated. After any such voluntary compliance request has been served, no work shall proceed on any structure or tract of land covered by such a request for voluntary compliance except to correct such violation or to bring the property into compliance with the Zoning Resolution.
- b. A voluntary compliance letter shall be mailed to the address of the property owner as found in the records of the County Assessor. This notice will request voluntary compliance within 30 days of the date of the letter.
 - (1) If the property owner contacts the Department and remedies the violation, the matter will be dismissed, and no further action will be taken

by the Department.

- (2) If the property owner contacts the Department within the 30-day voluntary compliance period to request additional time, the Department, at its discretion, may allow up to an additional 90 days for compliance.
 - (3) The Department may adjust timeframes due to health, safety, welfare concerns and other circumstances not created by the property owner.
 - (4) If the property owner does not contact the Department during the voluntary compliance period, the mandatory compliance period begins.
- c. After the expiration of the voluntary compliance period, any allowed extension or upon denial of an extension, the Department will serve the documents by personal service to the address of the property owner as found in the records of the County Assessor outlining a 30-day mandatory compliance period before the violation will be referred to the County attorney for possible prosecution.
 - d. If the property owner does not contact the Department during the 30-day mandatory compliance period, the violation will be referred to the County Attorney for possible prosecution.

Violations of this Resolution will be prosecuted as allowed by Wyoming Statutes.

2. Revocations or Suspensions

The Department shall determine whether or not to recommend revocation or suspension of a permit and, if the Department determines that a revocation or suspension is appropriate, shall schedule a hearing in accordance with the public hearing process.

Health and safety concerns may result in the immediate suspension of the permit until the application can be heard in accordance with the public hearing process.

The following are grounds for revocation or suspension of a permit:

- a. The permit was issued, in whole or in part, on the basis of a misrepresentation or omission of a material statement in the application or any other material supplied by the applicant.
- b. Failure to comply with any condition of a permit.
- c. The use or structure does not comply with the requirements of this resolution.
- d. The use or structure for which the permit was granted has been discontinued for a period of 18 months.
- e. Due to its condition, the use or structure allowed by the permit has become detrimental to public health, safety, and welfare or the manner of operation constitutes or is creating a violation.

- f. Failure to obtain and maintain applicable federal, state, and local permits.

F. Variances

A variance request requires a public hearing before the Commission and the Board. The Commission may recommend, and the Board may authorize variances from the requirements of this Resolution that may not be contrary to the public interest. Variances are requests to vary or depart from requirements of this Resolution including relief from setback, height, parking and other requirements of this code. The purpose of the Variance shall be to modify the strict application of the requirements of this Resolution where, owing to exceptional and extraordinary circumstances, literal enforcement of the terms of this Resolution will result in unnecessary hardship. Every such Variance authorized shall not be personal to the applicant but shall run with the land. The Commission and Board shall take into consideration the following conditions:

1. There are special circumstances or conditions, fully described in the Commission and Board's findings, which are peculiar to the land or building for which the variance is sought and do not apply generally to land or buildings in the neighborhood, and have not resulted from any act of the applicant subsequent to the adoption of the Zoning Resolution;
2. For reasons fully set forth in the Commission's and Board's findings, the circumstances or conditions are such that the strict application of the provisions of the Sweetwater County Zoning Resolution would deprive the applicant of the reasonable use of the land or building, the granting of the adjustment is necessary or the reasonable use thereof and the adjustment as granted is the minimum adjustment that will accomplish this purpose;
3. The granting of the variance is in harmony with the general purposes and intent of the Zoning Resolution and will not be injurious to the neighborhood or otherwise detrimental to the public welfare.

An application for a Variance must be submitted to the Department and will follow the Public Hearing Process.

G. Appeals

A public hearing is required to appeal any final order or decision of the Department or Board by any person aggrieved or affected by any such order or decision. No work shall proceed on any structure or tract of land covered by the order or decision appealed from except to correct a health or safety violation. An appeal shall be taken within 30 days from the date of the action appealed by filing proper notice in the manner listed below.

1. Appeals from a Decision of the Land Use Department

Appeals from a final order or decision of the Department must be filed with the Board. The filing shall consist of a copy of the decision being appealed. The Board will then schedule the appeal on the agenda of the next regularly scheduled meeting that is 20 days or more after the filing date. The Department will receive notification from the Board of the date and time of the hearing and shall post notification of such on the affected property for a minimum of 14 days and shall notify adjacent property owners, agencies and other

affected parties of the date and time of the hearing. The Board may decide, at the public hearing, to uphold the decision of the Department, overturn the decision of the Department or amend the original application being appealed with conditions of approval.

2. Appeals from a Decision of the Board

Appeals from a final order or decision of the Board must be filed with the District Court in accordance with Wyoming's Rules of Civil Procedure.

H. Limitations of Filing

In the case of Discretionary Permit Applications, no application shall be made by a property owner or his agent which has been the subject of a hearing conducted by the Commission and/or the Board within the immediately preceding 12-month period at which the hearing resulted in a rejection of the proposed action. This limitation shall not apply where the action being proposed for the same land area is substantially different from the previous application denied by the Commission or the Board.

I. International Fire Code

The 2024 International Fire Code with appendices B, C, D, E, F and G is hereby adopted with the scope of application for Appendices B, C and D restricted to the Growth Management Area with the following exceptions and replacements:

1. Pursuant to Section 101.1, the jurisdiction is "the unincorporated areas of Sweetwater County."
2. Section 105, Permits, & Section 107, Fees, are not adopted and therefore excluded.
3. The text of Section 112, Means of Appeals, is deleted in its entirety and replaced with the following language: "Appeals: Whenever the fire code official shall disapprove any application, or when it is claimed the provisions of this code do not apply or that the true intent and meaning of this code has been misconstrued or wrongly interpreted, the applicant or aggrieved party may appeal a decision of the fire code official to the Board in accordance with Section 4.G.1 of this Resolution. For purposes of Fire Code Appeals, the Board of County Commissioners shall be designated as the "Board of Appeals". Board decisions of the Fire Code may be appealed to the Wyoming Council of Fire Prevention and Electrical Safety in accordance with the Council's rules in Chapter 7, "Procedures for Appeals from a Local Appeals Board".
4. Section 113.4, Violation Penalties, the text of this section shall be amended by insertion of the offense and the penalty in the spaces provided. After accomplishing this, this section states as follows in the entirety. "Violation Penalties: Persons who shall violate a provision of this code or shall fail to comply with any requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official shall be guilty of a misdemeanor, punishable by a fine of not more than \$750.00. Each day that a violation continues after due notice has been served shall be deemed a separate offense."

5. Section 114.4, Failure to Comply, shall be amended to read as follows: “Failure to comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe conditions, shall be liable to pay a fine of not less than \$50.00 or more than \$750.00.”
6. The text of Section 5704.2.9.6.1 and 5706.2.4.4, locations where above-ground tanks are prohibited, is deleted in its entirety and replaced with the following language: “Locations of above-ground tanks; storage of flammable and combustible liquids in above-ground tanks outside buildings shall be regulated by this Resolution”.
7. The text of Section 6104.2, Maximum capacity within established limits, is deleted in its entirety and replaced with the following language: “Locations of above-ground tanks; storage of liquefied petroleum gas in above-ground tanks outside buildings shall be regulated by this Resolution”.

Section 5. District Regulations

A. Zoning District and Purpose

1. A (Agricultural) District

This district is intended to reflect the County's vast open spaces with large tracts of undeveloped land and recognize the various uses that occur there. By nature, the majority of the County falls within this zone. Dominant land uses in this district include traditional open range livestock grazing and trailing; oil, gas and mineral exploration and extraction and cultivated agriculture. Most utilities and County provided services are limited or unavailable.

2. RR (Rural Residential) District

This district is intended to accommodate large lot residential development that is semi-rural in nature. This district may be located in areas without established public water and sewer systems. This district is not meant to be for farming or ranching where animals are raised in large numbers or for commercial purposes.

3. R-1 (Single Family Residential) District

This district is intended to accommodate single family subdivisions. Due to its urban density, an R-1 district shall typically be located within or adjacent to established communities or developed areas where urban services are available or readily accessible.

4. R-2 (Mixed Residential) District

This district is intended to accommodate existing residential development and associated land uses that were previously permitted on lots considered too small for the occurring uses. It is not the intent of Sweetwater County to designate additional areas R-2.

5. R-2/SF (Single Family Residential) District

This district is intended to accommodate single family subdivisions with lot sizes of one acre or greater.

6. R-3 (High Density Residential) District

This district is intended to accommodate high density residential opportunities (single-family through multi-family housing) in an organized and well-developed manner. The R-3 district should be applied judiciously where urban conveniences and services are available or readily accessible. This zone should not be applied in isolated, rural locations or within areas developing as strictly single family residential.

7. MH (Manufactured Home) District

This district is intended to accommodate the development of well-designed mobile home subdivisions where each mobile unit is placed on its own designated lot. The MH

zone should not be applied in isolated, rural locations or within areas developing strictly single family residential.

8. CRS (Commercial Recreational Services) District

This district is intended to accommodate recreation specific uses and development. Good access and exposure to major routes is important for many of the uses. The zone district should be kept compact. The district is appropriate for application near natural recreational areas and near major highways. It should not be applied in such a manner that it would infringe on residential districts.

9. B (Retail Business) District

This district is intended to accommodate retail sales of consumer goods and services directly to the customer. Due to the nature of the services provided, B zones may be appropriate adjacent to residential areas if adequate setbacks and design standards are implemented. Good design and adequate off-street parking should be a part of any new area devoted to this zone. It may take the form of a small shopping center or a small central business district for a small community.

10. C (Commercial) District

This district is intended to accommodate commercial and retail uses. This zone and associated uses are most applicable where convenient access, infrastructure and services are available; however, it is not intended to be applied as a narrow commercial strip on each side of an important highway.

11. I-1 (Light Industrial) District

This district is intended to accommodate manufacturing and light industrial land uses which require adequate services and infrastructure. These uses should be located adjacent to existing communities or in other areas where services are or can be provided. This district is intended to provide a transition between commercial and heavy industrial uses.

12. I-2 (Heavy Industrial) District

This district is intended to accommodate major industries likely to have considerable impact on adjacent land uses. This zone should not be located adjacent to residential areas and some commercial areas. This zone is most suitable for isolated, industrial locations where adequate facilities can be made available.

13. MD-1 (Mineral Development) District

This district is intended to accommodate all mineral extraction or production and ancillary facilities.

14. MD-2 (Mineral Development Overlay) District

This is an overlay district intended to accommodate underground mining in conjunction

with the surface uses of the base zoning district.

15. LS (Lot Size Overlay) District

This is an overlay district intended to provide landowners with the ability to be more restrictive in minimum lot size for any zoning district. Permitted uses for the base zone district shall apply.

16. AO (Airport Overlay) District

This district is intended to minimize exposure of residential and other sensitive land uses to aircraft overflight areas, to avoid danger from aircraft overflight areas, to avoid danger from aircraft accidents; and to encourage compatible land uses within the area; and to restrict incompatible land uses within the airport influence area.

B. Minimum District Size

1. A (Agricultural) District – 80 Acres
2. RR (Rural Residential) District – 5 Acres
3. R-1 (Single Family Residential) District – 10 Acres
4. R-2 (Mixed Residential) District – 5 Acres
5. R-2/SF (Single Family Residential) District – 5 Acres
6. R-3 (High Density Residential) District – 5 Acres
7. MH (Manufactured Home) District – 5 Acres
8. CRS (Commercial Recreational Services) District – 10 Acres
9. B (Retail Business) District – 1 Acre
10. C (Commercial) District – 10 Acres
11. I-1 (Light Industrial) District – 10 Acres
12. I-2 (Heavy Industrial) District – 25 Acres
13. MD-1 (Mineral Development) District – No Minimum District Size
14. MD-2 (Mineral Development) District – No Minimum District Size
15. LS (Minimum Lot Size Overlay) District – No Minimum District Size
16. AO (Airport Overlay) District – No Minimum District Size

For the purpose of computing the size of an area for compliance, there shall be included:

1. One half of the area of abutting rights-of-way not to exceed the distance to the centerline.
2. All of the area of public rights-of-way interior to the area being changed.
3. Adjacent land within the County already zoned in the zoning classification being sought for the new area.

C. Accessory Uses

Any use which is clearly incidental and commonly associated with the Permitted Use and is operated under the same ownership and on the same property may be operated as an Accessory Use. Please see District Uses chart for accessory uses allowed in each zone district.

1. Common Residential Accessory Uses include, but are not limited to, garages or shops for personal use, accessory dwelling units, swimming pools, sheds, carports, children's playhouse, playground equipment, doghouses, kennels for the housing of commonly accepted privately owned pets, personal indoor riding arena, gazebos, garden and landscaping structures, etc.
2. Common Non-Residential Accessory Uses include, but are not limited to, caretaker's quarters occupied by owners or persons employed on the premises and their immediate families, a residence above a business, offices, storage buildings, ancillary mineral development facilities such as compressor stations, etc.
3. Accessory Uses operated within a structure of a permitted use shall not exceed a gross floor area equal to 50% of the gross floor area of the Permitted Use. Accessory uses shall not exceed 50% of the lot or parcel.
4. For accessory uses that are operated within a building that contains a single family dwelling unit, the accessory use square footage shall not exceed the square footage of the single-family dwelling unit.
5. Residential Accessory Structures shall not exceed 100% of the gross floor area of the permitted structure unless allowed by the District Use Chart or an approved Conditional Use Permit. The gross floor area of the permitted structure is the total area of all floors but does not include garages or decks.
6. Residential Accessory Structure Shipping containers placed in a Residential Zone District shall meet the following requirements:
 - a) Residential accessory structure shipping containers shall be placed in the rear yard of the lot/parcel.
 - b) Residential accessory structure shipping containers that will be intended for use as an occupied structure shall meet the following requirements:
 1. The shipping containers must be constructed to meet the most recent adopted edition of the International Fire Code.
 2. The shipping container must have a minimum of two ventilation

openings installed near the top of the container at opposite ends. The minimum net area of the ventilation openings shall not be less than one square foot for every 150 square feet of floor area.

- c) Each residentially zoned parcel is limited to the placement of two residential accessory structure shipping containers for the first two acres and once per acre thereafter to a maximum of five per lot/parcel, unless approved by conditional use.
 - d) Each residential accessory structure shipping container shall be either painted or structurally altered to be similar to and compatible with the appearance of the primary structure.
 - e) Residential Accessory Structure Shipping Containers shall not be stacked on top of each other, unless approved by conditional use.
 - f) Residential Accessory Structure Shipping Containers established on a residential lot/parcel prior to August 20, 2019, shall be required to be either painted or structurally altered to be similar to and compatible with the primary structure within two years of being notified by the County in writing.
 - g) Residential accessory structure shipping containers established on a residential lot/parcel prior to August 20, 2019, shall not be required to obtain a zoning permit for construction and are exempt from the maximum number of shipping container per lot/parcel requirements of this section.
7. An accessory dwelling unit may be permitted on a residentially zoned lot or parcel if the following requirements are met:
- a) The minimum parcel or lot size for an accessory dwelling unit is 10,000 square feet for lots which have public water and sewer and two acres for all other lots or parcels.
 - b) Accessory dwelling units may be contained within or detached from the principal dwelling unit.
 - c) An accessory dwelling shall not exceed 1200 square feet in size or 75% of the gross floor area of the primary dwelling, whichever is greater. This size is measured by total floor space including basements and second floors.
 - d) An accessory dwelling shall be a single-family dwelling, meet the architectural standards of the main dwelling-unit and shall not exceed two stories or the height of the main home, whichever is less. The accessory dwelling shall be built on a permanent foundation.
 - e) Septic, sewer and water systems serving the accessory dwelling shall be approved by Sweetwater County Environmental Health, municipality, or a water and/or sewer district to determine adequacy and safety prior to approval of a zoning permit. Public utilities shall be provided to the accessory dwelling unit in conformance with the utility's regulations.

f) A recreational vehicle shall not be considered an accessory dwelling unit.

8. Bus shelters and transportation waiting areas must not be located in the clear vision area of corner lots or the right-of-way of public or private roads. Bus shelters and transportation waiting areas do not need to meet setbacks.

D. LS (Minimum Lot Size) Overlay District

The purpose of this district is to superimpose over one or more zoning districts a lot size that is more restrictive than the underlying base zone district. This district shall be referred to as an LS Overlay District. The Permitted Uses, Accessory Uses and Home Occupations of the underlying base zone district shall remain as regulated in this Resolution.

The minimum lot area for the LS Overlay District shall be no less than that specified for the underlying base zoning district.

All procedural requirements of the Zone Map Amendment shall be followed.

E. AO (Airport Influence Area Overlay) District

1. Intent

This resolution is meant to minimize exposure of residential and other sensitive land uses to aircraft overflight areas, to avoid danger from aircraft overflight areas, to avoid danger from aircraft accidents; and to encourage compatible land uses within the area; and to restrict incompatible land uses within the airport influence area. Incompatible land uses can be defined as:

- a. Residential and other noise sensitive uses.
- b. Congregations of people in approach and departure areas to protect people and property on the ground.
- c. Manmade and natural structures that can interfere with flight.
- d. Uses that may be affected by vibration or fumes from aircraft operations.
- e. Uses of land on the airport that interfere with areas needed for aviation-related activities.

The Airport Influence Area Overlay District shall be superimposed on designated lands near the Rock Springs – Sweetwater County Airport in addition to other basic zone districts already described in the Zoning Resolution of Sweetwater County. When provisions of the Airport Influence Area Overlay District (AO) conflict with regulations of the base zone district, the more restrictive provisions shall be applied.

2. Purpose

The purpose of this district is to maintain land use compatibility in the areas influenced by airport operations. Permitted uses should consider the factors of airport operations, overflight exposure and density of proposed development. A special mandatory review

process should study each land use change proposal to determine its specific compatibility. All land use change proposals in the Airport Influence Area Overlay District shall be considered only after a prior review and comment by the Airport Board and the Airport Manager. The imposition of aviation easements will be required for all development in the Airport Influence Area Overlay District. Notice to prospective buyers of property within the district, particularly for residential use purposes, through fair disclosure, is strongly recommended.

3. General Provisions

a. Jurisdiction

This section shall apply to all lands within or around the airport which would be impacted by air traffic, overflight or any hazard related to the operation and maintenance of an airport facility whose operation may increase or whose fleet mix of aircraft may change.

b. Boundaries

The approximate boundaries of all established airport influence areas shall be as they appear on the most current Off-Airport Land Use Plan, being a component of the most current Rock Springs-Sweetwater County Airport Layout Plan or other documents approved by the Commission and the Board.

c. Warning and Disclaimer of Liability

The degree of protection provided by this section is considered reasonable for regulatory purposes and is based on engineering and scientific methods of study. This section does not imply that areas outside of the airport influence area district will be totally free from hazards. Nor shall this section create a liability on the part of or a cause of action against the County or any officer or employee thereof for any damages that may result directly or indirectly from the reliance on this section.

4. Uses

No building or land shall be used, and no building shall hereafter be erected, converted or structurally altered unless otherwise provided for herein, with the exception of one or more of the following uses:

- a. No use may be made of land within the designated Airport Influence Area Overlay District in such a manner as to create electrical interference with radio communication between the airport and aircraft, make it difficult for pilots to distinguish between airport lights and other lights, cause glare in the eyes of pilots using the airport, impair visibility in the vicinity of the airport or otherwise endanger the landing, taking off, or maneuvering of aircraft at the airport or in the vicinity of the airport. Review of land use proposals and/or changes shall utilize the airport influence area overlay district boundaries and their relationship to airport operations.

- b. The regulations prescribed in this section shall not be construed to require the removal, lowering, or other changes or alteration of any structure or object of natural growth not conforming to this section as of the effective date of this section, or otherwise interfere with the continuance of any nonconforming use.
 - c. Nothing herein contained shall require any change in the construction, alteration, or intended use of any structure, the construction or alteration of which was begun prior to the effective date of this section and is diligently prosecuted; provided, however, that when the nonconforming structure is destroyed or damaged to the extent of over 50% of the appraised value of the nonconforming structure, any reuse, reconstruction or replacement shall be deemed a new use or shall be subject to the applicable provisions of these regulations.
 - d. The owner of any nonconforming structure or object of natural growth is hereby required to permit the installation, operation and maintenance thereon of such markers and lights as shall be deemed as necessary by the Airport Board and Airport Manager to indicate to the operators of aircraft in the vicinity of the airport the presence of such nonconforming structures or objects of natural growth. Such markers and lights shall be installed, operated, and maintained at the expense of the airport owners.
5. Special Limitations Within the Airport Influence Area District
- a. Height Limitations
 - (1) Height limitations within the Airport Influence Area Overlay District, except as otherwise provided in this section, are subject to the limitation of the district within which the property is located, and as set forth by the Federal Aviation Administration (FAA) in the Federal Aviation Regulations (FAR), Part 77. No structure or object of natural growth shall be constructed, erected, altered, allowed to grow, or to be maintained in excess of height limits and zones herein established.
 - (2) Submission of a 'Notice of Proposed Construction and Alteration' (Form 7460-1), and subsequent approval from the Federal Aviation Administrator shall be required for the construction or alteration of any structure penetrating a 100:1 foot plane located within 20,000 feet of any runway. Receipt of FAA Form 7640-9 Determination of No Hazard for any structure is required before issuing a Sweetwater Zoning Permit.
 - (3) Imaginary surface limitations as prescribed by Federal Aviation Regulation Part 77, within the Airport Influence Area Overlay District include all land and air space within the area, which would be hazardous to air navigation. These limitations represent areas above imaginary surfaces and are designed to regulate the height of structures and trees in the airport vicinity. They are set forth by the FAA in the Federal Aviation Regulations, Part 77. All of the surface limitation categories listed below have their dimensions given in the most recent FAA approved Rock Springs-Sweetwater County Airport Layout Plan.

- (a) Runway Protection Zone: A runway protection zone (RPZ) is trapezoidal in shape and centered about the extended runway centerline. The RPZ is the land at ground level that begins 200 feet beyond the end of each runway.
- (b) Object Free Area: The object free area (OFA) is a two-dimensional ground area surrounding runways, taxiways and taxi lanes which is clear of all objects except those whose location is fixed by function and accepted by the FAA.
- (c) Runway Safety Area: A defined surface area surrounding the runway prepared or suitable for reducing the risk of damage to airplanes.
- (d) Primary Surface: A Part 77 airport surface longitudinally centered on a runway. The primary surface extends 200 feet beyond the paved surface end.
- (e) Approach Surface: A surface longitudinally centered on the extended runway centerline and extending outward and upward from each end of the primary surface. An approach surface is applied to each end of each runway based upon the type of approach available or planned for that runway end. Refer to the ALP for the airport to determine the approach surfaces and slope for the runway.
- (f) Transitional Surfaces: The transitional surfaces are located on both sides of the approach and primary surfaces. These surfaces extend outward and upward at right angles to the runway centerline and runway centerline extended, at a slope of seven feet horizontal for every one foot vertical rise from the sides of the primary and approach surfaces, until it reaches 150 feet above the highest point on any runway (airport elevation).
- (g) Horizontal and Conical Surfaces: These are the upper aeronautical surfaces surrounding an airport that are used by aircraft for turning and maneuvering in close proximity to the airport preceding landing and immediately after takeoff.

b. Land Use Limitations

To assume the protection of the public from overflight impacts and hazards associated with flying operations, and to comply with FAR Part 77, the following airport zones are established.

- (1) Horizontal and Conical Surfaces Zone: Exposure to airport overflight is considered minimal but increases as the runway ends are approached. Residential construction should be limited to low-density development. The siting of public facilities, such as hospitals, schools, churches, etc.,

should be especially reviewed and noise-sensitive development near runway approaches should be discouraged.

- (2) Approach Surface Zone: Exposure to airport noise is considered moderate. Residential and public facilities should be especially reviewed and prohibited in the approach surface zone. Nonresidential development should be restricted as to density and should only be approved provided noise attenuation measures are incorporated into facility design.
- (3) Runway Protection Zone: All land in this zone should be kept clear of any structures. Land use in this area should be restricted to open space or agriculture.

c. Critical Zones:

- (1) Areas 2,000 feet wide extending 5,000 feet horizontally from a point 200 feet from each end of visual runways
- (2) Areas 4,000 feet wide extending 10,000 feet horizontally from a point 200 feet from each end of instrument runways.
- (3) Besides the overlapping concerns of the above zones 3 zones 2.b.1.(a), 2.b.1.(b), and 2.b.1.(c). the critical zones need to require that no use may be made, or activity carried on, on land within this zone in a manner as to:
 - (a) Create electrical interference with navigational signals or radio communication between the airport and aircraft;
 - (b) Make it difficult for pilots to distinguish between airport lights and other lighting;
 - (c) Result in glare in the eyes of pilots using the airport;
 - (d) Impair visibility in the vicinity of the airport; or
 - (e) Otherwise in any way create a hazard or endanger the landing, takeoff, or maneuvering of aircraft intending to use the airport.

6. Avigation Easement

An avigation easement is a non-possessing property interest in airspace over a land parcel or portion of land. It is a legally developed document obtained by an airport to cover items such as the right of flight, right to remove obstructions, etc., but not necessarily to the extent of prohibiting the use of the land within the limits of the rights obtained...

7. Fair Disclosure Statements

Fair disclosure statements serve to notify prospective buyers of property near airports that they may be exposed to potentially impactful levels of aircraft overflight. These statements in no way abrogate an individual's right to take later action against the airport,

but they at least give buyers a fair warning.

F. District Use Chart

	USES	P = Permitted Use			A = Accessory Use				C = Conditional Use				T = Temporary Use			
		A	RR	R-1	R-2	R-2/SF	R-3	MH	CRS	B	C	I-1	I-2	MD-1	MD-2	
Residential																
	Dwelling, Caretaker’s Quarters	A							A	A	A	A	A	A	A	
	Dwelling, Multi-Family, Site Built						P			P						
	Dwelling, Single-Family, Manufactured or Mobile	P	P		P			P	A	A	A	A	A			
	Dwelling, Single-Family, Modular	P	P		P	P	P	P	A	A	A	A	A			
	Dwelling, Single-Family Detached, Site Built	P	P	P	P	P	P	P	A	A	A	A	A			
	Dwelling, Single-Family Attached, Site Built (Townhome)						P									
	Dwelling, Two-Family Detached, Site Built (Duplex)				P											
	Dwelling, Unit, Residential Accessory (Guest Home)	P	P	P	P	P										
	Residential Accessory Structure Not to Exceed 100% of the Gross Floor Area of the Permitted Use	A	A	A	A	A	A	A								
	Residential Accessory Structure 100% to 200% of the Gross Floor Area of the Permitted Use (also LS20 and greater overlay districts)	A	A	C	C	C	C									
	Residential Accessory Structure In Excess of 200% of the Gross Floor Area of the Permitted Use	A	C	C	C	C	C									
	Residential Accessory Structure, Shipping Containers, not to exceed five per lot/parcel in accordance with Section 5.C of this Resolution	A	A	A	A	A	A									
	Residential Accessory Structure, Shipping Containers, in excess of five per lot/parcel in accordance with Section 5.C of this Resolution	A	C	C	C	C	C									
	Solar Energy System – On-Site	A	A	A	A	A	A	A	A	A	A	A	A	A	A	
	Storage of Unlicensed Vehicles (# Allowed Per Zone District)	A (4)	A (4)	A (2)	A (4)	A (2)	A (2)	A (2)								
	Temporary Dwelling	T	T	T	T	T	T	T	T	T	T	T	T			
	Temporary Storage	T	T	T	T	T	T	T								
	Wind Energy Conversion Systems - Non-Commercial	A	A	A	A	A	A		A	A	A	A	A	A	A	
Agriculture																
	Agriculture, Commercial (In GMA, must be ¼ mile from residential & commercial zone districts)	P														
	Agriculture, Non-Commercial	P	A		A	A										
	Farm Implement Sales, Service & Repair	P									P	P	P			
	Farming over 10 Acres	P														
	Farming 10 Acres and Under (Hobby Farms)		A													
	Forest Management & Logging	P														
	Grain and Feed Mill	P											P			
	Grain Elevator	P											P			
	Greenhouse, Commercial	P	C							P	P	P	P			
	Lumber Yard										P	P	P			
	Sawmill												P			
Aircraft																
	Aircraft Landing Site/Strip - Private or Public	C										C	C			
	Airport												C			
	Heliport	C					C				C	C	C			
Animals - Household and Livestock																
	Cemetery, Animal	P/C GMA									C	C	C			
	Crematorium, Animal	C									C	C	C			
	Grooming Facility, Animal	C	C		C	C				P	P	P	P			
	Hospital, Animal	P								P	P	P	P			
	Shelter, Animal	C	C		C	C					P					
	Commercial Corrals or Riding School	P/C GMA	C						P		P	P	P			
	Dairying (In GMA, must be ¼ mile from residential & commercial zone districts)	P											P			
	Feed Lots and Sales	P/C GMA											P			

	Feed Store	P									P	P	P		
	Hatchery (In GMA, must be ¼ mile from residential & commercial zone districts)	P											P		
	USES	A	RR	R-1	R-2	R-2/SF	R-3	MH	CRS	B	C	I-1	I-2	MD-1	MD-2
	Indoor Riding Arena - Commercial	P									P	P	P		
	Kennel and Pet Boarding	C	C		C	C					P	P	P		
	Ranching and Grazing	P													
	Riding Accessory Shop	P									P	P	P		
	Slaughterhouse	C											C		
	Commercial and Retail Services														
	Auction Sales										P	P	P		
	Bakery, Candy or Confectionary Store								P	P	P				
	Bank and/or Savings and Loan Offices									P	P				
	Bar, Lounge or Nightclub								P	P	P	P	P		
	Billboards / Off-Premises Signs								C	C	C	C	C		
	Book Store or Newsstand								P	P	P				
	Business Machine Sales and Service									P	P	P	P		
	Clothing and Shoe Retail Sales, Repair and Alterations									P	P				
	Convenience Store								P	P	P	P	P		
	Copy and/or Print Shop									P	P	P	P		
	Department Store									P	P				
	Drug Store									P	P				
	Dry Cleaning Plant and/or Commercial Laundry										P	P	P		
	Florist	P								P	P				
	Furniture and Home Furnishings Store									P	P	P			
	Garden Center or Nursery	P								P	P				
	Gift, Art, Curio, Stationery or Novelty Shop								P	P	P				
	Grocery Store or Food Store including meat, fish, dairy, vegetables and fruit								P	P	P				
	Hardware, Home Improvement, Paint and/or Wallpaper Store									P	P	P	P		
	Hobby, Scrapbooking, Art and Craft Supplies								P	P	P				
	Jewelry Store									P	P	P	P		
	Laboratory, Research and Support Including Environmental, Medical, Veterinary & Forensic										P	P	P		
	Laundromat and/or Dry-Cleaning Collection & Distribution								P	P	P	P	P		
	Liquor Store								P	P	P	P	P		
	Locksmith									P	P	P			
	Music Studio and Musical Instrument Sales and/or Repair									P	P	P	P		
	Office								P	P	P	P	P		
	Pawn Shop									P	P	P	P		
	Pet Store									P	P	P	P		
	Photography - Studio and/or Processing									P	P				
	Printing and Publishing Facility										P	P	P		
	Recycled Wood or Building Materials Restoration Store										P	P	P		
	Restaurant, Cafeteria, Café, Delicatessen or Drive-In	C							P	P	P	P	P		
	Seasonal Sales i.e. Christmas Trees, Firewood, Farmer's Markets, etc.	T							T		T	T	T		
	Sexually Oriented Businesses (See Section 23)										P	P			

	Shipping and Receiving Store including Rental Mailboxes								P	P	P	P	P		
	Sporting Goods Store								P	P	P	P	P		
	Toy Store									P	P				
	USES	A	RR	R-1	R-2	R-2/SF	R-3	MH	CRS	B	C	I-1	I-2	MD-1	MD-2
	Contractors and Construction Trade														
	Construction Yards - Off-Site	T							T	T	T	T	T		
	Contractor Services	C									C	P	P		
	Contractor Yard										C	P	P		
	Heavy Equipment Sales, Service & Repair											C	P		
	Pipe yards	C										C	P		
	Educational Services														
	Child Care Center	C	C	C	C	C	C	C	P	P	P				
	Family Child Care Center	C	C	C	C	C	C	C	P	P	P				
	Schools, Heavy Equipment Training	C									C	P	P		
	Schools, Public or Private – Elementary or Secondary	C	C	C	C	C	C	C	P	P	P				
	Schools, Trade and Vocational	P									P	P	P		
	Entertainment and Recreation														
	Bowling Alley								P	P	P				
	Carnival, Fair, Market or Festival	T							T	T	T	T			
	<u>Commercial Campground Facilities</u>	<u>P/C</u> <u>within</u> <u>GMA</u>							<u>P</u>		<u>C</u>				
	Community Center, Public or Private - Not for Profit or Gain	C	C	C	C	C	C		P	P	P				
	Dancing or Theatrical Studio								P	P	P	P			
	Drive-In Theater	C							P		P				
	Fairgrounds	C							P		P	P			
	Fraternal Organization									P	P				
	Golf Course, Miniature	P							P	P	P				
	Golf Course, Public or Private or Driving Range	P							P						
	Recreational Facilities NOT involving Firearms, Motor Vehicles or Animals	C	C	C	C	C	C		P	P	P				
	Rifle, Pistol, Skeet or Trap Range	C							C	C	C	C	C		
	Roller Skating or Ice-Skating Rinks								P		P				
	Theater								P	P	P				
	Track, Course or Speedway - Animal, Vehicle or Athlete	C							C		C	C	C		
	Funerary Services														
	Cemetery	P/C GMA	C		C	C									
	Crematorium	P/C GMA								C	C	C	C		
	Mortuary	P/C GMA	C		C	C				P	P	P			
	Hazardous, Flammable and Combustible Materials														
	Above Ground Storage of Fuels Over Allowed Quantities	C							C	C	C	C	C	C	C
	Explosives Storage											C	C	C	
	Filling Station - Gasoline, Diesel, LP and CNG								P	P	P	P	P		
	Fireworks								C	C	C	C	C		

	Hazardous Waste Disposal Facility															
	Liquid Nitrogen Plant															
	Refinery															
	Radioactive Materials Storage															
	Water Treatment and Disposal Facility, Commercial	C														
	USES	A	RR	R-1	R-2	R-2/SF	R-3	MH	CRS	B	C	I-1	I-2	MD-1	MD-2	
	Lodging															
	Bed and Breakfast Home	P	C	C	C	C	C	C	C	C	C					
	Hotel								P	P	P					
	Hunting Camp (In GMA, must be ¼ mile from residential & commercial zone districts)	P														
	Ranch Recreation Facility (In GMA, must be ¼ mile from residential & commercial zone districts)	P														
	Rooming or Boarding House						P									
	Temporary Work Camp	T													T	
	Work Camp	C													C	
	Manufacturing															
	Asphalt and/or Concrete Mixing or Batch Plant	C										C	P	P		
	Assembly or Fabrication from Component Parts or from Materials Already Processed or Manufactured into their Final Usable State										P	P	P			
	Bottling Plant											P	P			
	Bulk Plant, Gasoline or LP Gas												P			
	Chemical Fertilizer and Weed and Pest Control Products												P			
	Welding Equipment Sales & Service										P	P	P			
	Medical Services															
	Ambulance Station									P	P					
	Dental or Medical Clinic									P	P					
	Hospital										P					
	Laboratory, Medical or Dental									P	P	P				
	Nursing Home	C	C	C	C	C	C			P	P					
	Pharmacy									P	P					
	Mining, Extraction and Energy Production															
	Compressor Station	P / C GMA										P	P	P		
	Exploration, Production, Processing, Separation or Storage	P / C GMA											P	P	P	
	Heavy Equipment Storage Yard	T										P / C GMA	P			
	Injection Well	C												C		
	Mineral Stockpiling	C										C	P	P		
	Mining, Drilling and Oilfield Equipment Sales, Supplies, Fabrication and/or Repair										P	P	P	P		
	Quarries 15 Acres and Under in Size – See Gravel Mining Section	P / C GMA												P		
	Quarries Not Exceeding 40 Acres in Size – See Gravel Mining Section	C												C		
	Quarries 40 Acres and Over in Size – See Gravel Mining Section													P		
	Mining, Surface													P		
	Mining and Processing, Underground													P	P	

	USES	A	RR	R-1	R-2	R-2/SF	R-3	MH	CRS	B	C	I-1	I-2	MD1	MD-2
	Professional/Personal Services														
	Appliance Sales, Service and Repair									P	P				
	Attorney's Office									P	P				
	Beauty Shop, Barber Shop, Salon									P	P				
	Exterminator Service									P	P	P	P		
	Mini-Warehousing and/or Self Storage Facility								C		P	P	P		
	Real Estate Brokerage Office									P	P				
	Travel Agency									P	P				
	Public Services														
	Communication Booster, Repeater, Tower or Facility Wireless Communication Facilities < 35 feet with existing non-residential uses	P/C GMA P	CP	CP	CP	CP	CP	CP	CP	CP	CP	P/C C GM AP	P/C C GM AP	P	
	Wireless Communication Facilities < 35 feet with existing residential uses	P	C	C	C	C	P	C				▲			
	Wireless Communication Facilities 36 to 50 feet with existing non-residential uses	P	P	P	P	P	P	P	P	P	P	P	P	P	
	Wireless Communication Facilities 51 to 100 feet with existing non-residential uses (*Max 80 Feet in residential Zone Districts)	P/C GMA	C*	C*	C*	C*	C	C*	C	C	C	C	P	P	
	Wireless Communication Facilities 101 feet to 199 feet	P/C GMA										▲	P	P	
	Wireless Communication Facilities ≥ 200 feet	P/C GMA										▲	P	P	
	Correctional Facility	C											C		
	Fire Station	P	P	P	P	P	P	P	P	P	P	P	P		
	Library	P	P	P	P	P	P			P	P				
	Museum	P	P	P	P	P	P			P	P				
	Police Station	P	P	P	P	P	P	P	P	P	P	P	P		
	Post Office	P	P	P	P	P	P	P	P	P	P	P	P		
	Power Plant (Coal, Oil, Natural Gas, Nuclear, Hydroelectric & Geothermal)	C												C	C
	Fire Department Fire Protection Training Facility	C	C		C	C		C	C	C	C	P	P		
	Public Utility Transmission Lines, Pipelines, Towers, Substations & Ancillary Facilities	P/C GMA												P	
	Public Utility Offices, Maintenance Shops, Transportation Lines, Service Lines & Ancillary Facilities	P	P	P	P	P	P	P	P	P	P	P	P		
	Radio and/or Television Station, Offices and Transmitting Towers	P							P	P	P	P	P		
	Sanitary Landfill	C											C	C	
	Sewage Treatment Facility	C										C	C		
	Solar Energy Facility	C												C	C
	Wind Energy Conversion Systems - Commercial (See Section 17)	C												C	C
	Religious Services														
	Auxiliary buildings used for business, social or extension activities	P	P	P	P	P	P	P	P	P	P	P	P		
	Church, Synagogue, Mosque, Temple or any building where congregations gather for prayer	P	P	P	P	P	P	P	P	P	P	P	P		

Formatted: Font: 11 pt

Formatted: Font: 11 pt

Formatted: Font: 11 pt

Formatted: Font: 11 pt

Formatted: Font: 11 pt

Formatted: Font: 11 pt

Formatted: Centered, Indent: Left: 0", First line: 0"

Formatted: Font: 10 pt

Formatted: Font: 11 pt

Formatted: Centered, Indent: Left: 0", First line: 0"

Formatted: Centered

Formatted: Font: 10 pt

Formatted: Font: 11 pt

Formatted: Centered, Indent: Left: 0", First line: 0"

Formatted: Centered

Formatted: Font: 10 pt

Formatted: Font: 11 pt

Formatted: Centered, Indent: Left: 0", First line: 0"

Formatted: Centered

Formatted: Font: 11 pt

	USES	A	RR	R-1	R-2	R-2/SF	R-3	MH	CRS	B	C	I-1	I-2	MD-1	MD-2
	Vehicle Services & Transportation														
	Auto Parts Store									P	P	P			
	Automobile and Truck Rental Services										P	P	P		
	Bus Terminal											P	P		
	Camper Sales, Service and Repair								P		P	P			
	Car Wash and/or Detailing									P	P	P	P		
	Freight Terminal												P		
	Inspection\Decontamination Station	P							C		P	P	P		
	Impound, Salvage and Storage Yard for Vehicles											C	C		
	Junkyard and/or Recycling Center											C	C		
	Marina								P						
	Mobile Home Sales, Service, Supplies and Storage										P	P			
	Motorized Vehicle Sales, Service and Repair										P	P			
	Non-Motorized Vehicle Sales, Service and Repair								P	P	P				
	Parking Lot or Structure	C								P	P	P	P		
	Railroad Facilities including Shops and Yards	P											P		
	Tire Store and Service Establishment										P	P	P		
	Transit and/or School Bus Shelters	P	P	P	P	P	P	P	P	P	P	P	P		
	Travel Center/Truck Stop										C	C	P		
	Truck Repair										C	P	P		
	Trucking (10 and fewer trucks)										C	P	P		
	Trucking (Over 10 trucks)												P		
	Warehousing and Storage Facilities														
	Subsurface Storage of Records	C										P	P	P	P
	Warehouse not exceeding 20,000 square feet total										P	P	P		
	Warehouse 20,000 Square Feet or Over												P		
	Warehousing, Wholesale Storage and Sales of Already Manufactured Products (excluding explosives)										P	P	P		

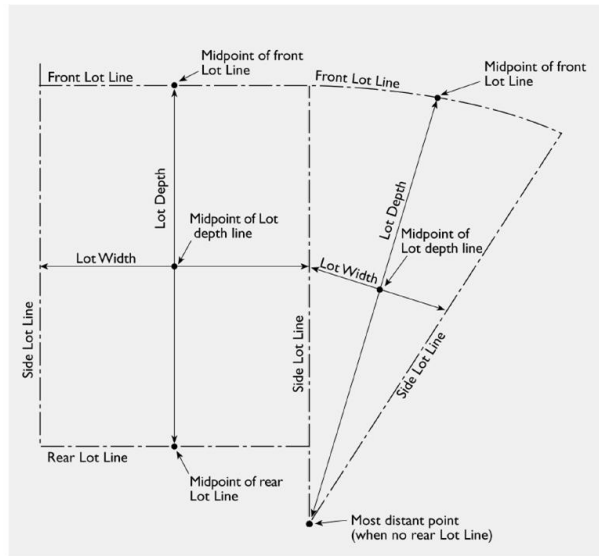
*See Section 19 Supplemental Use Regulations for specific development requirements.

G. SETBACK REQUIREMENTS

Zoning Districts	Minimum Lot Size ¹	Minimum Lot Width in Feet at Front Line	Maximum Lot Depth to Width Ratio ¹⁵	Minimum Front Setback in Feet	Minimum Rear Setback in Feet Primary/Accessory	Minimum Side Setback in Feet Primary/Accessory	Minimum Space Between Structures in Feet Primary/Accessory	Permitted Encroachments in Feet	Maximum Height of Structures in Feet ²	Fencing ^{3,8}	% Open Space
A (Agriculture)	35 / 10 ⁴	None	None	15 / 100 ⁵	15 / 100 ⁵	15 / 100 ⁵	5 / 15 ⁶	None	None ⁷	No Restrictions	None
RR (Rural Residential)	1 Acre	100	4: 1	25	15	10 / 5 ⁸	5 / 15 ⁶	None	35	No Restrictions	50
R-1 (Single Family Residential)	8,000 SF	80	4: 1	25	15 / 5	10 / 5 ⁸	5 / 10 ⁶	2 / 5 ⁹	35	CFOPSW	40
R-2 (Mixed Residential)	7,500 / 10,000 / 2 ¹⁰	75	4: 1	25 ¹²	15 / 5 ¹²	10 / 5 ⁸	5 / 10 ⁶	2 / 5 ⁹	35	CFOPSW	40
R-2/SF (Single Family Residential)	1 Acre	100	4: 1	25	15 / 5	10 / 5 ⁸	5 / 10 ⁶	2 / 5 ⁹	35	CFOPSW	40
R-3 (High Density Residential)	4,000 SF/8,000 SF/ 1 Acre ¹⁴	40/80 ¹⁴	4: 1	25	15 / 5	See Footnote ^{8,13}	5/10 ^{6, 13}	2 / 5 ⁹	35	CFOPSW	20
MH (Manufactured Home)	7,500 SF	75	4: 1	20	10	10 / 5 ⁸	5 / 10 ⁶	2 / 5 ⁹	28	CFOPSW	20
CRS (Commercial/Recreational Services)	1 Acre	100	4: 1	25 ¹¹	10	10 ⁸	15	2 / 5 ⁹	35	B>6'CFOPSW	None
B (Retail Business)	10,000 SF	75	4: 1	10 ¹¹	10	10 ⁸	15	2 / 5 ⁹	50	CFOPW	None
C (Commercial)	1 Acre	100	4: 1	25 ¹¹	10	10 ⁸	15	2 / 5 ⁹	50	B>6'CFOPSW	None
I-1 (Light Industrial)	1 Acre	100	4: 1	25 ¹¹	20	10 ⁸	15	2 / 5 ⁹	50	B>6'CFOPSW	None
I-2 (Heavy Industrial)	1 Acre	100	4: 1	25	20	10 ⁸	30	2	None	B>6'CFOPSW	None
MD-1 (Mineral Development 1)	None	None	None	5	5	5	15	None	None	No Restrictions	None
MD-2 (Mineral Development 2 Overlay)	Base District	Base District	Base District	Base District	Base District	Base District	15	Base District	Base District	Base District	Base District

- 1- If no centralized water or sewer, minimum lot size in every zone district is two acres, unless the parcel/lot is located within the Growth Management Area, both public water and sewer are required for lots under two acres.
- 2- Church spires, church towers, chimneys, flagpoles, antennas, monuments, water towers, and fire towers may be erected to any safe height not in conflict with other regulations. Maximum height shall be measured from the highest elevation of the finished grade to where it connects to the building.
- 3- Fencing Codes as follows: B=Barbed Wire, C=Chain Link, E=Electric, F=Wood & Vinyl, O=Ornamental Iron, P=Plantings, S=Split Rail, W=Walls & Retaining Walls.
- 4- 35 Acre Minimum for the permitted uses in the District Use Chart that are listed under the categories of Agricultural and Animals. In the Agricultural District, the minimum density allowed for each single family dwelling requires a minimum of 10 net acres. For example, a 40 gross acre parcel may have a maximum of four (4) dwelling, single family units
- 5- All structures housing farm animals shall be at least 100 feet from all residential, business and commercial districts.
- 6- Five foot minimum spacing between detached structures on your own lot / 10 or 15 feet spacing between detached structures on your lot and structures on another lot, whether or not under different ownership.
- 7- Structures may be erected to any safe height not in conflict with other regulations.
- 8- See Clear Vision Areas in Section 4 for corner lot setbacks.
- 9- Belt courses, sills, lintels, exterior columns, chimneys and building accessories may project two feet into all setback spaces / Un-walled porches, terraces, balconies, parking pads and exterior stairways may project five feet into any setbacks.
- 10- 7,500SF for a dwelling, single family dwelling / 10,000SF for two-family dwellings / Two acres if no public water and/or sewer system is available. -
- 11- The front setback space shall be used only for access ways into the lot or parcel, landscaping and for vehicular and equipment parking.
- 12- In the R-2 Zone District, for lots or parcels that have alleys in the rear yard, have fire protection and that legally predate this Zoning Resolution, the front setback shall be 20 feet, the rear & side setback shall be 10 feet for permitted uses and 5 feet for accessory structures.
- 13- *Single Family Dwelling Units are required to maintain a side setback of 10 feet. For Dwelling, single family attached units that share a common wall, the allowed side setback on the common wall side is zero (0) feet and 15 feet on the non-common wall side. The common wall shall meet the requirements of the most recently adopted International Fire Code. Accessory residential structures shall maintain a minimum side setback of 5 feet.
- 14- Minimum lot size is 4,000 SF for Dwellings, single family attached units that share a common wall. Dwelling, single family detached units, without a common wall, the minimum lot size is 8,000 square feet. Minimum lots size for all other residential development is one acre and two acres if no public water and sewer system is available. Minimum lot frontage for 4,000 square foot lots is 40 feet and 80 feet for lots greater than 8,000 square feet.
- 15- Measuring lot width to depth at front line: Lot Width is the horizontal distance between the side lot lines, measured at right angles to the lot depth at a point midway between the front and rear lot lines. Lot depth is measured along an imaginary straight line drawn from the midpoint of the front property line of the lot to the midpoint of the rear property line or to the most distant point on any other lot line where there is no rear lot line. (See illustration I)

Illustration I



Section 6. Grandfather Rights

A. Purpose

The purpose of this chapter is to provide for the continuance, restoration or replacement of nonconforming structures and the continuation of nonconforming uses and sites.

B. Continuance

Nonconforming uses, sites and structures legally established prior to the effective date of this resolution or any amendments thereto may continue subject to the limitations of this section.

C. Enlargement and Alterations

Enlargement and alterations of nonconforming structures may be allowed if the following requirements are met:

1. The enlargement or alteration will not adversely affect adjacent property owners (viewshed, etc).
2. The enlargement or alteration will meet all setback, height and dimensional requirements of the applicable zoning district.

D. Alteration, Maintenance and Repair

Nonconforming uses and structures may be maintained and repaired as necessary for the safe, convenient and efficient operation of the use or structure provided that such activity does not increase the degree of nonconformity.

E. Destruction and Reconstruction

Any nonconforming use or structure which is destroyed may be reconstructed provided that the reconstruction is commenced within six months of the date of destruction and further provided that the reconstruction shall not increase the degree of nonconformity of the use or structure.

F. Change of Nonconforming Use

A nonconforming use may be changed to any use authorized in the zoning district in which the use is located. No nonconforming use shall be changed to another use not authorized in the zoning district in which the use is located.

G. Discontinuance

If a nonconforming use is discontinued for a period of one year, the nonconforming use shall not be resume and any future use of the site or structure shall conform to the requirements of this resolution. Intent to resume a nonconforming use shall not affect the operation of this section.

Section 7. Conditional Uses

A. Scope of Regulations

Conditional Use Permits require a public hearing before the Commission and the Board. Conditional uses are certain uses which, while not normally permitted in a particular zone district, may be acceptable under specific circumstances and subject to certain special conditions or requirements deemed necessary by the Board.

Uses listed in the Use Chart in Section 5 (Zone District Regulations) as Conditional may only be conditionally allowed in the district listed. No more than two Conditional Uses are allowed per lot or parcel.

Conditional uses legally established prior to the effective date of this resolution or any amendments thereto may continue upon approval in a public hearing.

To insure that the conditionally permitted use does not unreasonably impose adverse impacts on the health, safety, and general welfare of the County or on adjacent or nearby properties or residents, the Board may impose conditions on a permit approval.

B. Review Criteria

Each request for a Conditional Use Permit shall be consistent with the criteria listed below:

1. The request is consistent with all applicable provisions of the Comprehensive Plan.
2. The request shall not adversely affect adjacent properties.
3. The request is compatible with the existing or allowable uses of adjacent properties.
4. The request can demonstrate that 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 request can demonstrate adequate provision for maintenance of the use and associated structures.
6. The request has minimized, to the greatest degree possible, adverse effects on the natural environment.
7. The request will not create undue traffic congestion.
8. The request will not adversely affect the public health, safety or welfare.
9. The request conforms to all applicable provisions of this Resolution.

C. Standard Permit Requirements

Conditional Use Permits may be allowed through the public hearing process to ensure

neighborhood compatibility and the health, safety and welfare of occupants of surrounding lands and communities.

Applications for Conditional Use Permit approval shall be made on a form provided by the County together with the required fee. The following information is required for every Conditional Use Permit Application:

1. The name, mailing address and phone number of the applicant and landowner. Email addresses are requested to expedite communication.
2. The name of the business that will be operating on the site and contact information for that business.
3. The legal description of the property upon which the use will be located and operated.
4. The Conditional Use for which the permit is being sought and a complete description of the specific activity.
5. A statement of the hours of operation and duration of the proposed use.
6. Contact information for any Federal, State or local agency under which your use is also regulated.
7. A Site Plan meeting the requirements of Section 4.B.3.
8. Specific uses may require additional information.

D. Review and Approval

The review and approval process for a Conditional Use Permit shall be in accordance with all of the requirements of this Resolution. The Commission and the Board shall consider the effect of the proposed use upon the health, safety, and general welfare of occupants of surrounding lands, existing and anticipated traffic conditions including parking facilities on adjacent streets and lands, and the effect of the proposed use on the Comprehensive Plan. The Commission may recommend and the Board may impose such conditions and safeguards as it deems necessary.

E. Uses by Conditional Use Permit

Please see District Uses chart in Section 5 for conditional uses allowed in each zone district. The following conditional uses require specific development standards in addition to the standard permit and site plan requirements outlined in Section 4.B.3.

1. Bed and Breakfast Home

Subject to the following requirements:

- a. The structure must be owner occupied and not more than four guestrooms and eight people per night shall be permitted.

- b. The only meal to be provided to guests shall be breakfast. Other than registered guests, no meals shall be served to the general public.
- c. Guests may stay no more than six consecutive days. The establishment may not be operated as a boarding house, and weekly rates cannot be offered.
- d. The outside appearance of the structure shall not be altered from its single-family appearance.
- e. One off-street parking space per guestroom shall be provided.
- f. One advertising sign not to exceed six square feet may be permitted. The sign may be attached or freestanding and shall not exceed six feet in height. The sign shall not be a flashing sign, moving sign or electronic changeable message panel.
- g. A Bed and Breakfast shall not impair the residential character of the neighborhood in which it is located.
- h. A Bed and Breakfast shall operate under a valid permit issued by the State of Wyoming.
- i. No receptions, private parties or similar activities shall be permitted.

2. Crematorium

The applicant must obtain and submit DEQ permits.

Water Treatment and Disposal Facility, Commercial

- a. Sites shall be a minimum of 40 acres in size.
- b. Expansion of a facility operating under an approved Conditional Use Permit will require a new Conditional Use Permit.
- c. Must be set back from any irrigated lands, residences or residentially zoned property a minimum of one mile.
- d. Must be set back one-half mile from any perennial or intermittent stream, as identified by USGS, surface waters or regulatory wetlands.
- e. Perimeter fencing at least six feet in uniform height and of uniform material shall be installed to keep wildlife and agriculture stock off of the premises.
- f. Emergency contact information including 24-hour phone contact must be posted at the entrance to the site and receiving areas.
- g. A contingency plan, including a Hazardous Materials Inventory, maintained on-site and filed with the Sweetwater County Sheriff, Emergency Management, and applicable Fire District, describing what actions should be taken in the event of an

unintentional release and/or exposure.

- h. Any Conditional Use approved by the Board must also be approved by the Wyoming Department of Environmental Quality and will run in conjunction with DEQ permits.

3. Fireworks

- a. Only one fireworks business may be operated per lot or parcel.
- b. The IFC shall apply to and govern the operation of a fireworks business. All fireworks businesses and accessory storage buildings will be inspected yearly for IFC compliance.
- c. A total of 10 gallons of flammable or combustible liquids may be stored in an accessory structure which does not contain fireworks within 50 feet.
- d. Structures containing fireworks shall not be located within 50 feet of a motor vehicle fuel-dispensing station dispenser or within 300 feet of flammable gas and flammable liquefied gas bulk above ground storage and dispensing areas.
- e. Accessory buildings for the storage of fireworks shall be placed behind the rear building line and separated by no less than 20 feet from a structure selling fireworks.
- f. Accessory structures not storing fireworks shall be placed behind the front building line and separated by no less than 10 feet from a structure selling fireworks.
- g. No smoking shall be permitted in or on the premises and a sign stating in bold letters "No Smoking" shall be prominently displayed inside and outside the fireworks business.
- h. No fireworks shall be discharged in or on the premises of the fireworks business.
- i. The area located within 30 feet of a firework sales or storage building shall be kept free of accumulated dry grass, dry brush, and combustible debris.

4. Hazardous Materials

Hazardous Materials includes the storage of fuels over amount allowed in the zoning district, the storage of explosives and the storage of radioactive materials.

- a. Fuels
 - (1) Total amount and type of fuel requested to be stored on the parcel.
 - (2) Brief explanation of need for larger quantities of fuel.

- (3) Emergency contact information including 24-hour phone contact must be posted at the entrance to the site and receiving areas.
 - (4) A contingency plan, including a Hazardous Materials Inventory, maintained on-site and filed with the Sweetwater County Sheriff, Emergency Management, and applicable Fire District describing what actions should be taken in the event of an unintentional release.
- b. Explosives
 - (1) Only allowed in the I-1 (if located over 1,000 feet from a residential zoning district), I-2 and MD-1 zoning districts.
 - (2) All activities, use, handling, storage, disposal and transportation of radioactive or explosive materials shall comply with all of the requirements of the ATF and any other applicable federal, state and county requirements. Valid certifications, licenses and permits shall be available for review by the County upon request.
 - (3) Emergency contact information including 24-hour phone contact must be posted at the entrance to the site and receiving areas.
 - (4) A contingency plan, including a Hazardous Materials Inventory, maintained on-site and filed with the Sweetwater County Sheriff, Emergency Management, and applicable Fire District describing what actions should be taken in the event of an unintentional release.
 - (5) Any Conditional Use approved by the Board must also be approved by the ATF and will run in conjunction with ATF permits.
- c. Radioactive Materials
 - (1) Only allowed in the I-1 (if located over 1,000 feet from a residential zoning district), I-2 and MD-1 zoning districts.
 - (2) All activities, use, handling, storage, disposal and transportation of radioactive or explosive materials shall comply with all of the requirements of the NRC and any other applicable federal, state and county requirements. Valid certifications, licenses and permits shall be available for review by the County upon request.
 - (3) Emergency contact information including 24-hour phone contact must be posted at the entrance to the site and receiving areas.
 - (4) A contingency plan, including a Hazardous Materials Inventory, maintained on-site and filed with the Sweetwater County Sheriff, Emergency Management, and applicable Fire District describing what actions should be taken in the event of an unintentional release.

- (5) Any Conditional Use approved by the Board must also be approved by the NRC and will run in conjunction with NRC permits.

5. Impound, Salvage and Storage Yard for Vehicles

- a. Cannot be established within 600 feet of a church, school or residential zoning district or within one mile of a recreational facility.
- b. Hazardous Waste Inventory identifying possible storage or discharge of hazardous wastes.
- 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 fences shall be permanent and constructed to a minimum of six feet above finished grade. The Board may approve alternative screening plans and methods.
- e. No stacking of vehicles is allowed over six feet in height unless approved by the Board.
- f. The business must be licensed with the State of Wyoming.
- 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.

6. Junkyard and/or Recycling Center

- a. Cannot be established within 600 feet of a church, school or residential zoning district or within one mile of a recreational facility.
- b. Hazardous Waste Inventory identifying possible storage or discharge of hazardous wastes.
- 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 fences shall be permanent and constructed to a minimum of six feet above finished grade. The Board may approve alternative screening plans and methods.
- e. No storage shall be visible above the fence when viewed standing at ground level at the lot line.

- f. The business must be licensed with the State of Wyoming.
 - g. The Conditional Use for a Junkyard and/or Recycling Center shall be termed to two years at which time a new application may be submitted.
7. Kennels and Pet Boarding
- a. Kennels and pet boarding facilities shall be kept in a clean and sanitary manner by the daily removal of waste.
 - b. Animal odors shall not be detectable beyond the lot lines of the property wherein the kennel is located.
 - c. The kennel enclosure shall be screened by a permanent, non-transparent fence made of uniform material and built to a uniform height of a minimum of six feet.
 - d. Grooming services for the animals being boarded may be allowed as an incidental use provided the grooming services are conducted indoors and the grooming area is limited to 200 square feet in area.
 - e. Kennels must be set back from side and rear lot lines a minimum of 50 feet in every zoning district allowing Kennels and pet boarding as a conditional use.
 - f. The Conditional Use for Kennels and Pet Boarding shall be termed to two years at which time a new application may be submitted.
8. Off-Premise Signs / Billboards
- a. The maximum height shall be 40 feet computed as the distance from the base of the sign at normal, finished grade to the top of the highest attached component of the sign. No mounding, filling or berming solely for the purpose of locating the sign is allowed.
 - b. Clearance must be 10 feet above finished grade for the length of the sign.
 - c. A maximum of one off-premise sign/billboard is allowed per lot or parcel.
 - d. The sign as measured from the edge of the widest point must be set back a minimum of 50 feet from each lot line.
9. Solar Energy Facility
- a. Design Standards for Solar Energy Facilities
 - (1) Solar Energy Facilities shall be enclosed by perimeter fencing to restrict unauthorized access.
 - (2) Potable Water and Sanitary Sewer. All permanent occupied operation and maintenance buildings must have approved potable water and sanitary

sewer systems. This approval shall be obtained from the Sweetwater County Health Department or WDEQ.

- (3) All Solar Energy Facilities shall comply with the National Electrical Code, current edition and applicable ICC codes. In addition, all solar energy system components shall comply with the standards of the Wyoming Department of Fire Prevention and Electrical Safety.
- (4) Height. All Solar Energy Facilities structures shall not exceed twenty five feet in height.
- (5) Solar Energy Facilities shall not be located within the Growth Management Area.
- (6) Minimum lot size. No Solar Energy Facility shall be constructed on any parcel less than 40 acres in size.
- (7) On-site power lines shall be placed underground.
- (8) Greater Sage Grouse Areas. No Solar Energy Facility shall be located within Greater Sage Grouse Core Areas as defined by Governor Order 2011-5 or as amended, or Sage Grouse Priority Habitat and Focal Areas as defined by the BLM approved Resource Management Plan Amendment for Greater Sage Grouse. When the Governor's Sage Grouse Executive Order and the BLM approved Resource Management Plan amendment for Greater Sage Grouse conflict, the more restrictive of the documents shall apply.
- (9) State and Federal Agencies and Others: Solar Energy Facility shall incorporate project recommendations created by local, state and federal government bodies, departments or agencies.

At a minimum, these governments, departments and agencies shall include the Wyoming Departments of Game & Fish, Transportation, Agriculture and Environmental Quality, and, depending on the project location, the Bureau of Land Management, the United States Forest Service, the United States Fish and Wildlife Service or the Bureau of Reclamation and others identified by the Department.

Through the Sweetwater County application review and approval process, the Planning and Zoning Commission and the Board of County Commissioners have the option to approve in whole or in part, approve with conditions or remand the recommendations back to the applicant for consultation with the governing body agency or department.

- (10) Site Management

- (a) Drainage from the Solar Energy Facility shall not adversely affect upstream and downstream properties.
 - (b) Solar Energy Facility shall avoid soil erosion and controlled runoff. Disturbance and construction on erodible soils and slopes shall be avoided.
 - (c) Dust control within all phases of the Solar Energy Facility is mandatory by means acceptable to Sweetwater County and WDEQ.
 - (d) Noxious Weed and Invasive Species control, as defined by Wyoming Statutes, except where rules are superseded by a governing agency, shall be required in all phases of the Solar Energy Facility. Invasive species, as defined by Sweetwater County Weed and Pest, shall be controlled in all phases of the Solar Energy Facility.
 - (e) Damage to existing vegetation shall be minimized. Disturbed areas shall be reseeded in accordance with WDEQ regulations and the reclamation plan approved by the Board, except where rules are superseded by a governing agency.
- (11) Visual appearance
- (a) Solar Energy Facility buildings and accessory structures shall, to the extent reasonably possible, use materials, colors, and textures that will blend the facility into the existing environment.
 - (b) Appropriate landscaping and/or screening materials may be required to help screen the Solar Energy Facility.
 - (c) No Solar Energy Facility shall be placed such that concentrated solar glare projects onto adjacent properties or roadways within 1-1/4 mile of the project site.
 - (d) Solar panels shall not be placed in the vicinity of any airport in a manner that would interfere with airport flight patterns. Acknowledgement of approval from the Federal Aviation Administration will be necessary.
 - (e) Lighting of the Solar Energy Facility and accessory structures shall be limited to the minimum necessary and full cut-off lighting (e.g., dark sky compliant) may be required when determined necessary to mitigate visual impacts.

(12) Noise

- (a) No operating Solar Energy Facility shall produce noise that exceeds the following limitations:
 - i. 50 decibels on the dB(A) scale during the hours between 7 AM and 7 PM MDT as measured at the property line of any neighboring residentially zoned lot, and;
 - ii. 45 decibels on the dB(A) scale during the hours between 7 PM and 7 AM MDT as measured at the property line of any neighboring residentially zoned lot.
- (13) Setbacks. Solar Energy Facility structures shall be setback from all property lines at least fifty feet. All Solar Energy Facility structures shall be setback not less than two hundred feet from public rights-of-way for properties zoned agriculture and one hundred feet on all other lands allowed by this Resolution, or one and on-half times the height of the Solar Energy Facility structure, whichever is greater. Solar Energy Facilities shall also be setback a minimum of one hundred (100) feet from any outer boundary of the facility. Additional setback may be required to mitigate noise and glare impacts, to accommodate known big game animal migrations and frequent local wildlife movements and to reduce the risk of motor vehicle from any big game animal collisions, or to provide for designated road or utility corridors, as identified through the review process. Solar Energy Facility structures shall be setback a minimum of 1.25 miles from any residentially zoned properties or residence.
- (14) Decommissioning
 - (a) Solar Energy Facility which has not been in active and continuous service for a period of one year shall be removed at the owner's or operator's expense.
 - (b) The site shall be restored in accordance with the approved reclamation plan within six months of the removal.
 - (c) Unless exempt by the Public Service Commission, proof of financial assurance for complete decommissioning and site reclamation shall be provided in accordance with WECS regulations.
- b. Application Requirements
 - (1) Letters from all surface property owners upon which the Solar Energy Facility will be located or other legal documentation (memorandum of lease, etc.) which demonstrates consent of owners.

- (2) Certify that reasonable efforts have been undertaken to provide notice in writing to all owners of land within one (1) mile of the proposed facility, to the military installation commander or the commander's designee if there are any active federal military missile launch or control facilities within five (5) miles of the proposed facility, to the department of transportation and to all cities and towns located within twenty (20) miles of the facility. Notice shall include a general description of the project including its location, projected number and capacity of turbines or solar energy facilities, the likely routes of ingress and egress and the likely location of electric transmission and other related facilities;
- (3) Certify that notice of the proposed facility will be published in accordance with W.S. 18-5-503. The notice shall include a brief summary of the facility, invite the public to submit comments and identify the time and date of the hearing;
- (4) Certify that the proposed facility will comply with all the standards required by W.S. 18-5-504;
- (5) Certify that the proposed facility will comply with all applicable zoning and county land use regulations, which regulations shall be no less stringent than the standards required by the Wyoming State Statute;
- (6) Certify that a written emergency management plan has been submitted for review and comment to the county fire warden, county emergency management coordinator and the county sheriff. If the permit is granted, the plan shall be supplemented and revised following construction of the facility and prior to its operation if there are any variations in the facility's construction which would materially impact the original emergency management plan;
- (7) General Scope of Solar Energy Facility. Relevant information on the project including general location of the project, timeframe for construction including the schedule for phasing, project life, markets for the electricity produced and status of power purchase agreement.
- (8) Public utility information. Documentation that the proposed Solar Energy Facility is owned or operated by a Public Utility and subject to the requirements of the Public Service Commission, if applicable.
- (9) Summary of the Solar Energy Facility. Provide a description of the Solar Energy Facility including its total nameplate generating capacity and a nameplate capacity of each module, the equipment manufacturers, types of solar modules, complete component list of Solar Energy System, number of solar arrays, the maximum solar energy system height, and the minimum distance between the ground and the top of the solar array.

- (10) Social and Economic Report. The social and economic reporting requirements shall include the following:
 - (a) The estimated amount of property, sales, and other taxes to be generated by the project in Sweetwater County.
 - (b) Estimated local expenditures of construction materials in Sweetwater County.
 - (c) The estimated number of construction jobs and estimated construction payroll. Estimated number of local construction job opportunities.
 - (d) Estimate the construction workforce spending in Sweetwater County.
 - (e) Estimate number of permanent jobs and estimated continuing payroll.
- (11) Drawings, prepared by a qualified professional Licensed in the State of Wyoming, prepared to a suitable scale on 24" x 36" sheets.
 - (a) Solar Energy Facility boundary lines and property lines prepared by a Wyoming Licensed Surveyor.
 - (b) Legal description of Solar Energy Facility Boundary.
 - (c) All existing and proposed structures, right of ways, and above and below ground facilities and utilities within the Solar Energy Facility.
 - (d) All existing and proposed public and private access roads and turnout locations including dimensions.
 - (e) Topographic line showing the existing topography of the project and the surrounding area.
 - (f) Fencing detail.
 - (g) A complete electrical layout of the entire Solar Energy Facility including substations, transmission collector and gathering lines and other ancillary facility components.
- (12) Drainage, Erosion, Dust Control, Grading and Vegetation Removal Plan prepared by a Wyoming Licensed Engineer which includes the following: Drainage calculations based on a 25 year storm event unless the location, terrain and topography dictate a higher amount.

- (a) Existing and proposed contours.
 - (b) Existing wetlands and floodways.
 - (c) Water management structures.
 - (d) Drainage flow direction.
 - (e) Effects on downstream and upstream properties.
 - (f) Erosion mitigation and runoff control.
 - (g) Dust control plan.
- (13) Waste Management Plan. A waste management plan that includes an inventory of estimated solid wastes to be generated and a proposed disposal program for the construction, operation and eventual decommissioning of the proposed Solar Energy Facility.
 - (14) Environmental Analysis. In the absence of a required state or federal agency environmental review for the project (e.g. NEPA), the Commission and Board may require an environmental report in accordance with WECS regulations prepared by a licensed professional.
 - (15) Provide a site and facility reclamation and decommissioning plan. which indicates the planned life of the facility and the means by which the facility and its site will be decommissioned and reclaimed at the end of the facility's life and which certifies that any owner of land within the facility and its site who is not the applicant has been consulted in development of the reclamation and decommissioning plan. Such plan shall comply with all requirements adopted by the industrial siting council under W.S. 35-12-105(d). If the permit is granted, the plan shall be updated every five (5) years until site reclamation and decommissioning is complete.
 - (16) Certify that there shall be no advertising or promotional lettering on any solar energy facility, tower, turbine, nacelle or blade beyond the manufacturer's or the applicant's logo on the solar energy facility.
 - (17) Visual Impacts, Appearance, and Scenic Viewsheds. Potential visual impacts may be caused by components of the project such as mirrors, solar towers, cooling towers, steam plumes, aboveground electrical lines, accessory structures, access roads, utility trenches and installations, and alteration of vegetation. Those projects that are within a sensitive viewshed, utilize reflective components (e.g., exposed mirrors), shall provide a viewshed analysis of the project, including visual simulations of the planned structures. The number of visual simulations shall be sufficient to provide adequate analysis of the visual impacts of the proposal, which shall be from no less than ten vantage points that together

provide a view from all sides of the project. The County may require analysis from significantly more vantage points, such as different distances and sensitive locations.

- (18) The applicant shall provide an analysis from solar glare hazard analysis software for PV systems that provide a quantified assessment of when and where glare will occur throughout the year on to nearby properties and public roadways. If glare is predicted, the applicant shall provide mitigation measures to address the impacts of solar glare. Mitigation measures may include and are not limited to textured glass, anti-reflective coatings, screening, and angling of solar PV modules in a manner that reduces glare to surrounding land uses.
- (19) Traffic study in accordance with WECS regulations.
- (20) Provide evidence sufficient for the board of county commissioners to determine if the proposed facility has adequate legal access. The application also shall describe how private roadways within the facility will be marked as private roadways and shall acknowledge that no county is required to repair, maintain or accept any dedication of the private roadways to the public use.
- (21) Transportation Plan for Construction and Operation Phases. Indicate by description and map what roads the project will utilize during the construction and operation/maintenance phases of the project, along with their existing surfacing and condition. Specify any new road and proposed upgrade or improvements needed to the existing road system to serve the project. If significant impacts to the transportation system are anticipated, the County may require financial guarantees to ensure proper repair/restoration of roadways or other infrastructure damaged or degraded during construction to dismantling of the project. Road Use and Maintenance agreement in accordance with WECS regulations may be required.
- (22) Notice of Mineral Rights. Applicant(s) shall certify that notice has been provided to the record owners and claimants of mineral rights located on or under the lands where the proposed Solar Energy Facility will be constructed. Such notice shall contain the location of proposed Solar Energy Facilities project, underground wiring and may include notice by publication. The certification of notice shall be provided with the application. The notice shall comply with all standards and requirements adopted by the Wyoming Industrial Siting Council.
- (23) Local, State and Federal Government, Department and Agency Project Recommendations or Requirements: The application shall incorporate the recommendations or requirements created and approved by Local, State and Federal governments, departments and agencies.

To allow sufficient time to collaborate with governments, departments and agencies on project design features, the applicant is strongly encouraged to submit its proposed project to the governments, departments and agencies required Section 7.E.10.(a)(9) of this regulation well in advance of the application submittal to the Department.

10. Subsurface Storage

- a. The building or structure must be constructed to blend in with the surrounding environment and uses.
- b. The building or structure shall not be used for temporary or permanent occupancy other than temporary occupancy as an accessory use (office).
- c. Submittal of elevation and drainage plans certified by a Professional Engineer licensed in the State of Wyoming.

11. Work Camp

- a. The work camp is proposed to be in operation in excess of 120 days and not more than two years.
- b. The work camp will accommodate more than 25 employees.
- c. Accessory storage yards are allowed.
- d. Methods of providing power, water, phone, fire protection, sewage and garbage service must be provided.
- e. Provide method of vehicular access and the arrangement for maintenance of site access roads.
- f. Provisions for storage of flammable and combustible liquids and gases.
- g. Food service and storage must be approved by Sweetwater County Environmental Health.

Section 8. Temporary Uses

A. Scope of Regulations

Temporary Use Permits allow short-term activities that may not be allowed in the applicable zone district but may be permissible because of their temporary nature.

Uses listed in the Use Chart in Section 5 (Zone District Regulations) as Temporary may only be temporarily allowed in the district listed.

To insure that the temporary permitted use does not unreasonably impose adverse impacts on the health, safety, and general welfare of the County or on adjacent or nearby properties or residents, the County may impose conditions on a permit approval.

Temporary Use Permits are not transferable or assignable.

B. Review Criteria

Each request for a Temporary Use Permit shall be consistent with the criteria listed below:

1. The request shall not adversely affect adjacent properties.
2. The request is compatible with the existing or allowable uses of adjacent properties.
3. The request can demonstrate adequate provision for maintenance of the use and associated structures.
4. The request has minimized, to the greatest degree possible, adverse effects on the natural environment.
5. The request will not create undue traffic congestion.
6. The request will not adversely affect the public health, safety or welfare.
7. The request conforms to all applicable provisions of this Resolution.

C. Standard Permit Requirements

Temporary Use Permits shall comply with all applicable zoning district and development standards of the Development Codes.

Temporary Use Permits are granted by the Department for a specific period of time but shall not be granted for more than one year, with no renewals, unless allowed by this resolution or approved through the public hearing process before the Commission and the Board.

Applications for Temporary Use Permit approval shall be made on a form provided by the County together with the required fee. The following information is required for every Temporary Use Permit Application:

1. The name, mailing address and phone number of the applicant and landowner. Email addresses are requested to expedite communication.
2. The name of the business that will be operating on the site and contact information for that business.
3. The legal description of the property upon which the use will be located and operated.
4. The Temporary Use for which the permit is being sought and a complete description of the specific activity.
5. A statement of the hours of operation and duration of the proposed use.
6. Measures for removal of the activity and site restoration.
7. Contact information for any Federal, State or local agency under which your use is also regulated.
8. A Site Plan meeting the requirements of Section 4.B.3.

D. Review and Approval

The review and approval process for a Temporary Use Permit shall be by the Department which shall consider whether the establishment, maintenance or operation of the use will not be detrimental to the health, safety or general welfare of persons residing or working in the neighborhood of the proposed use.

The Department may issue a Temporary Use Permit after notice has been posted on the property, adjacent property owners, agencies and parties of interest have been notified for a minimum of 14 days and no reasonable concerns have been received by the Department. If reasonable concerns are received and cannot be mitigated, the Department shall schedule public hearings before the Commission and the Board to receive approval of the Temporary Use Permit.

The applicant may also request a longer duration for the Temporary Use through the public hearing process.

E. Uses by Temporary Use Permit

Please see District Uses chart in Section 5 for temporary uses allowed in each zone district. The following temporary uses require specific development standards in addition to the standard permit requirements and site plan requirements outlined in Section 4.B.3.

1. Temporary Construction Office
 - a. Used during the construction of a main building or buildings on the same site.

- b. Shall be removed within 30 days of the occupancy of the main building.
- 2. Temporary Construction Yards, Off-Site
 - a. Used in conjunction with an approved construction project.
- 3. Temporary Dwellings
 - a. Used when a primary dwelling is being constructed or remodeled provided a Zoning Permit for Construction has been issued for the permanent dwelling unit.
 - b. Temporary Dwellings are approved for a period of two years.
 - c. May be a manufactured home or recreational vehicle.
 - d. The temporary dwelling must be connected to septic, sewer and water systems as approved by Environmental Health or a water and/or sewer district.
 - e. Recreational vehicles used for lodging for visitors for 14 days or less are exempt.
- 4. Temporary Fireworks Sales
 - a. Only approved for businesses with an existing, unexpired Conditional Use Permit for Fireworks.
 - b. Only allowed on the same lot or parcel as the unexpired permit.
 - c. Graded, off-street parking for a minimum of four vehicles must be provided.
 - d. The temporary structure must be set back from all property lines and right-of-ways ten feet and 20 feet from all other structures.
 - e. The temporary structure must be open-sided and not greater than 200 square feet in size.
 - f. Temporary fireworks sales may only be operated seven days before and after the following holidays:
 - (1) Memorial Day
 - (2) Independence Day
 - (3) Labor Day
 - (4) New Year's Day
 - g. Temporary fireworks structures are allowed to be erected 10 days prior to the above holidays and must be taken down 10 days after the above holidays.

5. Temporary Hardship Exception

A Temporary Hardship Exception may allow the use of a mobile home in conjunction with and on the same lot or parcel as a permitted residential dwelling.

Every Temporary Hardship Exception authorized by the Department shall be personal to the applicant and shall not be transferable.

No Temporary Hardship Exception shall be authorized unless all of the following exist:

- a. That the property and mobile home meets the Lot and Parcel Standards of this Resolution.
- b. If the occupant of the mobile home is specifically engaged to assist the property owner with medical care requirements, no rent shall be charged the mobile home occupant.
- c. The reason for the Temporary Hardship Exception is based on medical or special care requirements and the care recipient's physician signs a written statement on a form provided by the department supporting the Temporary Hardship Exception.
- d. That the mobile home shall be located on the lot or parcel so that it will meet the setback requirements for Permitted Uses in the District in which it is located and that the mobile home shall be no closer to the permitted dwelling than 20 feet.
- e. The Temporary Hardship Exception is valid for a period of one year with compliance inspections and non-fee renewals until the Temporary Hardship Exception is no longer needed.

6. Temporary Sales Lots

- a. Includes Christmas tree lots, pumpkin sales, fruit stands and other similar outdoor sales.
- b. Temporary stands or structures must be constructed in a manner that will reasonably insure the safety of attendants and patrons.
- c. Temporary stands or structures must be setback a minimum of 10 feet from street curbing, property line or right-of-way, whichever is more restrictive.

7. Temporary Storage

- a. An approved Temporary Use Permit for Temporary Storage may be allowed for a maximum of 30 days.
- b. One temporary storage building may be permitted for residential storage on a lot with a legally permitted residential use. A shipping container, portable storage container, or other fully-enclosed, box-like container designed for ease of

loading to and from a transport vehicle may be used.

- c. A temporary storage building may not be placed on a street, sidewalk or public right-of-way or in any location that would impair visibility at an intersection or interfere with vehicular or pedestrian traffic.
- d. A temporary storage building may be approved for a period of up to 6 months when a dwelling has been damaged or destroyed by fire, wind or other catastrophic event which is not intentionally caused by the owner or owner's agent.
- e. A temporary storage building shall not exceed a height of 8-1/2 feet from the lowest ground level adjacent to the structure to the top of the structure.

8. Temporary Work Camps

- a. Must be located on agriculturally (A) zoned land outside of the Growth Management Area.
- b. Shall not exceed 120 days in duration. If in excess of 120 days, the application must be approved through the conditional use permit process.
- c. Shall accommodate no more than 25 employees.
- d. Shall be located five miles or more from a municipal boundary.
- e. Shall provide the following services:
 - (1) Approved potable water, sewerage and solid waste disposal facilities.
 - (2) Adequate parking and access to the site.
 - (3) Maintenance and reclamation of the site.
 - (4) Provisions for outdoor storage of fuels.
 - (5) Approved electrical services.
 - (6) Food service and storage must be approved by Sweetwater County Environmental Health.

Section 9. Home Occupations

A. Intent

The intent and purpose of this Section is to establish criteria for the operation of home occupations in dwelling units within residential districts. This section:

1. Permits and regulates the conduct of home occupations as an accessory use in a dwelling unit, whether owner- or renter-occupied;
2. Ensures that such home occupations are compatible with and do not have a deleterious effect on adjacent and nearby residential properties and uses;
3. Ensures that public and private services, such as streets, sewers or water and utility systems are not burdened by the home occupation to the extent that usage exceeds that normally associated with residential use;
4. Allows residents of the community to use their residences as places to enhance or fulfill personal economic goals under certain, specified standards, conditions and criteria;
5. Enables the fair and consistent enforcement of these home occupation regulations; and
6. Promotes and protects the public health, safety and general welfare.

B. Standard Permit Requirements

Home Occupation Permits shall comply with all applicable zoning district and development standards of the Development Codes.

Home Occupation Permits are granted for a period of one year, with yearly renewals.

Applications for Home Occupation Permit approval shall be made on a form provided by the County together with the required fee. The following information is required for every Home Occupation Permit Application:

1. The name, mailing address and phone number of the landowner. Email addresses are requested to expedite communication.
2. The name of the business that will be operating on the site.
3. The legal description of the property upon which the use will be located and operated.
4. The Home Occupation for which the permit is being sought and a complete description of the specific activity.
5. Home Occupations shall only be operated between the hours of 7:00 a.m. and 10:00 p.m.
6. Number and if non-resident employees are employed. Only one non-resident employee is allowed for non-rural home occupations. Rural home occupations shall be allowed two

non-resident employees.

7. Contact information for any Federal, State or local agency under which your use is also regulated.
8. Outside storage visible to adjacent properties or public rights-of-way shall require approval from the Department.
9. A Site Plan meeting the requirements of Section 4.B.3. One off-street parking space is required per 200 square feet of gross floor area devoted to the Home Occupation.

C. Review and Approval

1. This section applies to any occupation, profession, or business activity customarily conducted within a dwelling unit or residential accessory structure and which occupation or profession is clearly incidental and subordinate to the use of the dwelling unit and does not change the character of the neighborhood. A home occupation is an accessory use to a dwelling unit and no more than two home occupations shall be allowed per parcel.
2. No home occupation, except as exempted, may be initiated, established, or maintained in the dwelling unit except in conformance with the regulations and performance standards set forth in this section.
3. Application for a home occupation shall be made with the Department. The Department shall review all applications for conformity with the requirements of this Section and shall either approve or deny each application. A denied permit may be appealed through the public hearing process. In the case of home occupations not specifically listed as permitted, the Director will decide if the home occupation applied for is allowed. After the effective date of this Section, all home occupations must comply with the requirements of this Section. Home occupations are valid for one year with yearly renewals.

D. Exempt Home Occupations

The activities listed below are not subject to this section, provided that all persons engaged in such activities reside on the premises:

1. Artists, sculptors, and composers not selling their artistic product to the public on the premises;
2. Craft or hobby work, such as jewelry-making and pottery;
3. Internet and mail-order sales only, no on-site retail sales allowed;
4. Home offices with no client visits to the home permitted;
5. Telephone answering and message services.

E. Permitted Home Occupations

The home occupations permitted below are allowed because they do not compromise the residential character of an area, do not generate conspicuous traffic, do not visually call unusual attention to the home and do not generate noise in excess of a residential level.

The following home occupations are permitted subject to the standards established in this section:

1. Accounting, tax preparation, bookkeeping, and payroll services
2. Animal grooming
3. Baking and cooking
4. Catering
5. Child or adult care in accordance with Wyoming Department of Family Services regulations
6. Computer training, design, repair, maintenance and related services
7. Contractor's Business – No outside work or storage
8. Copier and office machine repair and maintenance
9. Drafting services
10. Engineering, architecture, and landscape architecture
11. Financial planning and investment services
12. Fine arts studio (creation of individual works only, no mass production)
13. Hair salon, barbering, hairdressing, and other personal care services (limited to one chair)
14. Information and data processing services
15. Insurance sales
16. Interior decoration (no studio permitted)
17. Mail order business (order taking only, no stock in trade)
18. Massage or Physical Therapy (limited to one table)
19. Musical instruction; voice or instrument
20. Musical instrument tuning and repair
21. Offices for professional, scientific, or technical services

22. Photographic services
23. Professional services (e.g., lawyers and psychotherapists)
24. Real estate services and appraisal
25. Recording studio
26. Small appliance and small engine repair.
27. Tailoring services (e.g., dressmaking and alterations)
28. Teaching of crafts and incidental sale of supplies to students
29. Tutoring

F. Prohibited Home Occupations

The following uses are not permitted as home occupations in residential zoning districts:

1. Body piercing and/or tattooing
2. Churches
3. Gymnastic and dance facilities
4. Machine shop/metal working
5. Medical, dental or chiropractic office
6. Medical procedures
7. Mortuaries
8. Motor vehicle and engine repair
9. Outdoor recreation activities including tracks, trails, courses or speedways
10. Retail sales
11. Sexually oriented businesses
12. Trucking and Tow-Truck Operations
13. Veterinary services

G. Unsafe Home Occupations

If any home occupation has become dangerous or unsafe; presents a safety hazard to the public or motorists on a public right-of-way; or presents a safety hazard to adjacent or nearby

properties, residents, or businesses, the Department may issue a violation or revocation per the procedures of this resolution.

H. Rural Home Occupations

1. Permitted Rural Home Occupations

The following rural home occupations are permitted in the A and RR zoning districts in addition to those specified in Permitted Home Occupations:

- a. Machine shop/metal working.
- b. Motor vehicle and engine repair. Operated indoors. Limit of four licensed vehicles involved with the home occupation parked outside at any time.

2. Accessory Buildings

Where a rural home occupation is conducted in an accessory building, such accessory building shall not exceed the square footage of the footprint of the dwelling.

3. Employees

No more than two nonresident employees may be employed in a rural home occupation.

Section 10. Major Site Plan

A. Purpose

Major Site Plans shall be submitted and reviewed in accordance with the requirements of this Section. A Major Site Plan involves one or more of the following: multiple-family structures; structures with 20,000 or more square feet of gross floor area; 50,000 or more square feet of exterior storage of material or goods; parking for 150 or more motor vehicles.

B. Applicable Districts

The Major Site Plan process may be utilized in the following Zoning Districts: R-3, CRS, B, C, I-1, and I-2. District regulations shall apply.

C. Permit Requirements

Applications for Major Site Plan permit approval shall be made on a form provided by the County together with the required fee. The following information is required for every application:

1. The name, mailing address and phone number of the landowner. Email addresses are requested to expedite communication.
2. The name, mailing address and phone number of the operator of the business.
3. The name of the business that will be operating on the site.
4. The legal description of the property upon which the use will be located and operated.
5. Contact information for any Federal, State or local agency under which your use is also regulated.
6. The use within all structures and how open spaces will be used.
7. A Site Plan meeting the requirements of Section 4.B.3 as well as the following additional information:
 - a. The proposed finished grade of the designated area.
 - b. All curb cuts, driving lanes and access plans. A traffic study may be required depending on your use.
 - c. Traffic circulation patterns.
 - d. All pedestrian walks and malls and open areas.
 - e. The location and height of all fences and walls.

- f. The type of surfacing such as paving, turf, or gravel.
- g. The locations of landscaping and general type of landscaping materials.

D. Development Standards

Approval of the Major Site Plan shall be based on the following Development Standards:

1. Proof and documentation that the following has been accomplished or planned for:
 - a. Proper grading, paving, gutters, and treatment of turf to handle storm water and prevent erosion.
 - b. Pedestrian ways and open spaces which are safe and convenient and separated from vehicular traffic, loading, and parking.
 - c. Safe and efficient vehicular circulation, both on the site and at entrances to the public street system.
 - d. Safe play and recreational areas for residential complexes intended for family occupancy.
 - e. In commercial or industrial complexes screening or planting to shield any adjacent residential areas from the visual encroachment of commercial and industrial architecture and activity.
2. Buildings shall be arranged so that no part of any building containing a Permitted Use is closer than 20 feet to another building containing a Permitted Use.
3. Buildings shall be arranged so that all buildings are accessible by emergency vehicles.

E. Review and Approval

The Department shall review for compliance with these regulations. The Department may notify other agencies, departments or parties of interest of the application.

Upon completing its review and in consideration of any comments received, the Department shall approve or deny the Major Site Plan. If the Major Site Plan is denied, the applicant may file an Appeal to the Board.

Section 11. Parking Regulations

A. General

Off-street parking and loading areas shall be provided and maintained in the quantities specified in the Parking Regulations Table. Expansion of a non-conforming use will be required to meet the requirements of this Section.

Off-street parking and loading shall be provided on the same parcel of property and under the same ownership as the use for which the parking is required.

If a particular use is not listed, the Department shall determine the number of spaces required by comparing the nature of the particular use to one that is listed in the Parking Regulations Table.

The parking requirements set forth in this section may be reduced by 20% by the Department when the following findings are made:

1. The characteristics of a particular use do not necessitate the number of parking spaces or an alternative method of reducing parking needs will be used on the site such as carpooling, tandem parking, shared parking, public transit stop, etc.
2. The reduced parking standard will be adequate to accommodate all parking needs generated by the use and will not be a detriment to the public health, safety and welfare.

B. Specifications

Off-street parking and loading required by this Resolution shall be maintained in accordance with the following specifications:

1. Off-street parking and loading areas shall be provided as specified in the Parking Regulations Table.
2. Individual parking spaces shall be at least 9 feet in width and 20 feet long.
3. Loading spaces shall be at least 12 foot by 45 foot with a 14 foot height clearance.
 - a. Non-Residential uses with less than 5,000 square feet of gross floor area shall provide one loading space which may be combined with a parking space.
4. Parking and loading areas provided under the requirements of this Resolution shall not be used for the commercial sale, repair, or servicing of vehicles and equipment.
5. Parking and loading areas shall be graded for proper drainage and provided with an all-weather surface of gravel, asphalt, concrete, crushed base or other similar material.
6. Each parking or loading space must be usable and readily accessible.

7. Parking and loading areas shall be provided with entrances and exits located so as to minimize traffic congestion. Parking and loading areas shall be designed to provide for traffic safety. Aisle widths shall be 25 foot for 90° parking and 15 foot for 45° parking.
8. If required, parking requirements of the Americans with Disabilities Act are in addition to the parking requirements listed in the Parking Regulations Table.
9. If the specific use is not listed, parking may not be required. The Department will make the final determination as to if and how much parking your use requires.

C. Shared Parking Facilities

To meet the requirements of this regulation, adjacent land uses, lots or sites may share parking under the following conditions:

1. All landowners participating in the shared parking shall execute the necessary cross-access easements to facilitate shared parking and record all easements and associated documents with Sweetwater County.
2. A written agreement for the joint use of parking shall be executed by the parties and approved by the County.
3. Parking requirements shall be the cumulative requirements of the uses sharing the parking, except where different categories of uses are participating in the sharing agreement and are likely to generate distinctly different times of peak parking demand.

D. Parking Regulations Table

Combine Number of Spaces for Permitted & Accessory Uses

DU = Dwelling Unit SF = Square Feet GFA = Gross Floor Area

	USES	Parking Spaces Required per Basic Measuring Unit	Loading Spaces Required per Basic Measuring Unit
	Residential		
	Dwelling, Multi-Family, Site Built	1.5 / DU	None Required
	Dwelling, Single-Family, Manufactured or Mobile	2 / DU	None Required
	Dwelling, Single-Family, Modular	2 / DU	None Required
	Dwelling, Single-Family Detached, Site Built	2 / DU	None Required
	Dwelling, Single-Family Attached, Site Built	2/DU	
	Dwelling, Two-Family Detached, Site Built	2 / DU	None Required
	Dwelling, Unit, Residential Accessory	2 / DU	None Required
	Temporary Dwelling	2 / DU	None Required
	Agriculture		
	Farm Implement Sales, Service & Repair	1 / 1,000 SF GFA	1 / 20,000 SF GFA
	Grain and Feed Mill	1 / Employee on Peak Shift	1 / 20,000 SF GFA
	Grain Elevator	1 / Employee on Peak Shift	1 / 20,000 SF GFA
	Greenhouse, Commercial	1 / 600 SF GFA	1 / 20,000 SF GFA
	Lumber Yard	None Required	1 / 20,000 SF GFA
	Sawmill	1 / Employee on Peak Shift	1 / 20,000 SF GFA
	Animals - Household and Livestock		
	Corrals or Riding School, Commercial	1 / 4 Stalls plus 1 / Employee on Peak Shift	1 / 10,000 SF GFA
	Crematorium, Animal		
	Grooming Facility, Animal	1 / 350 SF GFA, but Not Less Than 3 Spaces	1 / 10,000 SF GFA
	Hospital, Animal	1 / 350 SF GFA	1 / 10,000 SF GFA
	Dairying	1 / 2 Employees on Peak Shift	None Required
	Feed Lots and Sales	1 / Employee on Peak Shift	1 / 10,000 SF GFA
	Feed Store	1 / 1,000 SF GFA	1 / 10,000 SF GFA
	Hatchery	1 / 2 Employees on Peak Shift	1 / 10,000 SF GFA
	Indoor Riding Arena, Commercial	1 / 500 SF GFA	None Required
	Kennel and Pet Boarding	1 / 600 SF GFA plus 1 / Employee on Peak Shift	1 / 10,000 SF GFA
	Riding Accessory Shop	1 / 300 SF GFA	1 / 10,000 SF GFA
	Shelter, Animal	1 / 600 SF GFA plus 1 / Employee on Peak Shift	1 / 10,000 SF GFA
	Slaughterhouse	1 / Employee on Peak Shift	1 / 20,000 SF GFA

Parking Regulations Table

Combine Number of Spaces for Permitted & Accessory Uses

DU = Dwelling Unit SF = Square Feet GFA = Gross Floor Area

	USES	Parking Spaces Required per Basic Measuring Unit	Loading Spaces Required per Basic Measuring Unit
	Commercial and Retail Services		
	Auction Sales	1 / 2 Seats or 2 / 100 SF Whichever is Greater	1 / 10,000 SF GFA
	Bakery, Candy or Confectionary Store	1 / 300 SF GFA	1 / 10,000 SF GFA
	Bank and/or Savings and Loan Offices	1 / 300 SF GFA	1 / 10,000 SF GFA
	Bar, Lounge or Nightclub	1 / 100 SF GFA	1 / 10,000 SF GFA
	Book Store or Newsstand	1 / 300 SF GFA	1 / 10,000 SF GFA
	Business Machine Sales and Service	1 / 300 SF GFA	1 / 10,000 SF GFA
	Clothing and Shoe Store	1 / 300 SF GFA	1 / 10,000 SF GFA
	Convenience Store	1 / 200 SF GFA; Minimum of 4 Spaces	1 / 10,000 SF GFA
	Copy and/or Print Shop	1 / 300 SF GFA	1 / 10,000 SF GFA
	Department Store	1 / 200 SF GFA	1 / 10,000 SF GFA
	Drug Store	1 / 300 SF GFA	1 / 10,000 SF GFA
	Dry Cleaning Plant and/or Commercial Laundry	2 / 3 Employees on Peak Shift Plus 1 / Vehicle Used in Operations	1 / 10,000 SF GFA
	Florist, Garden Center or Nursery	1 / 500 SF GFA	1 / 10,000 SF GFA
	Furniture and Home Furnishings Store	1 / 1,000 SF GFA	1 / 10,000 SF GFA
	Gift, Art, Curio, Stationery or Novelty Shop	1 / 300 SF GFA	1 / 10,000 SF GFA
	Grocery Store or Food Store including meat, fish, dairy, vegetables and fruit	1 / 200 SF GFA	1 / 10,000 SF GFA
	Hardware, Home Improvement, Paint and/or Wallpaper Store	1 / 300 SF GFA Plus 1 / 1000 SF Outside Operations Excluding Parking Lots	1 / 10,000 SF GFA
	Hobby, Scrapbooking, Art and Craft Supplies	1 / 300 SF GFA	1 / 10,000 SF GFA
	Jewelry Store	1 / 300 SF GFA	1 / 10,000 SF GFA
	Laboratory, Research and Support Including Environmental, Medical, Veterinary & Forensic	1 / Employee on Peak Shift	1 / 10,000 SF GFA
	Laundromat and/or Dry Cleaning Collection & Distribution	1 / 300 SF GFA	1 / 10,000 SF GFA
	Liquor Store	6 / 1,000 SF GFA	1 / 10,000 SF GFA
	Locksmith	1 / 600 SF GFA	1 / 10,000 SF GFA
	Music Studio and Musical Instrument Sales and/or Repair	1 / 300 SF GFA	1 / 10,000 SF GFA
	Office	1 / Employee on Peak Shift	1 / 10,000 SF GFA
	Pawn Shop	1 / 300 SF GFA	1 / 10,000 SF GFA
	Pet Store	1 / 300 SF GFA	1 / 10,000 SF GFA
	Photography - Studio and/or Processing	1 / 500 SF GFA	1 / 10,000 SF GFA
	Printing and Publishing Facility	1 / 1,000 SF GFA	1 / 10,000 SF GFA
	Recycled Wood or Building Materials Restoration Store	1 / 300 SF GFA	1 / 10,000 SF GFA
	Restaurant, Cafeteria, Café, Delicatessen or Drive-In	1 / 100 SF GFA; Minimum of 4 Spaces	1 / 10,000 SF GFA
	Seasonal Sales i.e. Christmas Trees, Firewood, Farmer's Markets, etc.	1 / 500 SF GFA Up to 2,000 SF, Then 1 / 2,000 SF GFA	1 / 10,000 SF GFA
	Sexually Oriented Businesses	1 / 100 SF GFA	1 / 10,000 SF GFA
	Shipping and Receiving Store including Rental Mailboxes	1 / 300 SF GFA	1 / 10,000 SF GFA
	Sporting Goods Store	1 / 300 SF GFA	1 / 10,000 SF GFA
	Toy Store	1 / 300 SF GFA	1 / 10,000 SF GFA

Parking Regulations Table

Combine Number of Spaces for Permitted & Accessory Uses DU = Dwelling Unit SF = Square Feet GFA = Gross Floor Area

	USES	Parking Spaces Required per Basic Measuring Unit	Loading Spaces Required per Basic Measuring Unit
	Contractors and Construction Trade		
	Construction Yards - Off-Site	1 / Employee on Peak Shift Plus 1 / Vehicle Used in Operations Plus 1 / 5,000 SF Lot Area	None Required
	General Contractor Shops, Sales, Service & Storage	1 / Employee on Peak Shift Plus 1 / Vehicle Used in Operations Plus 1 / 5,000 SF Lot Area	None Required
	Heavy Equipment Sales, Service & Repair	1 / Employee on Peak Shift Plus 1 / Vehicle Used in Operations Plus 1 / 5,000 SF Lot Area	None Required
	Pipe yards	1 / Employee on Peak Shift Plus 1 / Vehicle Used in Operations Plus 1 / 5,000 SF Lot Area	None Required
	Educational Services		
	Daycare Center	1 / 400 SF GFA	None Required
	Pre-school or Nursery School	1 / 400 SF GFA	1 / 20,000 SF GFA
	Schools, Heavy Equipment Training	1 / 200 SF GFA Classroom Space Plus 1 / Vehicle Used in Operations	1 / 20,000 SF GFA
	Schools, Public or Private – K-8	0.2 / Student	1 / 20,000 SF GFA
	Schools, Public or Private – 9-12	0.5 / Student	1 / 20,000 SF GFA
	Schools, Public or Private - Secondary	1 / Employee Plus 1 / 5 Students	1 / 20,000 SF GFA
	Schools, Trade and Vocational	1 / Employee Plus 1 / 3 Students	1 / 20,000 SF GFA
	Entertainment and Recreation		
	Bowling Alley	2 / Alley Plus 1 / 2 Employees on Peak Shift	1 / 10,000 SF GFA
	Campground for Tent and Vehicular Campers	2 / Campsite Plus 1 / Employee on Peak Shift	None Required
	Carnival, Fair, Market or Festival	1 / 400 SF Lot Area	None Required
	Community Center, Public or Private - Not for Profit or Gain	1 / 300 SF GFA	1 / 20,000 SF GFA
	Dancing or Theatrical Studio	1 / 4 Students Plus 1 / Employee on Peak Shift	None Required
	Drive-In Theater	1 / Vehicle Served Plus 1 / 2 Employees on Peak Shift	None Required
	Fairgrounds	1 / 400 SF Lot Area	None Required
	Fraternal Organization	1 / 300 SF GFA	1 / 10,000 SF GFA
	Golf Course, Miniature	1 / Hole	None Required
	Golf Course, Public or Private or Driving Range	4 / Hole	None Required
	Recreational Facilities NOT involving Firearms, Motor Vehicles or Animals	10 / 1,000 SF GFA	1 / 10,000 SF GFA
	Rifle, Pistol, Skeet or Trap Range	1 / Shooting Lane	None Required
	Roller Skating or Ice-Skating Rinks	1 / 300 SF GFA	1 / 10,000 SF GFA
	Theater	1.5 / 10 Seats Based on Maximum Design Capacity	1 / 10,000 SF GFA
	Track, Trail, Course or Speedway - Animal, Vehicle or Athlete	1 / 50 SF Lot Area	1 / 10,000 SF GFA
	Funerary Services		
	Crematorium	1 / Employee on Peak Shift	1 / 4,000 SF GFA
	Mortuary	1 / 3 Seats Plus 1 / 2 Employees on Peak Shift	1 / 4,000 SF GFA

Parking Regulations Table

Combine Number of Spaces for Permitted & Accessory Uses DU = Dwelling Unit SF = Square Feet GFA = Gross Floor Area

	USES	Parking Spaces Required per Basic Measuring Unit	Loading Spaces Required per Basic Measuring Unit
	Hazardous, Flammable and Combustible Materials		
	Explosives - Storage	1 / Employee on Peak Shift Plus 1 / Vehicle Used in Operations	None Required
	Filling Station - Gasoline, Diesel, LP and CNG	1 / 200 SF GFA Plus 1 / Employee on Peak Shift	1 / 10,000 SF GFA
	Fireworks	1 / 300 SF GFA Plus 1 / Employee on Peak Shift	1 / 10,000 SF GFA
	Hazardous Waste Disposal Facility	1 / Employee on Peak Shift	1 / 10,000 SF GFA
	Incinerator	1 / Employee on Peak Shift	1 / 10,000 SF GFA
	Liquid Nitrogen Plant	1 / Employee on Peak Shift Plus 1 / Vehicle Used in Operations	1 / 10,000 SF GFA
	Radioactive Materials Storage	1 / Employee on Peak Shift Plus 1 / Vehicle Used in Operations	None Required
	Refinery	1 / Employee on Peak Shift Plus 1 / Vehicle Used in Operations	1 / 10,000 SF GFA
	Water Treatment and Disposal Facility, Commercial	1/ Employee on Peak Shift Plus 1/ Vehicle Used in Operations	None Required
	Lodging		
	Bed and Breakfast Home	1 / Guest Room Plus 1 / Employee on Peak Shift	None Required
	Hotel or Motel	1 / Sleeping Room Plus 1 / 400 SF Meeting Area or Restaurant	1 / 10,000 SF GFA
	Hunting Camp	1 / Sleeping Room	None Required
	Lodge or Resort	1 / Sleeping Room Plus 1 / 400 SF Meeting Area or Restaurant	1 / 10,000 SF GFA
	Ranch Recreation Facility	1 / Sleeping Room Plus 1 / 400 SF Meeting Area or Restaurant	1 / 10,000 SF GFA
	Rooming or Boarding House	1 / Sleeping Room	None Required
	Temporary Work Camp - Less Than 60 Days and Less Than 25 People	1 / 4 Workers	None Required
	Temporary Work Camp - 60 Days and Over and 25 People and Over	1 / 4 Workers	None Required
	Manufacturing		
	Asphalt and/or Concrete Mixing or Batch Plant	2 / 3 Employees on Peak Shift	None Required
	Assembly or Fabrication from Component Parts or from Materials Already Processed or Manufactured into their Final Usable State	2 / 3 Employees on Peak Shift Plus 1 / Vehicle Used in Operations	1 / 20,000 SF GFA
	Bottling Plant	2 / 3 Employees on Peak Shift Plus 1 / Vehicle Used in Operations	1 / 20,000 SF GFA
	Bulk Plant, Gasoline or LP Gas	2 / 3 Employees on Peak Shift Plus 1 / Vehicle Used in Operations	None Required
	Chemical Fertilizer and Weed and Pest Control Products	2 / 3 Employees on Peak Shift Plus 1 / Vehicle Used in Operations	None Required
	Ready Mix Cement Plant	2 / 3 Employees on Peak Shift Plus 1 / Vehicle Used in Operations	None Required
	Welding Equipment Sales & Service	2 / 3 Employees on Peak Shift Plus 1 / Vehicle Used in Operations	1 / 20,000 SF GFA
	Medical Services		
	Ambulance Station	1 / Employee on Peak Shift Plus 1 / Vehicle Used in Operations	None Required
	Dental or Medical Clinic	1 / 200 SF GFA	None Required
	Hospital	2.5 / 1000 SF GFA	1 / 20,000 SF GFA
	Laboratory, Medical or Dental	1 / 500 SF GFA	1 / 20,000 SF GFA
	Nursing Home	1 / 4 Beds Plus 1 / Employee on Peak Shift	1 / 20,000 SF GFA
	Pharmacy	1 / 300 SF GFA	1 / 20,000 SF GFA

Parking Regulations Table

Combine Number of Spaces for Permitted & Accessory Uses DU = Dwelling Unit SF = Square Feet GFA = Gross Floor Area

	USES	Parking Spaces Required per Basic Measuring Unit	Loading Spaces Required per Basic Measuring Unit
	Mining and Extraction		
	Compressor Station	1 / Vehicle Used in Operations	None Required
	Heavy Construction Contractor Shops and Storage Yards	1 / Vehicle Used in Operations	None Required
	Mining, Drilling and Oilfield Equipment Sales, Supplies, Fabrication and/or Repair	2 / 3 Employees on Peak Shift Plus 1 / Vehicle Used in Operations	1 / 20,000 SF GFA
	Power Plant (Coal, Oil, Natural Gas, Nuclear, Hydroelectric & Geothermal)	2 / 3 Employees on Peak Shift Plus 1 / Vehicle Used in Operations	None Required
	Underground Mining	2 / 3 Employees on Peak Shift Plus 1 / Vehicle Used in Operations	1 / 20,000 SF GFA
	Water Service	2 / 3 Employees on Peak Shift Plus 1 / Vehicle Used in Operations	None Required
	Professional/Personal Services		
	Appliance Sales, Service and Repair	1 / 400 SF GFA	1 / 20,000 SF GFA
	Attorney's Office	1 / Employee on Peak Shift	None Required
	Beauty Shop, Barber Shop, Salon	2 / Station Plus 1 / 2 Employees on Peak Shift	None Required
	Exterminator Service	1 / Vehicle Used in Operations	None Required
	Mini-Warehousing and/or Self Storage Facility	1 / 75 Storage Units; Minimum of 3 Spaces	None Required
	Real Estate Brokerage Office	1 / 200 SF GFA	None Required
	Travel Agency	1 / 200 SF GFA	None Required
	Public Services		
	Correctional Facility	1 / 25 Inmates Plus 1 / Employee on Peak Shift Plus 1 / Vehicle Used in Operations	1 / 20,000 SF GFA
	Fire Station	1 / Employee on Peak Shift Plus 1 / Vehicle Used in Operations	None Required
	Library	1 / 500 SF GFA	1 / 20,000 SF GFA
	Museum	1 / 1,000 SF GFA	1 / 20,000 SF GFA
	Police Station	1 / Employee on Peak Shift Plus 1 / Vehicle Used in Operations	None Required
	Post Office	1 / 200 SF GFA Plus 1 / Employee on Peak Shift Plus 1 / Vehicle Used in Operations	1 / 20,000 SF GFA
	Public Fire Department, Fire Protection Training Facility	1 / 4 Trainees Plus 1 / Vehicle Used in Operations	None Required
	Public Utility Offices, Maintenance Shops & Ancillary Facilities	1 / Employee on Peak Shift Plus 1 / Vehicle Used in Operations	None Required
	Radio and/or Television Station, Offices and Transmitting Towers	1 / Employee on Peak Shift Plus 1 / Vehicle Used in Operations	None Required
	Sanitary Landfill	1 / 2 Employees	None Required
	Sewage Treatment Facility	1 / Employee on Peak Shift Plus 1 / Vehicle Used in Operations	None Required
	Religious Services		
	Auxiliary buildings used for business, social or extension activities	1 / 250 SF GFA	None Required
	Church, Synagogue, Mosque, Temple or any building where congregations gather for prayer	1 / 4 Seats Based on Maximum Design Capacity	None Required

Parking Regulations Table

Combine Number of Spaces for Permitted & Accessory Uses

DU = Dwelling Unit SF = Square Feet GFA = Gross Floor Area

	USES	Parking Spaces Required per Basic Measuring Unit	Loading Spaces Required per Basic Measuring Unit
	Vehicle Services & Transportation		
	Auto Parts Store	1 / 300 SF GFA	1 / 20,000 SF GFA
	Automobile and Truck Rental Services	1 / Employee on Peak Shift Plus 1 / Vehicle Used in Operations or Stored	None Required
	Bus Terminal	1 / 200 SF Waiting Area	None Required
	Camper Sales, Service, and Repair	1 / 500 SF GFA Main Building Plus 1 / 1,500 SF Lot Area Plus 2 / Service Bay	1 / 20,000 SF GFA
	Car Wash and/or Detailing	1 / Employee on Peak Shift Plus 5 Stacking / Lane Plus 2 / Drying Area	None Required
	Freight Terminal	1 / Employee on Peak Shift Plus 1 / Vehicle Used in Operations	1 / 10,000 SF GFA
	Impound, Salvage and Storage Yard for Vehicles	1 / Employee on Peak Shift Plus 1 / Vehicle Used in Operations or Stored	None Required
	Junkyard and/or Recycling Center	1 / Employee on Peak Shift Plus 1 / Vehicle Used in Operations or Stored	None Required
	Marina	0.5 / Slip	None Required
	Mobile Home Sales, Service, Supplies and Storage	1 / 500 SF GFA Main Building Plus 1 / 1,500 SF Lot Area Plus 2 / Service Bay	None Required
	Motorized Vehicle Sales, Service and Repair	1 / 500 SF GFA Main Building Plus 1 / 1,500 SF Lot Area Plus 2 / Service Bay	1 / 20,000 SF GFA
	Non-Motorized Vehicle Sales, Service and Repair	1 / 500 SF GFA Main Building Plus 1 / 1,500 SF Lot Area Plus 2 / Service Bay	1 / 20,000 SF GFA
	Tire Store and Service Establishment	1 / 300 SF GFA Plus 2 / Service Bay	None Required
	Travel Center/Truck Stop	1 Semi-Truck Space / 10,000 SF Lot Area Plus 1 / 200 SF GFA for Passenger Cars	None Required
	Truck Repair	2 / Service Bay Plus 1 / 500 SF GFA	None Required
	Trucking (10 and fewer trucks)	1 / Employee on Peak Shift Plus 1 / Vehicle Used in Operations	1 / 10,000 SF GFA
	Trucking (Over 10 trucks)	1 / Employee on Peak Shift Plus 1 / Vehicle Used in Operations	1 / 10,000 SF GFA
	Warehousing and Storage Facilities		
	Warehouse not exceeding 20,000 square feet total	1 / Employee on Peak Shift	1 / 10,000 SF GFA
	Warehouse 20,000 square feet or over	1 / Employee on Peak Shift	1 / 20,000 SF GFA
	Warehousing, Wholesale Storage & Sales of Already Manufactured Products (excluding explosives)	1 / Employee on Peak Shift	1 / 10,000 SF GFA

Section 12. Outdoor Lighting Regulations

A. Purpose

The purposes of outdoor lighting standards are to:

1. Promote adequate lighting for safety and security
2. Promote efficient and cost effective lighting
3. Reduce light pollution, light trespass and glare
4. Provide a nighttime environment that includes the ability to view the stars against a dark sky
5. Protect public health, safety, and welfare

B. Scope and Compliance

Compliance with these requirements shall be required for all new development. The Department shall require the public to utilize light fixtures and shielding consistent with the purposes of these standards.

C. Prohibition

1. Laser lights or similar high intensity light used for outdoor advertising or entertainment are prohibited.
2. Searchlights used for advertising or entertainment purposes are prohibited.
3. Lighting shall not interfere with traffic on adjacent roadways.

D. Standards for Outdoor Light Source

1. Unless otherwise allowed by these regulations, the shielding and illumination standards of this section shall apply. All lights shall be shielded to direct light downward. Unless otherwise allowed by these regulations, all fixtures shall be full cut-off fixtures with light source fully shielded. Floodlights that do not meet the definition of full cut-off may be used if permanently directed downward at an angle no less than 45 degrees from horizontal, if no light is projected above the horizontal plane, and if fitted with external shielding to prevent glare and off-site light trespass. Wallpack lighting is permitted if permanently directed downward at an angle no less than 45 degrees from horizontal, if no light is projected above the horizontal plane, and if fitted with external shielding to prevent glare and off-site light trespass. Uplighting shall be prohibited. Sodium vapor lighting is recommended for outdoor lighting applications. Metal halide 250 watt may be used upon approval of the Department.
2. Lighting levels shall be measured in foot candles with a direct reading, portable, light meter with the meter sensor in a horizontal position at ground level.
3. Shielding and Illumination Standards

The following are Shielding and Illumination standards. The maximum illumination shall be measured at grade at the property line of the site.

Shielding Requirements

Fixture - Lamp Type	Full Cut Off Fixtures
LED	Yes
Low-pressure sodium	Yes
High-pressure sodium	Yes
Metal halide (250 watt)	Yes
Fluorescent	Yes ^a
Quartz ^b	Yes
Incandescent or modern equivalent, greater than 150 watts	Yes
Incandescent or modern equivalent, 150 watts or less	None
Glass tubes filled with neon, argon and krypton	None

- a) Outdoor advertising signs of the type constructed of translucent materials and wholly illuminated from within do not require shielding. Dark backgrounds with light lettering or symbols are preferred to minimize detrimental effects.
- b) For the purposes of this Code, quartz lamps shall not be considered an incandescent light source.

Illumination Standards

Area / Activity	Lux	Foot Candles
Residential Zoning Districts		
Front, side or rear yard (at property line)	10	1.0
Nonresidential Zoning Districts		
Adjoining another nonresidential zoning district along a street, front, side or rear yard (at property line)	10	1.0
Adjoining another nonresidential zoning district along a street	10	1.0
Adjoining residential zoning district along a street or property line	6	0.6

E. Lighting Plan Requirements

A Zoning Permit submitted for non-residential property shall include a lighting plan.

F. Maximum Height

The maximum height from ground level to top of light fixture shall not exceed 30 feet.

G. Exceptions

These outdoor lighting standards shall not apply to the following types of exterior lighting:

1. Ornamental landscape light fixtures.
2. Government required lighting for aviation, towers, street lights, or other purposes which are required by state or federal law.
3. Seasonal lighting displays.
4. Illumination of United States flags, flags of governmental entities and company flags, as long as the light source is shielded and not visible from any adjacent property.
5. Ball diamonds, playing fields, and tennis courts.
6. Low intensity luminaires rated at 1,800 lumens or less, and flood or spot luminaires rated at 900 lumens or less.
7. Fossil fuel light produced directly or indirectly by the combustion of natural gas or other utility-type fossil fuels.
8. Low-intensity fixtures with maximum candle power of less than 1,000 candelas.
9. Lighting related to oil and gas and mining operations outside of the GMA.

H. Variances & Temporary Exemptions

1. Application for a Variance from these requirements may be permitted through the public hearing process.
2. Temporary Lighting Exemption: The Director may grant an exemption from the requirements for temporary outdoor activities that include without limitation fairs, carnivals, concerts, and promotional activities, if the Director finds the following:
 - a. The length of time that the temporary lighting is to be used is not longer than thirty days.
 - b. The proposed lighting is designed in such a manner as to minimize light pollution, light trespass, and glare as much as needed.

Section 13. Sign Regulations

A. Purpose

The purpose of Sign Regulations is to permit signs that will not, by reason of size, location, construction, or manner of display endanger public health and safety or obstruct vision necessary for safe traffic movement. Additionally, these regulations are intended to permit signs that will support and complement the land use objectives of Sweetwater County and protect and enhance property values within Sweetwater County. These sign regulations shall apply to all signs erected, altered and maintained by and for all permitted uses in all districts. Signs governed by several regulations shall comply with all such regulations as well as those of the State of Wyoming Department of Transportation as required. In all cases, the most restrictive regulation shall apply.

B. Permit Required

A Sign Permit is required for all signs, except for exempt signs. Applications for Sign Permit approval shall be made on a form provided by the County together with the required fee.

C. Standards

1. Non-accessory, off-premise, free-standing signs and billboards are prohibited in all districts except in areas specifically defined in these regulations.
2. All signs shall be constructed in such a manner and of such material that they shall be safe and substantial, provided that nothing in these regulations shall be interpreted as authorizing the erection or construction of any sign not permissible under this section. Freestanding signs, billboards and roof signs require certification by a Professional Engineer licensed in the State of Wyoming certifying compliance with the International Building Code.
3. No sign other than traffic and street signs shall be erected or temporarily placed within any street or public road right-of-way or any public easements.
4. An election sign is a temporary sign supporting the candidacy for office or urging action on any other matter on the ballot of primary, general and special elections. The display of such signs shall be allowed in any zoning district. These signs may be freestanding, may be single or double faced and may be parallel or perpendicular to the street. The person, party or parties responsible for the erection or distribution of any such signs shall be jointly and severally liable for the removal of them.
5. A Contractor / Land Development sign may be installed upon a construction site in any district denoting the name of the project, owner, architect, engineer and contractor provided such sign does not exceed 64 square feet in area.
6. Temporary Real Estate signs for the purpose of selling or leasing individual lots or buildings shall be permitted providing: (1) such signs shall not exceed six square feet for residential property and 32 square feet for commercial property; (2) only one such sign is permitted per street frontage; (3) such sign shall be removed within seven days following the lease or sale; (4) an Open House sign may be erected for a maximum of 48 hours.

7. Permitted sign area is defined as the area of a sign measured by the sum of each rectangle, triangle or circle or combination thereof that encompasses the outer limits of all portions of the sign, message or display. All faces shall be measured except where two faces are back to back and parallel and shall be measured together as one sign.
8. No freestanding sign shall project beyond the property line of the parcel upon which it is erected, or project into any right-of-way or easement line of a public street or road.
9. One address sign shall be required per building in all districts or as directed by Sweetwater County.
10. Canopies and marquees shall be considered to be an integral part of the structure to which they are accessory. Signs may be attached to the surface of a canopy or marquee and be considered a wall sign.
11. No sign shall contain any offensive picture or written matter, as defined by Wyoming Statute 6.4.301(iii).
12. No sign shall contain any pictorial or written matter relating to specified anatomical areas or specified sexual activities as defined in the Zoning Resolution.

D. Prohibition

The following signs are prohibited by these regulations:

1. Signs located in such a manner as to obstruct or otherwise interfere with an official traffic sign, signal or device or obstruct or interfere with a driver's view of approaching merging or intersecting traffic.
2. Illuminated signs which give off intermittent or rotating beams or rays of light of such an intensity to detract from a motorist's vision for normal safe driving.
3. No person shall park any vehicle or trailer on public right-of-way or public property, or on private property, so as to be visible from the public right-of-way, which has attached to or located on it any sign or advertising device for the basic purpose of providing advertisements of products or directing people to a business or activity located on the same or nearby property or any other premises.
4. Except for traffic and directional devices erected and approved by a public agency having jurisdiction, no sign may be erected which overhangs a public right-of-way for a street or highway.
5. Signs that contain statements, words or pictures of an obscene or indecent nature. Obscene or indecent material is material that depicts uncovered human sexual organs or female breasts or the touching of covered human sexual organs or female breasts, or that depicts human sexual activity or that includes words commonly used as insults or epithets.
6. Abandoned signs. Signs shall be considered abandoned beginning 90 days after a dated event has expired. Abandoned signs shall be promptly abated by the property owner.

E. Exempt Signs

The following types of signs do not require a permit:

1. Signs required by law or authorized for a public purpose.
2. One sign showing only the name and/or address of the occupant, not exceeding three square feet and mounted flat against a wall.
3. Temporary personal notifications.
4. Cornerstones or historical markers.
5. Temporary decorations.
6. Window displays of actual merchandise.
7. Menu signs at drive-in restaurants that are not designed to be read from the public right-of-way or signs not visible beyond the boundaries of the lot or parcel upon which they are located or from any public right-of-way.
8. Political and Election signs.
9. Real estate signs.
10. Signs for operating oil and gas rigs.

F. District Regulations

The following types of signs are only permitted in the CRS, B, C, I-1 and I-2 Zoning Districts:

1. Wall Signs: There shall be no limit to the number or maximum area of wall signs. Wall mounted signs shall not exceed mansard or roof height by more than two feet.
2. Free Standing Signs: Each lot is entitled to one free-standing sign with a sign area of 100 square feet. A lot with adjacent street frontage exceeding 100 linear feet shall be entitled to one square foot of sign area for every linear foot of adjacent street frontage. The number of free standing sign poles shall be permitted on the basis of one pole for up to 100 feet of street frontage, and one additional pole for each additional 100 feet of street frontage. No single sign shall exceed 300 square feet in area. Height of free standing signs shall not exceed 40 feet in height.
3. Portable Signs: One portable sign not to exceed 24 square feet shall be permitted for each business or lot.
4. Roof Signs: A roof sign can extend no higher than 20 feet above the parapet of the building or exceed a size equal to 20% of the wall of the building to which it is attached

Section 14. Fuel Regulations

A. General Requirements

The storage of fuels shall meet the amounts listed for the appropriate district in the applicable table. Amounts requested in excess of that listed shall only be approved through the Conditional Use Permit process.

B. Above Ground Outdoor Storage of Flammable Liquid and Combustible Liquid

Above ground outdoor storage of flammable liquid or combustible liquid shall be regulated in the Zone Districts as shown in Tables A.1 and A.2.

TABLE A.1

Above Ground Outdoor Storage of Flammable and Combustible Liquids Maximum Amounts Permitted per Lot or Parcel										
Zone District	A	RR	R-1	R-2	R-2/SF	R-3	MH	B	CRS	C
Maximum Flammable Liquids Permitted in Gallons	2,000	500	40	40	40	40	40	40	500	500
Maximum Combustible Liquids Permitted in Gallons	2,000	500	55	55	55	55	55	55	500	500

TABLE A.2

Above Ground Outdoor Storage of Flammable and Combustible Liquids Required Setbacks from Tanks (in Feet)			
Total Storage Tank Capacity in Gallons on a Lot or Parcel	Distance from any Property Line Abutting a Non-Residential Zone District	Distance from any Property Line Abutting a Residential Zone District*	Distance to Any Residence or Occupied Building on the same lot
275 or less	20	15	5
276 to 750	20	30	10
751 to 12,000	20	45	15
12,001 to 30,000	20	60	20
30,001 to 50,000	40	90	30
50,001 to 100,000	60	150	50
100,001 to 500,000	100	240	80
500,001 to 1,000,000	140	300	100
1,000,001 to 2,000,000	180	405	135
2,000,001 to 3,000,000	220	495	165
3,000,001 or more	240	525	175

**A parcel in the Agricultural (A) Zone District which includes a residence at the time of permit application for Above Ground Outdoor Storage of Flammable & Combustible Liquids shall follow the Residential Zone District*

C. Above Ground Storage of Liquefied Petroleum Gas

Above ground outdoor storage of liquefied petroleum gas shall be regulated in the Zone Districts as shown in Tables B.1 and B.2.

TABLE B.1

Above Ground Storage of Liquefied Petroleum Gas Maximum Amounts Permitted per Lot or Parcel											
Zone District	A	RR	R-1	R-2	R-2/SF	R-3	MH	B	CRS	C	I-1
Maximum Liquefied Petroleum Gas Permitted in Gallons	2,000	1,000	500	500	500	500	250	500	2,000	2,000	2,000
											15,000

TABLE B.2

Above Ground Storage of Liquefied Petroleum Gas Minimum Distances from any Buildings or Boundary Lines of the Lot or Parcel	
Capacity	Distance in Feet from Any Building or Boundary Line of the Lot or Parcel
Less than 125 Gallons	5
125 to 500 Gallons	10
501 to 2,000 Gallons	25
2,001 to 30,000 Gallons	50

D. Compressed Natural Gas Motor Fuel Dispensing Facilities

Installation and use of storage tanks for above ground and below ground storage of Compressed Natural Gas shall meet all requirements of the International Fire Code, NFPA, and state and federal regulations.

Dispensing devices for Compressed Natural Gas shall meet all requirements of the International Fire Code, NFPA, and state and federal regulations

E. Underground Storage of Flammable Liquid and Combustible Liquid.

1. Underground storage of flammable liquid and combustible liquid is not permitted in Residential Zone Districts.
2. Installation and use of storage tanks for underground storage of flammable liquid and combustible liquid shall meet all requirements of the International Fire Code, NFPA, and state and federal regulations.

3. Installation and use of dispensing devices for flammable liquid and combustible liquid shall meet all requirements of the International Fire Code, NFPA, and state and federal regulations.

TABLE D.1

Underground Storage of Flammable or Combustible Liquids											
Zone District	A	RR	R-1	R-2	R-2/SF	R-3	MH	B	CRS	C	I-1
Governing Regulations	IFC, NFPA, State & Federal	Not Permitted	Not Permitted	Not Permitted	Not Permitted	Not Permitted	Not Permitted	IFC, NFPA, State & Federal	IFC, NFPA, State & Federal	IFC, NFPA, State & Federal	IFC, NFPA, State & Federal
											I-2
											IFC, NFPA, State & Federal

Section 15. Sexually Oriented Businesses

A. Purpose

It is the purpose of this section to regulate the location and placement of adult sexually oriented businesses to promote the health, safety, and general welfare of the citizens of Sweetwater County, and to establish reasonable and uniform regulations to address the adverse secondary effects and deleterious location and concentration of sexually oriented businesses within Sweetwater County. The provisions of this resolution have neither the purpose nor effect of imposing a limitation or restriction of the content of any communication material, including sexually oriented materials. Similarly, it is not the intent or effect of this resolution to restrict or deny access by adults to sexually oriented materials protected by the First Amendment to the United States Constitution, or Article 1 & 20 of the Wyoming Constitution, or to deny access by the distributors and exhibitors of sexually oriented entertainment to their intended market. It is not the intent or effect of this resolution to condone or legitimize the distribution of obscene material as defined by Wyoming Statute 6.4.301(iii).

B. Permit Requirements

Applications for Sexually Oriented Business permit approval shall be made on a form provided by the County together with the required fee. The following information is required for every Sexually Oriented Business Permit Application:

1. The name, mailing address and phone number of the landowner. Email addresses are requested to expedite communication.
2. The name, mailing address and phone number of the operator of the business.
3. The name of the business that will be operating on the site.
4. The legal description of the property upon which the use will be located and operated.
5. A Site Plan meeting the requirements of Section 4.B.3.

C. Location of Sexually Oriented Businesses

1. No sexually oriented business shall be operated or located in any zoning district other than the Commercial and Light Industrial Districts as defined in the Sweetwater County Zoning Resolution.
2. No sexually oriented business shall be operated or located within a Highway and/or Scenic Overlay Area as found in the Exhibits section.
3. No sexually oriented business shall be operated or located within 1,000 feet of:
 - a. Another sexually oriented business
 - b. Any religious institution
 - c. Any school, public or private, or a state licensed daycare center

- d. Any public park, amusement park, arcade, recreation center or recreation area
 - e. The boundary of any residential zone district
 - f. A boys' club, girls' club, or similar existing youth organization;
 - g. Any library
 - h. Any separate establishment holding a liquor license
 - i. A dwelling unit
4. No more than one sexually oriented business shall be operated or maintained in the same building, structure, or portion thereof.
 5. For the purposes of subsection C.3.a, the distance between any two sexually oriented businesses shall be measured in a straight line, without regard to intervening structures, streets, or political boundaries, from the closest exterior structural wall of each business.
 6. No sexually oriented business shall be operated or located within 1,500 feet of a residence which is located on a lot or parcel larger than 40 acres. This measurement shall be made in a straight line, without regard to intervening structure or objects from the property line of the lot or parcel containing the premises where a sexually oriented business is conducted, to the nearest exterior part of the residence.
 7. For the purposes of subsection C.3 of this section, measurement shall be made in a straight line, without regard to intervening structures, or objects from the closest exterior wall of the structure in which the sexually oriented business is located, to the nearest property line of the lot or parcel of the premises of a use listed in subsection C.3. Presence of a city, county, or other political subdivision boundary shall be irrelevant for purposes of calculating and applying the distance requirements of this section.

Section 16. Gravel Mining

A. Purpose

The purpose of this regulation is to assure that gravel mining activities are conducted in a reasonable manner that protects the health, safety and welfare of the public. Depending on the project size, a conditional use permit or a zoning map amendment may be necessary.

D. Operation Standards

1. All windows, doors and other apertures shall be architecturally screened or otherwise obscured to prevent the viewing of the interior of any material depicting, describing or relating to specified sexual activities or specified anatomical areas.
2. No sexually oriented business shall be conducted in any manner that permits the observation of any material depicting, describing or relating to specified sexual activities or specified anatomical areas by display, decorations, sign, show window or other opening from any public view.
3. No advertisement, displays or merchandise available for sale or rent that includes or depicts

explicit sexual activities or specified anatomical areas shall be visible from any public right-of-way.

4. Hours of operation: No sexually oriented business, except for an adult motel, shall open for business between the hours of 2:00 a.m. and 6:00 a.m. with the exception of a 24-hour permit approved by the Board. No more than four 24-hour permits will be allowed per calendar year.

5. Restroom: Restrooms in any sexually oriented business shall not contain video viewing or reproduction equipment.
6. Illumination: All sexually oriented businesses shall be equipped with overhead lighting fixtures of sufficient intensity to illuminate every place to which patrons are permitted access at an illumination of not less than five foot-candles as measured at the floor level. This level of illumination shall be maintained at all times that any patron is present in the sexually oriented business.
7. Illumination of Parking Areas and Walkways: All off street parking areas and premises entries of the sexually oriented business shall be illuminated from dusk to closing hours of operation with a lighting system which provides an average range of maintained horizontal illumination of not less than 2 and not more than 10 foot-candles of light on the parking surface and walkways. All lights are to be fully-shielded, and down focused that meet the IENSA standards. This required lighting level is established to reduce the incidence of vandalism and criminal conduct.
8. No employee or owner of any sexually oriented business shall knowingly, or with reasonable cause to know, permit or allow a patron to commit in the sexually oriented business an act of public indecency as set forth in Wyoming Statute 6-4-201.
9. All sexually oriented businesses for establishments with live entertainment shall comply with all of the operating standards including the following:
 - a. Any live performance within a sexually oriented business shall only be permitted on a raised stage a minimum of 18 inches above the floor of the customer seating area. Customers shall be seated no closer than a six foot horizontal distance from the stage. Customers shall not be permitted on stage at any time.
 - b. All performers shall remain on the stage during the performance and physical contact between performers and customer shall not be permitted at any time on the premises.
 - c. It shall be the duty of the owner, his agents or employees to ensure that all requirements of this subsection are enforced.
10. All sexually oriented businesses which contain one or more adult video viewing booths shall comply with the following standards:
 - a. The sexually oriented business shall be configured in such a manner that there is an unobstructed view from a manager's or employee's station of every area of the premises to which any patron is permitted access for any purpose, excluding restrooms. The view required in this subsection must be by direct line of sight from the manager or employee's station.
 - b. A least one employee shall be on duty at all times while any patron is present inside the sexually oriented business.
 - c. All video viewing booths shall remain unobstructed by any doors, curtains, partitions, walls, merchandise, display racks or other materials and, at all times, no patron shall be permitted access to any area of the premises which has been designated as an area in which patrons will not be permitted.

- d. No video viewing booth may be occupied by more than one person at any time.
- e. No openings of any kind shall exist between video viewing booths.

I. Minors: No person under the age of 18 shall be permitted:

- 1. In any sexually oriented business;
- 2. To purchase goods or services at a sexually oriented business; or
- 3. To work at a sexually oriented business as an employee.

B. Permit Requirements

Applications for Gravel Mining Permit approval shall be made on a form provided by the County together with the required fee. The following information is required for every Gravel Mining Permit Application:

1. The name, address and telephone number of the operator and/or applicant.
2. A description of the mining operation, including the mineral involved, and the timetable for development and restoration.
3. Written consent for the operation from the surface owner and/or lessee of the land to be affected.
4. A legal description of the property as well as a USGS topographic map of the land to be affected including accesses and haul roads.
5. Hours of operation, number of employees and types of equipment involved.
6. The location of adjudicated groundwater wells inside and within one-half mile of the permit area.
7. Dust and erosion control plan.
8. Contact information for any Federal, State or local agency under which your use is also regulated.

C. Development Standards

1. All operations, activities and haul routes shall be set back a minimum of one and one-half mile from any residence or residentially zoned property.
2. Reclamation shall be consistent with the State of Wyoming Environmental Quality Act and associated Rules and Regulations after mining operations have ceased.
3. The extraction process will not potentially damage or contaminate any public, private, residential or agricultural water supply source.
4. Dust control shall be required on all haul roads, stockpiles, work areas and access roads.
5. Adequate and available access to/from the proposed extraction site and to/from the processing site shall be required.

6. Quarries exceeding 40 acres in size shall not be located within the Growth Management Area, within one and one-half mile of any residence or residentially zoned property or within one mile of no more than one other quarry.

Section 17. Wind Energy Conversion Systems

A. Overview

This Section provides the regulatory framework for Wind Energy Conversion System (WECS) Facilities. The regulations within this Section are in addition to relevant development standards and regulations in other parts of this Zoning Resolution and apply to all unincorporated areas of Sweetwater County. Unless otherwise provided, the requirements of this Section are in addition to the zone district requirements set forth in the Sweetwater County Zoning Resolution.

Applications for a Commercial WECS Facility Permit require a public hearing before the Board.

B. Intent and Purpose

The intent of these regulations is to: provide for public safety, prevent hazards from the construction of commercial and non-commercial WECS Facilities, preserve environmental, historical and cultural resources, maintain the unique custom and culture of Sweetwater County, and to sustain the diverse existing uses of the land. In addition, the purpose is to consider and require carefully planned and compatible WECS Facilities in Sweetwater County.

C. Commercial WECS Facility Permit Application Requirements

No person shall commence or construct a Commercial WECS Facility without obtaining the required permit from the Board.

Non-Commercial WECS Facilities and MET towers will be administered in accordance with the Non-Commercial WECS Facility requirements of these regulations.

Commercial WECS Facilities shall be administered as provided below:

- 1) A Commercial WECS Facility Permit Application including all WECS Project Phases shall be accompanied with the following information:
 - a) Fee

The Applicant shall submit fees as required.
 - b) Copies

The Application submittal to the Department shall be accompanied by two memory sticks with digital copies of a complete Commercial WECS Facility Permit Application.
 - c) Certifications

All certifications, affidavits, consents and acknowledgements required of the Applicant by these Regulations must meet the approval of the Sweetwater County Attorney's Office.
 - d) Owner Consent

Letters from all surface property owners upon which the WECS Facility will be located or other legal documentation (memorandum of lease, etc.) which demonstrates consent of owners for the WECS Facility.

e) Contact Information

The names, addresses, telephone numbers and email addresses of the applicants, developers, operators and owners of land within the WECS Facility.

f) Public Utility Information

Documentation that the proposed WECS Facility is owned or operated by a Public Utility and subject to the requirements of the Public Service Commission, if applicable.

g) Adjacent Landowners Contact Information

The names, addresses, telephone numbers and email addresses of all adjacent surface property owners within 2,640 feet of the WECS Facility Boundary.

h) General Scope of WECS Facility

Relevant information on the project including general location of the project, timeframe for construction including the schedule for phasing, project life, markets for the electricity produced and status of power purchase agreement.

i) Summary of the WECS Facility

Provide a description of the WECS Facility including its total nameplate generating capacity and a nameplate capacity of each turbine, the equipment manufacturers, types of wind generation devices, complete component list of WECS, number of Wind Turbines, the maximum wind turbine height, maximum blade tip speed, the maximum diameter of the rotor, and the minimum distance between the ground and the rotor.

j) WECS Facility Site Plan

A WECS Facility site plan shall include the following:

- (1) Drawings, prepared by a Professional Engineer and Surveyor Licensed in the State of Wyoming, prepared to a suitable scale on 24" x 36" sheets and two memory sticks with digital copies, depicting the layout of the following:
 - (a) All existing structures, right of ways, and above and below ground facilities and utilities within the WECS Facility Area and within 2,640 feet of the proposed WECS Facility Boundary. If access is not attainable outside the WECS Facility Boundary, the applicant shall propose to the Board an alternative plan that addresses any impact the project causes to any existing structures above and below ground and R.O.W.'s outside of the WECS Facility Boundary.

- (b) All proposed WECS Facility components and structures, rights-of-way, and above and below ground facilities within the WECS Facility Area and within 2,640 feet of the WECS Facility Boundary including, but not limited to, the following:
- a. WECS Facility boundary lines and property lines prepared by a Wyoming Licensed Surveyor.
 - b. Topographic lines showing the existing topography of the project and the surrounding area (USGS or other topographic maps may be utilized).
 - c. All existing and proposed public and private access roads and turnout locations including dimensions.
 - d. Utilities, pipelines and similar facilities.
 - e. Proposed location of each WECS Tower.
 - f. Project reference number for each WECS Tower.
 - g. Anchor bases and all supports.
 - h. Layout, use and dimension of all structures and ancillary equipment within the WECS Facility Area, within 2,640 feet of the WECS Facility Boundary and within the geographical boundaries of any applicable setback. Identify all setback distances for all structures and ancillary equipment.
 - i. Fencing detail.
 - j. A complete electrical layout of the entire WECS Facility Project including substation locations, transmission, collector and gathering lines and other ancillary facility components.
 - k. Map of dominant wind characteristics. A non-proprietary map showing wind characteristics and dominant wind direction, which is the direction from which 50% or more of the energy contained in the wind flows.

k) Property Description and Vicinity Map

Property description which includes a general vicinity map of the WECS Facility and a legal description of the WECS Facility Boundary (i.e. NW1/4, SE1/4, Sec 2, T42N, R6W), and acreage within this Boundary.

l) Construction Site Plan

A construction site plan and narrative showing and explaining all components necessary

during the project construction phase including, but not limited to, batch plants, stock piles, office trailers, lay down yards, water storage, health and sanitation facilities. This site plan shall be drawn to a suitable scale on 24" x 36" sheets and submitted in digital format.

m) Environmental Report and NEPA Compliance

All applicants are required to prepare and submit to the County an Environmental Report. Said Environmental Report must satisfy all the requirements of this section. For those applicants who have complied with the requirements of a published Draft Environmental Impact Statement (Draft EIS) pursuant to the National Environmental Policy Act (NEPA), those applicants may request a waiver, from the Board, of some or all of the requirements of the Environmental Report. If no Draft EIS has been prepared pursuant to NEPA, the Board may grant a waiver or partial waiver if the applicant submits an Industrial Siting Application pursuant to the requirements of the Industrial Siting Council. No waiver shall be provided unless the applicant can demonstrate that the contents of the Draft EIS or the Industrial Siting Application, if applicable, substantially match, in whole or in part, the requirements of the Environmental Report herein. These Reports must be prepared by Qualified Professionals and submitted with the Commercial WECS Facility Permit Application, and include the following:

All applicants shall present an Environmental Report which contains the following specific report requirements; however, certain requirements and standards will be required of all applicants as specifically designated in these regulations.

1. Wildlife and Habitat

A report that includes a survey of all of the wildlife and habitat within the WECS Facility Area and in any Biologically Significant area surrounding the WECS Facility Area where legal access is available and as determined by the Wyoming Game and Fish Department or governing federal agency. Where legal access is not obtainable, the applicant shall advise the Department or the Board. Wildlife mitigation and monitoring plan shall be prepared if recommended by the Wyoming Game and Fish and/or governing federal agency.

Said report shall address:

- a. All Special Status Species
- b. The presence of elk, mule deer, antelope and other mammal populations.
- c. All avian species present, including raptors and other migratory birds. Said report shall include the important habitat for those avian species, such as nesting, stop-over sites, roost sites, and hunting perches.
- d. All bats, both resident and migratory. Said report shall include surveys for hibernacula, maternity roosts and colonial roost sites.

- e. All wildlife crucial ranges including winter ranges, parturition areas, nesting areas, fish spawning areas, migration corridors and similar areas that are critical to wildlife.
 - f. All Greater Sage Grouse Core Areas, leks and winter concentration areas.
 - g. Wildlife Studies and Surveys shall be performed in conformance with the protocols and recommendations of the Wyoming Game and Fish Department and governing federal agencies.
 - h. A Wildlife Impact Mitigation Plan, if recommended or required by Wyoming Game and Fish Department and governing federal agencies, prepared in conformance with the protocols and recommendations of the Wyoming Game and Fish Department and governing federal agencies.
 - i. A Wildlife Monitoring Plan, if recommended or required by Wyoming Game and Fish Department and governing federal agencies to monitor the effects of the developed WECS Facility on wildlife, prepared in conformance with the protocols and recommendations of the Wyoming Game and Fish Department and governing federal agencies.
 - j. An inventory of all flora and the anticipated impacts to the flora within the WECS Facility Area and a flora mitigation plan prepared by a Qualified Professional, if determined necessary by the appropriate agency.
 - k. A report, prepared by a Wyoming Licensed Professional Engineer, detailing produced water quality, supply, demand, disposal of water during the construction and maintenance of the WECS Facility, and the Project's effect on water quality and supply within 2,640 feet of the WECS Facility. This report shall include a water impact mitigation plan, if the report identifies significant adverse impacts.
 - l. An inventory of wetlands and riparian areas and any anticipated impacts to these areas within the WECS Facility Area, and an appropriate mitigation plan prepared by a Qualified Professional, if determined necessary by the appropriate agency.
2. Historical, Cultural and Archaeological Resources
- The applicant shall coordinate with appropriate agencies for matters concerning cultural resources studies (archaeological and historic sites) and any other relevant federal, state and local issues. This information shall be provided with the application.
3. WECS Facility
- The WECS Facility requirements shall include a report on the following including any necessary mitigation measures:

- a. The applicant shall provide a report describing the impact of the proposed WECS with the application on the adjacent community and residents. It shall describe in detail all noise studies/models and must demonstrate compliance with all ANSI/ISO standards for outdoor measurements and model predictions. Where such standards/protocols include confidence limits or limitations of use the report shall present them and provide an explanation of how they were addressed. Applicable ANSI Standards include: S12.9 "Quantities and Procedures for Description and Measurement of Environmental Sound" Part 4 "Noise Assessment and Prediction of Long-term Community Response" and ISO 9613-2 "Acoustics-Attenuation of sound during propagation outdoors, Part 2, "General Method of Calculation."

The computer model developed to estimate sound propagation from the WECS into the community shall be constructed to represent the sound immissions at the receiving properties for the predictable worst case conditions for sound emissions and propagation including that of a stable nighttime atmosphere with high levels of wind shear and turbulence above the temperature inversion boundary.

Models shall be constructed using octave band sound power levels covering the range of 31.5 to 4,000 Hz minimum. Predictions shall address all parts of the community where sound immission levels may exceed 30 dBA and 40 dBC.

All measurements, models, and reports shall be produced and certified by a qualified acoustical consultant with Full Member status with the Institute of Noise Control Engineering (INCE) and include:

- i. A description and map of the project's sound producing features, modeled in dB(A) and dB(C), and the basis for the expectation.
- ii. A description and map of the existing land uses and structures including any residences, hospitals, libraries, schools, places of worship, and parks within one and one-quarter miles of the exterior boundary of the proposed WECS. Said description shall include the location of the structure/land use, distances from the source of the sound or WECS and background (as defined in S12.9, Part 1 for "residual" noise) decibel readings (including appropriate documentation per ANSI standards for reporting, keyed to the date and time when measurements are taken) for each identified land use and structure described and mapped.
- iii. A description of the project's proposed sound control features shall be described in detail, including specific measures to minimize noise impacts to structures and land uses identified in the preceding item. Information about potential post construction mitigation options, such as operation in Noise Reduction Operating (NRO) modes shall be described. If there are no post construction

mitigation methods available a statement to that effect shall be included along with reasons supporting that statement.

- iv. The report shall address the potential for any and all adverse impacts from wind turbine sound emissions on the community and its residents located within one and one-quarter miles from the boundary of the WECS.
 - v. The report shall provide sufficient detail to permit complete peer review and include the information required in ANSI S12.18 "Procedures for Outdoor Measurement of Sound Pressure Levels" Section 9, Reporting.
- b. The effect on Areas of Critical Environmental Concern, County and State Parks, Wilderness Study Areas, lands with wilderness characteristics, Historical Areas and Trails, and other similar areas.
 - c. The Applicant(s) shall provide certification and evidence that there will be no electromagnetic interference, caused by the WECS Facility, on any emergency and non-emergency telecommunication providers within Sweetwater County.
 - d. All reasonable public safety concerns as to the potential hazards to properties, public roadways, communities and subdivisions that may be adjacent to, or within five miles of, the WECS Facility Boundary.
 - e. Public and private aviation and airports/airstrips.
 - f. Potential hazards from ice throw.
 - g. Impact of Shadow Flicker on residences and occupied structures from any WECS Facility and estimated duration of the Shadow Flicker in hours per year.
 - h. Light impact on neighboring properties and communities
 - i. Potential hazards of Blade Glint.
 - j. Identify fire hazards and mitigation measures.
 - k. Potential hazards from collapse of damaged turbines or other system components caused by severe storms or other circumstances.
4. Social and Economic

The social and economic reporting requirements shall include the following and any mitigation measures to address adverse social and economic impacts:

- a. The estimated amount of property, sales, and other taxes to be generated by the project in Sweetwater County and outside of Sweetwater County.
- b. Estimated local expenditures of construction materials in Sweetwater County.
- c. The estimated number of construction jobs and estimated construction payroll. Estimated number of local construction job opportunities.
- d. Estimate the construction workforce spending in Sweetwater County.
- e. The estimated number of federal, state and local government jobs effected and added as a result of the WECS project.
- f. The estimated number of permanent jobs and estimated continuing payroll.
- g. The estimated demographic characteristics of the construction and permanent work force including workers, family members and any adverse impacts on local infrastructure i.e., schools, housing, EMS, Local and State Government, law enforcement, health, etc.
- h. The estimated costs of the WECS Facility's impacts on roads or other public infrastructure.
- i. A mitigation plan to address identified significant adverse socioeconomic impacts.

n. Drainage, Erosion, Dust Control, Grading and Vegetation Removal Plan

A drainage, erosion, dust control, grading and vegetation removal plan for each phase of the project shall be prepared by a Wyoming Licensed Professional Engineer, drawn to scale and include, but not be limited to, the following:

- 1. Drainage calculations based on a 25-year storm event unless the location, terrain and topography dictate a higher amount.
- 2. Existing and proposed contours
- 3. Historic and produced flows
- 4. Existing wetlands
- 5. Established floodways
- 6. Existing and proposed roadways
- 7. Water management structures
- 8. Drainage through the WECS Facility area

9. Effects on downstream and upstream properties
 10. Erosion mitigation and runoff control
 11. Dust control
 12. A mitigation plan that addresses the risks of erosion and flooding, including flooding on all adjacent, upstream and downstream properties.
- o. Waste Management Plan
- A waste management plan that includes an inventory of estimated solid wastes to be generated and a proposed disposal program for the construction, operation and eventual decommissioning of the proposed WECS Facility.
- p. Transportation Plan
- A transportation plan prepared in accordance with these regulations.
- q. Emergency Management Plan
- Applicant(s) shall submit a written emergency management plan for review and comment to the appropriate fire department or district, County Emergency Management Coordinator and the County Sheriff. If the WECS Facility extends into another county, the emergency management plan shall address multi-county coordination of emergency notices and use of emergency services and the plan shall be commented upon by officials of the other county. If the WECS Facility permit is granted, the plan shall be supplemented and revised following construction of the WECS Facility and prior to its operation, if there are any variations in the project construction which would materially impact the original emergency management plan.
- r. Reclamation and Decommissioning Plan
- Provide a site and facility reclamation and decommissioning plan in accordance with these regulations and Wyoming Statute 18-5-503(a)(x). In addition, the applicant shall certify that any owner who is not the applicant has been notified of the requirements of the reclamation and decommissioning plan.
- s. Certification to Provide As-Built Drawings
- A certification that as-built drawings will be provided in compliance with Wyoming Statute 18-5-503(a)(viii).
- t. Certification of Compliance with Zoning and Land Use Regulations
- Certify that the proposed WECS Facility will comply with the Sweetwater County Zoning Resolution and all other applicable Sweetwater County Development Codes. Additionally, if explosives are to be stored on site, a Conditional Use Permit is required.

u. Certification of Compliance with Wyoming Statutes

Certify that the proposed WECS Facility will comply with all the standards required by Wyoming Statute 18-5-504 if Sweetwater County has not adopted more stringent standards. If Sweetwater County has adopted more stringent standards, the certification requirement shall apply to the more stringent standards.

v. Certification of Compliance with Noise Standards

Certification that the WECS project facility will not exceed any of the criteria herein at the project boundary line and at the nearest property line of land not owned by or leased to the WECS owner/operator.

w. Coordination with Local, State and Federal Agencies

A list of all local, state and federal agencies requiring approval and the projected timeline for obtaining approval from these agencies. If approved, provide a copy of such approval, including all required studies, reports and certifications. When a WECS Facility requires a Federal National Environmental Policy Act (NEPA) document and approval, the applicant shall submit with its application for a WECS Facility Permit a completed, published electronic Draft NEPA document required by the governing federal agency for the proposed WECS Facility.

x. Viewshed Impact Analysis and Proposed Mitigation Measures Report

Provide an accurate visual simulation of the WECS Facility structures and components by showing a minimum of 25 key vantage points providing the worst case scenario, in coordination with the Department, that are representative of the diverse public usage of the land including recreational, residential, and business. These vantage points shall consider a 360 degree view of the project site. The applicant shall provide a report including the following:

1. Analysis of the viewshed impacts and mitigation program for all key vantage points; and,
2. Visual rendering of the proposed WECS Towers, blades and other WECS Facility structures and facilities with color scheme represented on a relatively clear day.

y. Certification of Advertising and Promotional Lettering

Certify that there shall be no advertising or promotional lettering on any WECS Facility structure, WECS Tower, turbine, nacelle or blade beyond the manufacturer's or applicant's logo on the nacelle of the turbine as approved by Sweetwater County.

z. Publication of Notice in Newspaper

Certify that notice of the Commercial WECS Facility Permit Application will be published in the official newspaper of Sweetwater County and the official newspapers of all counties in which the proposed WECS Facility is located. This notice shall be published in all official

newspapers at least twice in two different weeks, at least 20 days prior to the Board's public hearing on the application. The notice shall include a brief summary of the WECS Facility, invite the public to submit comments and identify the time and date of said hearing.

aa. Required Letters and/or Reports

Provide letters and/or reports addressing issues or concerns from the following agencies related to the WECS Facility Area and surrounding region as determined by the Wyoming Game and Fish, Wyoming State Historic Preservation Office, Sweetwater County Conservation District, Wyoming Department of Environmental Quality and Federal Aviation Administration:

1. Wyoming Game and Fish

A letter or report from the Wyoming Game and Fish addressing any environmental issues concerning endangered or threatened species, wildlife migrations or protected populations.

2. Wyoming State Historic Preservation Office

A letter or report from the Wyoming State Historic Preservation Office addressing any historic, cultural or archaeological resources.

3. Sweetwater County Conservation District

A letter or report from the Sweetwater County Conservation District addressing soil conditions and erosion within the WECS Facility Area.

4. Wyoming Department of Environmental Quality

A letter or report from the Wyoming Department of Environmental Quality addressing any land and water quality issues.

5. FAA and Airport Notification and Letters of Approval: Provide letters from the FAA and the owners of the potentially affected public and/or private airports or airstrips demonstrating that the affected entities have been notified of the pending WECS Facility.

bb. Notice of Mineral Rights

Applicant(s) shall certify that notice has been provided to the record owners and claimants of mineral rights located on or under the lands where the proposed facility will be constructed. Such notice shall contain the location of proposed WECS towers and underground wiring and may include notice by publication. The certification of notice shall be provided with the application. The notice shall comply with all standards and requirements adopted by the Industrial Siting Council.

cc. Notice Requirements

An affidavit by the Applicant(s) shall be submitted which certifies that the Applicant has undertaken reasonable efforts to provide written notice to all owners of land within one mile of the property line of the proposed WECS Facility and to all cities and towns located within 20 miles of the WECS Facility. Notice shall include a general description of the project including its location, projected number of turbines and the likely routes of ingress and egress. The affidavit shall attest that notice was mailed to those owners of record on file at the Sweetwater County Clerk's Office.

D. WECS Facility Compliance Standards

The following standards are to be achieved by each Commercial WECS Facility whether it has been analyzed by NEPA or not. The final decision on whether or not a particular standard is achieved by a Commercial WECS Facility shall be made by the Board. The project shall also be installed as approved by the Board.

1. WECS Facility Safety

WECS Facilities shall be developed in a manner that utilizes sound engineering practices and considers public safety in regard to the potential hazards that may be created to adjacent properties, public infrastructure, communities, aviation, etc. The following lists public safety matters that shall be addressed and implemented in the development of the WECS Facility.

a. Design Safety Certification

WECS Facilities shall conform to applicable industry standards, including those of the American National Standards Institute ("ANSI") and the Institute of Electrical and Electronics Engineers ("IEEE") and the National Electrical Code (NEC). Concurrently with permits for construction, the Applicant(s) shall submit certificates of design compliance that equipment manufacturers have obtained from Underwriters Laboratories ("UL"), Det Norske Veritas ("DNV"), Germanischer Lloyd Wind Energie ("GL"), or an equivalent third party.

b. Construction Standards

All WECS Facility structures and components shall conform to the most recent edition of the International Building, Plumbing, Fire, Mechanical and Fuel Code, and the National Electrical Code. Before the construction permit is issued, the Applicant shall provide drawings stamped by a Wyoming Licensed Professional Engineer certifying that all structures comply with the applicable code standard.

c. Airport and Aircraft Safety

WECS Facilities shall comply with applicable FAA regulations and comply with conditions regarding WECS Facility installation established by affected airports. If approved by the FAA, all WECS Facilities shall implement a FAA approved Aircraft Visual Warning System (AVWS) that allows for the use of aircraft warning lights to be minimized.

d. Retro-fitting AVWS Systems

If a WECS Facility is approved without having an AVWS system installed, the Project Owner or Operator shall install an AVWS system within one year of when AVWS systems are approved by the FAA and made available.

e. Marking Guy Wires and Anchor Points

For projects that are placed on land with public access, visible, reflective, colored objects, such as flags, reflectors, or tape shall be placed on the anchor points of guy wires and along the guy wires up to a height of 15 feet from the ground. All guy wires must comply with the Bird Diverter Standards stated in these regulations.

f. Exterior Climb Prevention

All Wind Generation Devices and other similar WECS Facility structures must be unclimbable by design or protected by anti-climbing devices.

g. Potable Water and Sanitary Sewer

All permanent and occupied WECS Facility management and office buildings must have approved centralized potable water and sanitary sewer systems. This approval shall be obtained from the Sweetwater County Health Department or the Wyoming Department of Environmental Quality.

h. Impact on Regional Water Supplies

The WECS Facility shall not adversely affect ground water resources, in particular the ground water supplies of nearby subdivisions or other developments.

i. Fire Prevention Measures

1. All structures shall comply with the most recent edition of the International Fire Code adopted by Sweetwater County.
2. Appropriate fire protection measures as required by the Sweetwater County Code Enforcement Specialist shall be implemented.
3. All roads servicing primary structures or occupied accessory buildings shall be constructed to the standards of the most recently adopted edition of the International Fire Code.

j. As-Built Drawings

The Developer shall provide as-built drawings showing the location of all structures. All structures shall be constructed no greater than 50 feet from the locations identified with the permit application and must meet all setback requirements.

2. Visual Impacts

WECS Facilities shall not adversely impact scenic areas that are considered important by federal,

state and local governments. Important scenic areas include visual corridors, viewsheds, historic landscapes, scenic byways and scenic overlays. In determining the important scenic areas for Sweetwater County, and any adverse visual impacts caused by the proposed WECS Facility, the Board shall take into account the federal, state and local important scenic areas, the WECS visual simulations and public comment. The Board may require specific design standards or restrictions that may mitigate or prohibit the degree to which the WECS Facility may impact those important scenic areas such as structure color, building height, greater setback distances and lighting.

a. Visual Simulation Standards

The Applicant shall employ representative sampling to achieve a fair and accurate result regarding the visual impacts of the proposed WECS Facility to residents of Sweetwater County. A minimum of 25 key vantage points providing the worst case scenario, in coordination with the Department, that are representative of the diverse public usage of the land including recreational, residential, and business.

b. Growth Management Area

Commercial WECS Facilities shall not be located within the identified Growth Management Area.

c. WECS Facility Color

When not conflicting with colors required by the Federal Aviation Administration or other federal agencies, Wind Generation Devices or WECS and other WECS Facility structures shall be painted a non-reflective and unobtrusive color that blends with the landscape and is accepted by the Board. The color selected shall be compatible with the natural visual character of the area.

d. Significant Shadow Flicker

WECS Facilities shall be designed so that there is no Significant Shadow Flicker at an adjacent property unless waived in writing and recorded against the property by the landowner in the Sweetwater County Clerk's office.

e. Visibility, Screening and Buffering

WECS Facility structures shall be located to make maximum use of existing terrain, vegetation and structures for the purposes of maintaining the viewshed.

f. Light Pollution

WECS Facilities, including buildings and structures, shall utilize International Dark-Sky Association compliant fixtures or an approved equal unless subject to FAA regulations.

g. Screening of Outdoor Storage

Except during construction, re-construction or decommissioning, outdoor storage is not

permitted within the project boundary except at locations that are screened in accordance with the regulations of the Sweetwater County Zoning Resolution.

h. Buried Collector and Gathering Lines

Intra-project power lines having a voltage of 34,500 volts or less shall be buried unless the applicant can sufficiently demonstrate that burying the lines will violate other guidelines, standards or applicable law.

i. Signage

There shall be no advertising or promotional lettering of any type allowed on any WECS Facility structures or Wind Generation Devices beyond the manufacturer's or the applicant's logo on the nacelle of the turbine.

3. Natural and Biological Resources

a. Wildlife Critical Areas

WECS Facilities shall not be located in areas that would result in significant impact to wildlife, wildlife habitat, or crucial wildlife ranges as determined by the Wyoming Game and Fish and/or the governing federal agency. Wildlife critical areas include, but are not limited to, crucial winter ranges, parturition areas, nesting areas, spawning areas, riparian areas and migration corridors.

b. Lands with Special Characteristics

WECS Facilities shall not be located in Wilderness Study Areas, Lands with Wilderness Characteristics, Areas of Environmental Concern, federal, state or county parks, National Recreation Areas, historic trails or special management areas and the Sweetwater County Growth Management Area.

c. MET Towers, WECS Facility Components and Avian Protection

Developers shall use MET Towers and WECS Facility components with designs that provide for the best prevention of injuries to avian predators and other avian species. For the purposes of avoiding bird collisions and to eliminate the need for MET Tower conversion during the WECS Facility construction phase, MET Towers shall comply with the following standards:

1. Permanent MET Towers

Monopole, non-lattice, non-guyed towers are required on Permanent MET Towers. The State of Wyoming requires that the owner or lessee of a MET Tower meeting established criteria must enter data into the Wyoming Department of Transportation MET Tower Database for the MET Tower. For MET Towers meeting the established criteria, the State of Wyoming also requires that a MET Tower structure be made visible so that it is recognizable in clear air during daylight hours from a distance of at least 2,000 feet. Structures can be made visible by lighting, marking,

painting, flagging, or otherwise constructing the tower in a manner that makes the tower visible from at least 2,000 feet.

2. Temporary MET Towers

Where guyed Temporary MET Towers are installed, the following stipulations apply:

- a. The State of Wyoming requires that the owner or lessee of a MET Tower meeting established criteria must enter data into the Wyoming Department of Transportation MET Tower Database for the MET Tower. For MET Towers meeting the established criteria, the State of Wyoming also requires that a MET Tower structure be made visible so that it is recognizable in clear air during daylight hours from a distance of at least 2,000 feet. Structures can be made visible by lighting, marking, painting, flagging, or otherwise constructing the tower in a manner that makes the tower visible from at least 2,000 feet.
- b. Bird diverters are required to be installed on guy wires.
- c. Bird diverters shall display the following characteristics:
 - i. Movement in at least a 5 mile per hour wind and able to withstand winds above 20 miles per hour.
 - ii. Reflective in sunlight.
 - iii. 10 hours of luminescence at night.
 - iv. Incorporate UV reflection for lowlight conditions.
 - v. At least 18–square inches per single diverter design.
- d. Term of Temporary MET Towers

Not to exceed three years with an option of one renewal not to exceed three years. If an applicant has an obligation from a state or federal agency to report bird fatalities caused by MET Towers, the applicant shall provide a copy of said report to the Board for each period in which the report is prepared. The Board may use this information in reviewing any application for renewal.

d. Greater Sage Grouse Core Areas

No WECS Facility shall be located within Greater Sage Grouse Core Areas as defined by Governor Order 2011-5 or as amended.

e. Avian Protection

Whether or not the proposed WECS Facility is on public or private lands, Developers,

Operators and Project Owners of WECS Facilities shall comply with all governing federal or state regulations regarding protection of avian species

f. Construction and Access during Wildlife Use

The Developer shall only perform WECS Facility construction activities within wildlife crucial ranges or migration corridors as recommended by the Wyoming Game and Fish or authorized by the applicable governing agency. Portions of the WECS Facility inside crucial winter ranges or migration corridors shall be closed to vehicle use during their period of use by wildlife as determined by the applicable governing agency. Vehicles for emergency and routine maintenance will be allowed as approved by the applicable governing agency.

g. Protection of Bats

WECS Facilities shall be designed to avoid identified areas of concentrated bat use as recommended by the Wyoming Game and Fish or authorized by the governing federal agency. If WECS Facilities are sited across known migration routes or between roosting and feeding areas, these Facilities may be subject to mitigation measures by the Wyoming Game and Fish or the governing federal agency. For Commercial WECS Facility Applications that involve 30 or fewer turbines and are not otherwise reviewed by the Industrial Siting Council and where surveys have determined the WECS Facility will increase bat mortality, the turbine blade minimum "cut in" speed shall be set to wind velocities greater than six meters per second or as otherwise recommended by the Wyoming Game and Fish or other governing federal authority.

h. Protection of Raptors

1. WECS Facilities shall not be permitted within or adjacent to areas of elevated raptor concentration that are recognized by the Wyoming Game and Fish Department or a governing federal agency.
2. WECS Facilities shall be designed to avoid frequently used flight paths to and from nesting and/or roosting sites as determined by Wyoming Game and Fish or a governing federal agency.
3. WECS Facilities shall be set back at a distance of at least 328 feet (100 meters) from rims to reduce mortality of soaring raptors, or as recommended by the Wyoming Game and Fish or a governing federal agency.
4. WECS Facilities shall not be located within canyons or passes to avoid conflicts with raptors, unless otherwise approved by the Wyoming Game and Fish Department or the governing federal agency.

i. Historical, Cultural and Archeological Resources

On public lands or where otherwise required by law, WECS Facilities shall avoid sites with known sensitive historical, cultural and archaeological resources as determined by Wyoming State Historical Preservation Office or the governing federal agency. If mitigation is available, the selected site may be approved subject to the acceptance of the

mitigation plan by the Wyoming State Historical Preservation Office or the governing federal agency. On private lands, the Board strongly encourages mitigation and preservation of these important historical, cultural and archaeological resources.

j. Site Management of Air, Water, Soil and Vegetation

1. Drainage

Drainage from the WECS Facility shall not adversely affect upstream and downstream properties.

2. Soil Erosion and Run-off

WECS Facilities shall avoid soil erosion and controlled runoff. Disturbance and construction on erodible soils and slopes shall be avoided.

3. Dust Control

Dust Control within all phases of the WECS Facility is mandatory, and shall be accomplished with Magnesium Chloride by means acceptable to Sweetwater County and WDEQ.

4. Noxious Weed and Invasive Species Control

Noxious weed control, as defined by Wyoming Statutes, shall be required in all phases of the WECS Facility. Invasive species, as defined by Sweetwater County Weed and Pest, shall be controlled in all phases of the WECS Facility.

5. Vegetation

Damage to existing vegetation shall be minimized. Disturbed areas shall be reseeded in accordance with WDEQ regulations and the reclamation plan approved by the Board.

6. WECS Facility Area Ground Disturbance

Minimize site disturbance by limiting the number and widths of roads, construction staging areas, crane pad sites, etc.

7. Topsoil Storage

Topsoil removed by grading shall be stored in accordance with the reclamation plan approved by the Board.

k. Noise Management

Noise Immissions from the operation of a WECS shall not exceed:

1. 45 decibels on the dB(A) scale during the hours between 7 am and 7 pm MDT, and

2. 40 decibels on the dB(A) scale during the hours between 7 pm and 7 am MDT. In addition, noise immissions shall not exceed 50 decibels on the dB(C) scale during the hours between 7 pm and 7 am. Such noise immissions shall be measured at the nearest receiving property or lot line not owned or leased to the WECS owner/operator.

Property owners located within one and one-quarter miles of the proposed WECS project boundary, where noise immissions may exceed 50 decibels on the dB(C) scale or 45 decibels on the dB(A) scale day or 40 decibels on the dB(A) scale (night), may waive the noise management requirements by a written noise easement that meets the following requirements:

- a. The non-participating landowner is made aware of all risks in writing associated with granting the easement such as risks of potential adverse health effects from the sound levels on people and animals or property value issues including how such a lease could affect financing and future sales of the property.
- b. The noise easement will allow the WECS project to exceed the 50 dB(C) or 45/40 dB(A) on the landowner's property.
- c. The term of the noise easement shall remain in effect for the duration of the WECS project until reclamation is complete.
- d. The noise easement shall be a non-exclusive easement.
- e. The easement shall be recorded in the Sweetwater County's Clerks Office as part of the chain of title for the subject property.
- f. Easement documentation shall be approved by the Sweetwater County Attorney's Office and Board.

Noise emissions shall be free of audible and inaudible tones that exceed a Tone to Noise Ratio greater than 10 for frequencies below 1000Hz or greater than eight for frequencies of 1000 Hz and above. Procedures of ANSI S1.13 2005 (2010 or most recent) Measurement of Sound Pressure Levels in Air, Annex A Identification and evaluation of prominent discrete tones, Section A.7 Tone-to-noise ratio method.

All measurements shall be conducted using properly calibrated Type 1 sound testing instruments meeting ANSI S1.43 1997 (R2007 or most recent) Specification for Integrating-Averaging Sound Level Meters (or IEC 61672-1).

In addition, all test protocols must be in compliance with ANSI Standards for outdoor sound measurements and be under the supervision of a Full Member of the Institute of Noise Control Engineers (INCE). Applicable ANSI Standards include: S12.9, "Quantities and Procedures for Description and Measurement of Environmental Sound" Parts 1, 2, and 3; and S12.18 "Procedures for Outdoor Measurement of Sound Pressure Levels."

An anemometer accurate to $\pm 10\%$ at 2m/s to full-scale accuracy. The anemometer shall be located one and one-half to two meters above the ground and orientated to record maximum wind velocity. The maximum wind velocity, wind direction, temperature and humidity shall be recorded in one minute increments at a site within five meters of the measuring microphone.

Sound tests shall meet all requirements in ANSI S12.18 Method #2, Precision, to the extent possible, while still permitting testing of the conditions that lead to complaints. The meteorological requirements in ANSI S12.18 may not be applicable for some complaint tests. For sound measurements in response to a complaint, the compliance sound measurements should be made under conditions that replicate the conditions that caused the complaint without exceeding instrument and windscreen limits and tolerances.

The report shall provide sufficient detail to permit complete peer review and include the information required in ANSI S12.18 "Procedures for Outdoor Measurement of Sound Pressure Levels" Section 9 Reporting. The report shall identify any deviations from the requirements of this regulation, explain the basis for those deviations, and explain how those deviations impact the results of the tests.

4. Commercial WECS Setbacks and Standards

Commercial Wind Generation Device	Minimum Setbacks	Additional, Waivers & Similar
Primary Structure	Five and one-half times the Wind Generation Device Height or one-half mile, whichever distance is greater.	If the person owning the primary structure waives, in writing, the setback requirement of five and one-half times the height of the Wind Generation Device, the minimum setback shall be one and one-half times the Wind Generation Device Height.
Third Party Transmission and Distribution Lines	One and one-half times the Wind Generation Device Height.	
Communication Towers <u>Wireless Communication Facilities</u>	One and one-half times the Wind Generation Device Height.	
WECS Facility Boundary Line	One and one-half times the Wind Generation Device Height or a minimum distance of 1,600 feet, whichever distance is greater.	
County Residential Zone District and any City and Town	One and one-quarter Miles	
Any Platted Subdivision	One and one-quarter Miles	

Right-of-Way (ROW) of all Federal, State, County and Municipal Roads	Five and one-half times the Wind Generation Device Height or one-half mile from the ROW, whichever distance is greater.	Unless waived by the Board. Measured from the edge of the ROW.
Railroads	Five and one-half times the Wind Generation Device Height or one-half mile from the ROW, whichever distance is greater.	Unless waived by the Board. Measured from the edge of the ROW.
Federal, State and County Parks, National Recreation Areas and Wildlife Refuges	A minimum distance of one mile.	Unless waived by the Board upon recommendation from the applicable agency.

A waiver from the setback requirements shall run with the land and shall be recorded as part of the chain of title for the subject property. Copies of the recorded waivers shall be furnished to the County and included in the application file.

Setbacks shall be measured from the center of the Wind Generation Device foundation.

E. Transportation and Other Public Infrastructure

1. Transportation Plan

Any Applicants proposing to use any public or private roads for the purpose of transporting WECS Facility components or equipment for construction, operation, maintenance and decommissioning shall submit a Transportation Plan, prepared by a Wyoming Licensed Professional Engineer, that addresses and includes the following:

a. Legal Access and Public Roadways

A report demonstrating how legal access will be provided to the WECS Facility. The report shall describe how private roadways within the project will be marked as private roadways and shall acknowledge that the County is not required to repair, maintain or accept any dedication of the private roadways to the public use.

b. WECS Facility Roadways and Haul Routes

A report, with plans and maps, prepared by a Wyoming Licensed Professional Engineer, that:

1. Explains and identifies all existing and proposed county, public, federal resource roads and private roads expected to be used in the construction, operation and decommissioning of the WECS Facility, including all roads that will be used as WECS Facility haul and transportation routes for all equipment and materials necessary for the WECS Facility.

2. Includes the anticipated height, width, length, and weight data for all WECS Facility loads to be transported and the plan for upgrading, maintaining and reclaiming.
3. Provides plans demonstrating compliance with the application site plan requirements.

c. Traffic Study

A traffic study, prepared by a Wyoming Licensed Professional Engineer, of any public roadways leading to and away from the proposed project during construction, operation and decommissioning. This traffic study must assess the existing roadway conditions, evaluate the ability of the existing roadways and proposed roadway to accommodate WECS Facility traffic loads, identify proposed mitigation measures to address roadway impacts and propose a plan to implement identified mitigation measures. This traffic plan must address costs of mitigation. These costs are the responsibility of the Developer and must be addressed to the satisfaction of Sweetwater County in the Road Use and Maintenance Agreement.

2. Road Use and Maintenance Agreement

The Board shall require the Applicants to enter into a Road Use and Maintenance Agreement for the use of County roads prior to construction of the project. The Road Use and Maintenance Agreement shall be developed by the Applicants for review by the Sweetwater County Engineering Department, Land Use Department, and the County Attorney's Office. In the Road Use and Maintenance Agreement, the Applicant shall certify and acknowledge that:

- a. Prior to preconstruction, site occupancy, over lot grading or construction of any component of the WECS Facility, the Applicant shall obtain and submit to Sweetwater County copies of all approved Federal, State and local government or agency required permits related to access, access modification, change of use of access permits; utility crossing permits or approved plans required by applicable governments and agencies necessary to address and mitigate impacts to any Federal, State or County Highway/Road facilities.
- b. The Applicant(s) shall conduct a pre-construction baseline survey to determine existing road conditions for assessing potential damage to roadways due to the WECS Facility.
- c. The use of public roads and other public infrastructure shall be in accordance and compliance with existing regulations governing such activities. Any degradation to or damage of public roads or other infrastructure by parties affiliated with the installation, operation or maintenance of the WECS Facility shall bear all costs required to return the public roads or other infrastructure to their original or better condition.
- d. The Applicant shall submit Financial Assurance in a sufficient amount to repair damage to all public roadways attributed to the construction, operation and maintenance of the WECS Facility. Said Financial Assurance shall be signed and sealed by the Applicant's engineer and approved by the Sweetwater County Public Works Director for final approval by the Board.

F. Operations and Maintenance

1. The Developer or Operator shall perform routine and scheduled maintenance including the repainting of equipment and structures and servicing of the grounds and landscape. If the WECS Facilities are under the jurisdiction of the Wyoming Public Service Commission, the requirements of this subparagraph may not apply.
2. All solid wastes and hazardous materials related to the construction, operation and maintenance of a WECS Facility shall be handled, stored or disposed of in accordance with the approved waste management plan and in accordance with all applicable Federal, State and County laws and regulations.
3. On April 1st of every even numbered year after the third anniversary of the permit, the Developer or Operator of the WECS Facility shall submit to the Department a statement that lists all WECS Towers currently inoperative for longer than six continuous months. All WECS Towers that remain inoperative for 18 continuous months or longer must be removed unless the Developer or Operator provides a written plan and schedule acceptable to the Board for refurbishing and/or reactivating the inoperative WECS. If the Developer or Operator of the WECS Facility is regulated by the Wyoming Public Service Commission, the requirements of the second sentence of this subparagraph may not apply.
4. The Developer or Operator of the WECS Facility shall control and eradicate noxious and invasive weed species within the disturbed areas of the project. Weed control shall be maintained as directed by the Sweetwater County Weed and Pest Control District or the appropriate public entity having jurisdiction.
5. To the extent not inconsistent with confidentiality and security obligations under State and/or Federal law; the Developer or Operator shall provide the Department with a detailed map of the site within 90 days of when operation begins. This map will include the geographic coordinates of each WECS structure, all roads within the WECS Facility area, and public roads and turnouts connecting to roads of the WECS Facility. This map shall be updated by the Developer or Operator every five years or after the completion of any significant additional construction, whichever occurs first, and approved by the Department.

G. General WECS Facility Decommissioning, Reclamation, and Financial Assurance

1. WECS Facilities owned or operated by a Public Utility subject to requirements of the Public Service Commission are exempt from Sweetwater County's and Wyoming Industrial Siting Council's decommissioning, reclamation and financial assurance requirement in accordance with W.S. 35-12-105(d) and (e). Documentation that the proposed WECS Facility is owned or operated by a Public Utility and subject to the requirements of the Public Service Commission shall be provided with the application.
2. Commercial WECS Facilities under the jurisdiction of the Industrial Siting Council as provided under Wyoming Statute 35-12-102(a)(vii)(E) and (F) shall submit a WECS Facility decommissioning and reclamation plan and financial assurance that complies with the criteria of W.S. 35-12-105(d) and (e) and the Rules and Regulations of the Industrial Siting Council.
3. For all other Commercial WECS Facilities, pursuant to W.S. 35-12-102(a)(vii)(E) and (F), which are not subject to the Wyoming Industrial Siting Council, the applicant or developer shall meet the

Sweetwater County WECS Facility Decommissioning, Reclamation and Financial Assurance Regulations as stated in these Regulations.

4. The chart below provides regulatory requirements for reclamation and decommissioning.

Categories of Commercial Wind Energy Facilities	Regulatory Jurisdiction Regarding Decommissioning, Reclamation, Financial Assurance.
WECS Facility development cost estimates meet or exceed the qualifying amount for an Industrial Siting Council Project.	Wyoming Statute 35-12-102(a)(vii)(E) and (F) and 35-12-105(d) and (e); Industrial Siting Council Rules and Regulations.
WECS Facilities that contain 30 or more WECS Towers.	Wyoming Statute 35-12-102(a)(vii)(E) and (F) and 35-12-105(d) and (e); Industrial Siting Council Rules and Regulations
WECS Facilities that contain less than 30 WECS Towers, accepted by the Industrial Siting Council after referral by the Board on the basis of environmental, social or economic factors.	Wyoming Statute 35-12-102(a)(vii)(E) and (F) and 35-12-105(d) and (e); Industrial Siting Council Rules and Regulations
WECS Facilities that contain less than 30 WECS Towers not referred by the Board nor accepted by the Industrial Siting Council.	Sweetwater County Decommissioning, Reclamation and Financial Assurance Regulations

H. WECS Facility Decommissioning, Reclamation, and Financial Assurance

1. WECS Facility Decommissioning

The applicant shall provide a WECS Facility Decommissioning Plan which includes the following:

- a. Provisions regarding the removal and proper disposal of all wind turbines, towers, substations, buildings, structures, cabling, electrical components, foundations to a depth of 48 inches from original grade, and any other associated or ancillary equipment or structures within the facility boundary above and below ground.
- b. The Developer may request that buildings be left on site if approval is obtained from the owner and upon written notification to the Board.
- c. WECS Facility or individual Wind Generation Device decommissioning shall begin:
 1. Within 12 months after the end of the useful life of the facility or individual Wind Generation Device, or

2. When no electrical energy is generated for a continuous period of 12 months by the facility or individual Wind Generation Device.
3. If the WECS Facility provides good cause prior to the end of the continuous period stated herein, the Board may extend the time for decommissioning once the generation of electricity has ceased for the facility or individual Wind Generation Device.
- d. The facility decommissioning plan shall be updated and submitted to Sweetwater County every five years.

2. Interim Reclamation

Interim Reclamation shall comply with the applicable permitting requirements of the Department of Environmental Quality Water Quality Division Storm Water Program.

3. Final Reclamation

The applicant shall provide a final reclamation plan which shall include:

- a. A detailed description of site conditions prior to construction, including topography, vegetative cover (including plant species and plant community structure), climate and land uses.
- b. Provisions regarding the regrading of all WECS Facility component and structure foundations, roads, and all other surface disturbances within the facility boundary to the natural contours of the area. Backfilling, grading and contouring of affected land shall be accomplished by one or more of the following as detailed in the approved reclamation plan:
 1. Re-establishment of the contour of the land in a manner consistent with the proposed future use of the land.
 2. Contouring affected land to blend in with the topography of the surrounding terrain unless doing so would create an erosion problem or hazard.
 3. The WECS facility may leave a road un-reclaimed if approval is obtained from both the surface landowner and the Board.
- c. Re-vegetation.
 1. After backfilling, grading and contouring, and the replacement of topsoil, re-vegetation shall be commenced in such a manner so as to most efficiently accommodate the retention of moisture and control erosion on all affected lands to be re-vegetated.
 2. Re-vegetation requirements shall include seedbed preparation, seed mixture, and post seeding maintenance of all disturbed areas.
 3. If applicable, documentation of any mulching and/or use of fertilizers.

4. Reclamation shall consist of restoring the land using native or adaptive perennial vegetative cover to a condition equal to, or better than, the original condition.
5. Re-vegetation of all affected lands shall be accomplished in a manner consistent with the approved reclamation plan and the proposed future use of the land.
6. Seeding of affected land shall be conducted during the first normal period for favorable planting conditions after final preparation, unless an alternative plan is approved by the Board. The species of vegetation to be used in re-vegetation efforts shall be described in the reclamation plan indicating the composition of seed mixtures and the amount of seed to be distributed on the areas on a per acre basis.
7. The developer must control and minimize the introduction of noxious weeds into the re-vegetated areas until final reclamation is achieved.

d. The final reclamation plan shall be updated and submitted to the Board every five years.

4. Financial Assurance

The applicant shall provide Financial Assurances sufficient to assure complete decommissioning and site reclamation of the WECS Facility in accordance with the provisions of these rules. WECS Facilities subject to regulation by the Public Service Commission shall be exempt from these Financial Assurance provisions and from the Cost Estimation of Decommissioning and Site Reclamation provisions of these regulations.

- a. All Financial Assurances shall be in place prior to commencement of construction of any WECS Facility.
- b. The amount of the Financial Assurance shall be adjusted up or down every five years from the date of permit issuance by the Board based on the results of Final Reclamation.
- c. Additional Financial Assurances to cover risks not anticipated at the time of the permit may be required at any time by the Board, as reasonable and necessary, provided that the Board first gives 30 days written notice stating the reason for and the amount of the additional Financial Assurance.
- d. Financial Assurance in the form of domestic securities may be accepted in any of the following forms at the discretion of the Board with consideration of credit worthiness, financial strength, credit history, credit rating and debt.
 1. Surety bond with a corporate surety registered in Wyoming.
 2. Certificate of deposit in the name of "Sweetwater County" with a state or federally insured financial institution in Wyoming. The permittee shall be entitled to all interest payments.
 3. Other forms of assurance such as corporate guarantee, letter of credit, insurance policy, or other forms of assurance as may be acceptable to the Board.

5. Cost Estimation for Decommissioning and Site Reclamation of the WECS Facility
 - a. Estimates of cost for decommissioning and site reclamation shall be made by a Wyoming Licensed Professional Engineer and subject to review and approval by the Board.
 - b. Total decommissioning costs shall be estimated without regard to the salvage value of the equipment.
 - c. Decommissioning and site reclamation estimates shall be submitted to the Board in the application and every five years after the date of permit issuance until the completion of final reclamation.
 - d. The Wyoming Licensed Professional Engineer estimate of decommissioning and reclamation costs shall include the following:
 1. A general discussion of assumptions, including equipment, timeframes, backup calculations, procedures, methods and any other considerations used in developing the cost estimate.
 2. A detailed description of the decommissioning activities to be performed.
 3. A detailed description of the reclamation activities to be performed.
 - e. The Developer may request release of the Financial Assurance mechanism when the facility has achieved final reclamation. Final reclamation means that all surface disturbances have been re-graded and re-vegetated with a uniform perennial vegetative cover with a density of 90% of the native or adaptive background vegetative cover. Noxious weeds shall not be included in the density requirement in determining reclamation success.
6. The Board may grant a case by case variance to requirements of WECS Facility Decommissioning, Reclamation and Financial Assurance Regulations after considering whether good cause is shown by the applicant or landowner.

I. Approval Process for WECS Facility Permit

1. Pre-Application Submittal Meeting

Prior to submitting an application for a Commercial WECS Facility Permit, the applicant shall arrange and attend a Pre-Application Meeting with the Department.
2. Application Submittal Meeting

After preparing an application for the Commercial WECS Facility Permit, the applicant shall arrange for and attend an Application Submittal Meeting. The purpose of this Meeting is for the Department to provide a summary review of the Application. This review determines whether the application is generally complete and is not missing major application components, such as the Transportation Plan or the Social and Economic Study. If, during this meeting, application components are found missing, the applicant has the following options:

- a. The applicant may file the application as a final application to begin the review period by the Board as required by Wyoming Statute 18-5-505, or
- b. The applicant may correct the identified application deficiencies and formally resubmit the corrected application at a later date.

It is important to note that the Application Submittal Meeting review by Staff is intended to be a summary review that assists the applicant to determine if the application contains the required components. This review is not a substitute for the statutory completeness review conducted by the Board, nor does this summary review commit the County to a finding that any of the required application components are complete.

- 3. Upon receipt of an application, the Board shall review the application to determine if it contains all the information required by W.S. 18-5-503, these regulations and any other applicable rules and regulations. If the Board determines that the application is incomplete, it shall, within 30 days of receipt of the application, notify the Applicant(s) of the specific deficiencies in the application. The Applicant(s) shall provide the additional information necessary within 30 days of receipt of a request for additional information. When the Board determines that the application is complete it shall notify the Applicant(s) that the application is complete and shall provide notice of the date and time at which the hearing required by W.S. 18-5-506 and these regulations shall be conducted. The determination by the Board that an application is complete is no assurance that a particular outcome will be achieved at the public hearing.
- 4. The Board shall hold a public hearing to consider public comment on the application no less than 45 days and not more than 60 days after determining that the application is complete. Written comments on the application shall be accepted by the Board for not less than 45 days after determining that the application is complete.
- 5. Decision of the Board and Findings Necessary
 - a. Within 45 days from the date of completion of the hearing required by W.S. 18-5-506, the Board shall make complete findings, issue an opinion, render a decision on the record either granting or denying the application and state whether or not the Applicant(s) has met the applicable standards. The decision shall be subject to the remedies provided in W.S. 18-5-508. The Board shall grant a permit if it determines that the proposed WECS Facility complies with all standards properly adopted and the standards required by this regulation.
 - b. No permit shall be granted if the application is incomplete or if all notices required by this regulation and W.S. 18-5-503(a)(i) & (ii), and 18-5-504(c) have not been met.
 - c. A copy of the decision shall be provided to the Applicant(s).

J. Administration & Enforcement of Commercial WECS

- 1. Liability Insurance
 - a. The applicant and or operator(s) of the WECS Facility shall maintain a current general liability policy covering bodily injury and property damage with limits of at least \$5 million

per occurrence and \$10 million in the aggregate. The applicant(s) shall provide proof of insurance to the Board prior to the approval of the submitted application. If the application is approved, the owner(s) or operator(s) of the WECS shall provide proof of insurance annually.

2. Transfer of WECS Facility Permits

- a. Notification of a proposed change of owner of the WECS Facility shall be provided to the Board 45 calendar days prior to any such change taking place. Documentation evidencing any such transfer shall be submitted to the Board within 20 days after such transfer is complete. The transferee upon transfer of ownership shall be responsible for assuming all obligations under the approved WECS Facility Permit.

3. Revocation or Suspension of WECS Facility Permit

- a. A WECS Facility Permit may be revoked or suspended by the Board for:
 1. Any materially false statement in the application or in accompanying statements or studies required of the Applicant(s).
 2. Failure to comply with the terms or conditions of the permit after notice of the failure and reasonable opportunity to correct the failure.
 3. Failure to comply with the requirements in W.S. 18-5-501 through 18-5-513, or failure to comply with any order, rule or regulation which has been adopted under the authority of these statutes by the Board, or any rule or regulation of the Industrial Siting Council.
 4. Failure of the proposed WECS Facility to receive a required permit from the Industrial Siting Council pursuant to the Industrial Development Information and Siting Act, W.S. §35-12-101 through §35-12-119; or
 5. Failure of the permitted WECS Facility to:
 - i. Transmit electricity created by wind energy for a period of two consecutive years or more;
 - ii. Maintain land rights necessary to operate the WECS Facility.

4. Expiration of WECS Facility Permits

- a. Any WECS Facility for which a WECS Facility Permit is granted under this section must be commenced within three years from the date of approval by the Board. If the WECS Facility is not commenced within three years from said date of approval, then the WECS Facility Permit shall expire and become null and void and be of no further effect. If the WECS Facility is not operational within two years from the date of project or phase commencement, then the WECS Facility Permit shall expire and become null and void and be of no further effect. If the WECS Facility is to be constructed in phases, the applicant shall submit the schedule for completion of each phase for Board approval with the

application, subject to a time limit of seven years for phased development, which means all phased projects must be completely operational within seven years of the date that the WECS permit was approved.

- b. For the purpose of this section, “commencement of construction” means storage of construction equipment and vehicles on the project site, grading, road construction, and initiation of construction of a WECS Facility. For the purpose of this section, the WECS Facility shall be considered to be “operational” if the project is transmitting electricity.
- c. If the WECS Facility has not been commenced or has not become operational as required, the Applicant(s) may request an extension of the permit. The Applicant(s) shall apply to the County in writing for the extension no later than 90 days prior to the expiration of the permit. At the time of the application for the extension, the Applicant(s) shall provide such information as is necessary for the County to determine whether good cause exists for the extension. Such information may include, but is not limited to, good faith efforts to obtain required authorization for the WECS Facility from other agencies having jurisdiction, such as the Wyoming Industrial Siting Council, delay in construction due to weather conditions, or other causes which have delayed the project and which are beyond the reasonable control of the Applicant(s). The Board shall promptly consider the application for the extension and either allow it or deny it. No permit shall expire during the time the decision on the extension is being considered.

5. Penalties for Violations of Commercial WECS’s

- a. No person shall:
 - 1. Commence to construct a WECS Facility on or after July 1, 2010 without first obtaining a permit required by W.S.18-5-501 through 513 and this section;
 - 2. Construct, reconstruct, operate, locate, erect, maintain, enlarge, change or use a WECS Facility after having first obtained a WECS Facility permit, other than in specific compliance with the permit; or
 - 3. Cause any of the acts specified in this subsection to occur.
- b. Any person violating subsection (a) of this section is liable for a civil or criminal penalty as provided for in Wyoming Statute 18-5-512 or as amended.

6. Industrial Siting Council Referral

The Board may refer any application to the Industrial Siting Council to permit a WECS Facility which does not meet the definition of a facility as defined by W.S. 35-12-102(a)(vii) subject to the provisions found under W.S. 18-5-509 and W.S. 18-5-510.

7. Periodic Inspections

- a. Staff may perform periodic inspections of the WECS Project to verify WECS Facility Permit requirements.

- b. The Project Owner or Operator shall provide an affidavit to the Department every five years certifying that the WECS Project is in compliance with their WECS Facility permit.

K. Commercial WECS Facility Construction Permit

1. Upon approval of the WECS Facility permit, the applicant shall submit to the Department a complete Sweetwater County Commercial WECS Facility Construction Permit application that includes all of the following:
 - a. Evidence that all applicable conditions and terms of the approved WECS Facility Permit have been satisfied.
 - b. Construction Drawings. Building and foundation plans stamped by a Wyoming Licensed Professional Engineer as required.
 - c. Floor plans of all buildings.
 - d. A final plan for site security.
 - e. Final documentation that the project is in compliance with all of the requirements of all applicable state and federal agencies.
2. After the Department receives a complete Commercial WECS Facility Construction Permit application, the Department will review it for compliance, and, if approved, the Department will issue the permit.
3. The Commercial WECS Facility Construction Permit shall be enforced pursuant to these regulations.

L. Non-Commercial WECS Facility Permit and MET Towers

Non-Commercial WECS Facilities and MET Towers will be administered in accordance with the following requirements and these regulations:

1. Non-Commercial WECS Facility Permit Standards and Application Requirements
 - a. Maximum Wind Generation Device Height

Parcels less than five acres in size shall have a maximum Wind Generation Device height of 60 feet. Parcels five acres in size and larger shall have a maximum Wind Generation Device height of 100 feet.
 - b. Maximum Wind Generation Device Limit

Parcels five acres in size and less shall be limited to one Wind Generation Device. Parcels five acres and more shall be limited to two Wind Generation Devices unless approved by the Board.

c. Noise

Sound emitted by a Wind Generation Device shall not exceed:

1. 40 decibels on the dB(A) scale during the hours between 7 am and 7 pm MDT, and
2. 35 decibels on the dB(A) scale during the hours between 7 pm and 7 am MDT. In addition, noise immissions shall not exceed 50 decibels on the dB(C) scale during the hours between 7 pm and 7 am. Such noise immissions shall be measured at the nearest receiving property or lot line. All other requirements of Noise Management shall be followed.

d. Setbacks

No Wind Generation Device shall be constructed on any property a distance of less than 150% of the Wind Generation Device Height from all adjacent property lines.

e. Clear Zone

The Wind Generation Device shall be maintained in a circular clear zone that has a radius which is equivalent to 110% of the wind generation device height. The clear zone shall be maintained free of any occupied structure, tanks containing combustible/flammable liquids and above ground utility/electrical lines.

f. Tower Security

All WECSs or Wind Generation Devices shall be un-climbable.

g. Lighting

All WECS structures shall have International Dark-Sky Association compliant fixtures or an approved equal in accordance with FAA regulations.

h. Advertising

No WECS or Wind Generation Device shall have any writing or picture that may be construed as advertising.

i. Colors

All towers shall be standard colors as provided by the manufacturer.

j. Approved Non-Commercial WECS or Wind Generation Device

At the time of application, the Applicant must present a certification from the manufacturer that all of the system's turbines and other components are equal or exceed the standards of one of the following national certification programs such as the Institute of Electrical and Electronics Engineers ("IEEE"), National Electric Code (NEC), National Electric Safety

Code, (NESC), American National Standards Institute (ANSI) or any other appropriate recognized standard and in no case shall the standards be less stringent than the requirements of the most recent edition adopted by the State of Wyoming.

k. Utility Notification

If applicable, permit applications for Non-Commercial WECS shall be accompanied by evidence that the utility company serving the property of the Applicant has been informed of the customer's intent to install an interconnected customer owned generator.

2. Administration and Enforcement of Non-Commercial WECS Facility Permit

a. Removal of Defective or Abandoned WECS's or Wind Generation Devices

1. Any Wind Generation Device found to be unsafe by an authorized County official, or designated authority, shall be repaired or removed with all due urgency within 14 days by the Owner(s) to meet federal, state and local safety standards. If any WECS Tower is not operational for a continuous period of 12 months, the County will notify the landowner by registered mail and provide 30 days for a response. In such a response, the landowner shall set forth reasons for operational difficulty and provide a reasonable timetable for corrective action. If the County deems the timetable for corrective action as unreasonable, they must notify the landowner and such landowner shall remove the turbine within 120 days of receipt of notice.

b. Construction Permit

No person shall construct a Non-Commercial WECS Facility without first obtaining a Construction permit for a Non-Commercial WECS Facility.

c. Maintaining Compliance

All Non-Commercial WECS or Wind Generation Devices shall be maintained as per the manufacturer's specifications.

d. Neighborhood Concerns

All reasonable concerns of neighbors must be resolved before a Construction Permit for a Non-Commercial WECS Facility will be issued. To help identify and mitigate neighborhood concerns early in the permitting process and after receiving a Construction Permit application, the Department shall send a request for comment form to all property owners within 200 feet of the applicant's property and will post the applicant's property with a sign that states the nature of the applicant's proposed Non-Commercial WECS Facility.

1. If the Department has not received any written objections during the 21 days following the latest date of either the posting or of the mailing of the request for comments, the Department will approve the applicant's request provided all requirements of these rules are met.

2. If any written objections are received, the Department will schedule a public hearing before the next regularly scheduled Commission meeting that allows for 30 day advertised notice.
3. At the public hearing, the Commission will take testimony concerning objections to the proposed Non-Commercial WECS. After hearing and considering all testimony from staff and concerned parties, the Commission will then make a recommendation to the Board to approve, conditionally approve or deny the application.
4. The Board shall conduct a public hearing on the application for a Non-Commercial WECS. The Board may approve, conditionally approve or deny the application at the conclusion of the public hearing based on evidence, comments, and the recommendation from the Commission. Notice of the hearing shall be provided in the same manner as for an application for a public hearing.

e. **Penalties and Violation of Non-Commercial WECS Facility Permit**

Violations of these regulations for Non-Commercial WECS Facilities shall be enforced in accordance with the Sweetwater County Zoning Resolution and pursuant to Wyoming Statute 18-5-204 through 18-5-206.

f. **Fees – Non Commercial WECS Facility Permit Fees**

The application fee for a WECS Non-Commercial Construction Use Permit as provided for in this Resolution.

M. Fees – Commercial WECS Facility

1. Commercial WECS Facility Permit Fee

The fee for a Commercial WECS Facility Permit shall be used to reimburse all staff costs that are incurred to review and process a Commercial WECS Facility Permit Application. The Department shall record all staff time, equipment, and expenses related to persons with the required expertise to review and process a Commercial WECS Facility Permit Application. This shall include, but not be limited to, meetings with County staff, meetings with the BLM and public agencies, completeness review required by County staff following the filing of an Application, review and public hearing preparation and processing. A Reimbursement Account shall be established for the Applicant when a Commercial WECS Facility Permit Application is filed. At the time of filing, the Applicant shall fund the Reimbursement Account in the amount of \$50,000. The Applicant shall provide additional funding to the Reimbursement Account at any time the account becomes less than \$20,000. The Department shall submit periodic invoices to the Reimbursement Account. Any fees remaining in this Reimbursement Account after issuance of a Commercial WECS Facility Permit shall be credited to the Reimbursement Account for a Commercial WECS Facility Construction Permit.

2. Commercial WECS Facility Construction Permit Fee

The Permit Fee for a Commercial WECS Facility Construction Permit shall be used to reimburse all staff costs, including vehicle and equipment costs, the value of all staff time allocated to

processing the application, and the expenses reported by any person with particular expertise that is hired to assist the County in reviewing the application and in determining compliance with all requirements of the applicant identified herein. The Department shall record all staff time and equipment required to issue the permit and conduct inspections. This shall include, but not be limited to, meetings with County staff prior to issuing the Construction Permit, meetings with other public agencies prior to issuing the Commercial WECS Facility Construction Permit, and site inspections. A Reimbursement Account shall be established for the Applicant when a Commercial WECS Facility Construction Permit is approved. At the time of permit approval, the Applicant shall fund the Reimbursement Account in the amount of \$50,000. The Applicant shall provide additional funding to the Reimbursement Account at any time the account becomes less than \$20,000. The Department shall submit periodic invoices to the Reimbursement Account.

3. If the applicant fails to provide the required payments to the Reimbursement Account, all efforts and work on the project shall cease.
4. Once all construction has been completed and the project is operational, all fees paid by the applicant remaining in the Reimbursement Account will be returned.

Section 18. Nuisance Regulations

A. General

1. A site, property, tract, lot, building grounds, building, area or other property may be declared a nuisance by the Board in conformance with Wyoming State Statutes 18-2-101(a)(viii) and 18-2-115 if a nuisance as listed in these regulations exists on said site, property, tract, lot, building grounds, area or other property.
2. It shall be unlawful for any person to maintain or permit the existence of any nuisance upon property within the boundaries of the unincorporated areas of Sweetwater County, Wyoming.
3. The following standards are hereby declared by the Board for establishing when a site is a nuisance:
 - a. the outside storage, keeping or maintenance of inoperative vehicles excepting those that are within the scope of these regulations;
 - b. any building or structure (as well as fencing) shall be considered a nuisance when, for want of repair, dilapidated, defective, or other hazardous condition produces an imminent endangerment to public health or safety;
 - c. the maintenance or harboring of farm animals, livestock or domestic animals in the Unincorporated areas of Sweetwater County in an unsanitary manner that creates human health hazards;
 - d. the accumulation of animal manure, animal feces, animal waste products and standing water that allow for the breeding and propagation of insects and/or rodents;
 - e. discharging septic system/sewage effluent onto the ground or into water ways;
 - f. causing or allowing the effluent from any cesspool, septic tank, drain field or sewage disposal system to discharge upon the surface of the ground;
 - g. maintaining weed growth or debris which, by its presence or manner of storage, presents a clear threat to public health or safety;
 - h. maintaining presence of insect vector or rodent harborages;
 - i. the unlicensed accumulation of materials, debris, garbage, waste recyclables, or other scrap or junk material such as but not limited to:
 - (1) Combustible materials such as paper litter, cardboard or paper piles, piles of weeds or shrubbery trimmings, piles of wood, straw, hay, grass, etc., which by reason of its presence or manner of storage creates a potential fire hazard or allows for insect and/or rodent propagation;
 - (2) Any waste petroleum or other chemical product (solid or liquid) or solid waste (rubbish) of any kind which, by reason of its presence or manner of storage, could

contaminate surface or ground water or could inflict harm to the public directly by evaporation to the gaseous state, by burning, or direct physical contact; or, indirectly by harboring vermin;

- (3) Commercial or household: Appliances (washers, dryers, water heaters, refrigerators, etc.); Equipment (tools, and manufacturing equipment, metal products, construction equipment or materials, etc.); Machinery, Vehicles, Vehicle parts, Tires, or Similar Items which by reason of its presence or manner of storage presents a danger to the public or regulatory agencies from collapse, fire, entrapment, burning, or harboring of dangerous chemicals, or vermin harboring;
 - (4) Household or commercial building parts and fixtures such as furniture, counters, tables, flooring, foundations and wall materials, roofing materials, electrical parts, mechanical systems parts, etc., which by its presence or manner of storage presents a danger to the public or regulatory agencies from collapse, fire, entrapment, burning, or harboring of dangerous chemicals or vermin;
- j. allowing any discharge into the environment of toxic or noxious materials in such concentrations as to endanger the public health;
 - k. any chemical and/or biological material that is stored, used or disposed of in such quantity or manner that creates a public health hazard;
 - l. any condition or situation which renders a structure or any part thereof unsanitary, unhealthy or unfit for human habitation occupancy or use or renders any property unsanitary or unhealthy;
 - m. failure to keep material, debris, waste, refuse or garbage in a closed container designed for such purposes;
 - n. burning garbage, weeds and other debris in a manner that is offensive or dangerous to the health, and safety of the public;
 - o. the depositing, placing, creating, or dumping of any putrid or decayed animal or vegetable matter, liquid, chemical, solid waste, refuse or garbage, in a public or private place so as to create a potential health hazard shall constitute a public nuisance;
 - p. trees, vegetation, artificial light, and other items are considered a nuisance when they obstruct or limit visual observation of traffic control devices, vehicle usage, pedestrian travel ways, etc., or contribute to an unsafe condition for the public utilizing the right-of-ways;
 - q. noises, except those uses excepted by these regulations, that exceed the maximum sound levels as prescribed in Table A, dB(A) Noise Level Restrictions, beyond the site property lines, except that when a nonresidential zoning district or activity abuts a residential zoning district, the residential zoning district standard shall govern.

Table A
dB(A) Noise Level Restrictions

Zoning	Maximum Sound Level
Residential	60 dB(A)
Commercial or Industrial	70 dB(A)

Note: “dB(A)” is the measure of sound levels in A-weighted decibels.

- r. failure to comply with any law or rule regarding sanitation and health including but not limited to:
 - (1) plumbing,
 - (2) water supplies,
 - (3) waste disposal,
 - (4) storage of chemical pesticides or herbicides

B. Exceptions

The following are not considered a public nuisance:

1. The following vehicles, are not considered a public nuisance:
 - a. Antique or historic motor vehicles, as defined by W.S. Section 31-2-223;
 - b. Vehicles kept in an enclosed garage or storage building;
 - c. Vehicles used for educational or instructional purposes by a proprietary school licensed in Wyoming;
 - d. Vehicles kept by licensed establishments and authorized storage yards;
 - e. Vehicles and equipment relevant to the operation of farms and ranches;
2. Maintenance of livestock in un-platted agricultural areas of the county shall not be considered a nuisance unless maintained in an unsanitary manner that creates human health hazards;
3. Retention of farm products, supplies, equipment, and reusable materials at a working farm or ranch shall not be considered a public nuisance as long as such items and material are kept in such a manner that would not constitute a threat to public health or safety.
4. The maximum sound levels of Table A of this section may be exceeded by temporary construction and maintenance activities, but any excessive noise generated by such activities shall be restricted to the hours between 7:00 A.M. and 10:00 P.M. In addition, the movement of trains on existing railroad rights-of way, the movement of motor vehicles on public roads, the operation of farm machinery, the operation of watercraft, the operation of a permitted industrial facility or oil and gas or mining operation necessary to the extraction, production or exploration of mineral resources or other sources of noise not attributable to a particular development is not considered a public nuisance.

C. Outdoor Storage

The accumulation and storage of animal manure that is not considered a public nuisance shall be stored according to the EPA Livestock Manure Management Regulations.

D. Enforcement

1. The Board hereby delegates its authority to declare and abate nuisances which the Board determines to be a threat to health or safety the Sweetwater County Land Use Director, Code Enforcement Official and Planning and Zoning Technician. It shall be their duty to issue orders on behalf of the Board declaring properties to be nuisances when it reasonably appears from application of the standards that nuisances exist.
2. Written notice shall be provided with the order declaring the property to be a nuisance. Said written notice shall comply with the requirements of W.S. §18-2-115(b) and shall be filed, served and posted as provided in W.S. §18-2-115(b). Procedure for an owner or occupant to deny the existence of any of the allegations of the nuisance order shall be as provided in W.S. §18-2-115(c), and court proceedings on the order and answer shall be as provided in W.S. §18-2-115 (c) and (d). Appeals from the judgment or final order of the district court shall be taken as provided in W.S. §18-2-115(e).
3. W.S. §18-2-101 (a)(viii) provides the following enforcement measures and civil penalties for failure to comply with a final order:

No person shall create, continue or permit nuisances to exist in violation of a final order issued pursuant to W.S. 18-2-115. Any resolution passed by a Board of County Commissioners pursuant to this paragraph is enforceable, in addition to other remedies provided by law, by injunction, mandamus or abatement. **Whoever fails to comply with a final order shall be assessed a civil penalty of up to \$100.00 per day for each day the violation continues.** No resolution issued pursuant to this paragraph shall regulate any permitted industrial facility or oil and gas or mining operations necessary to the extraction, production or exploration of mineral resources. Nothing in this paragraph shall be construed to impair or modify any rights afforded to farm or ranch operations pursuant to the Wyoming Right to Farm and Ranch Act. (*Emphasis added.*)

4. For ease of reference, W.S. § 18-2-115, in its entirety, provides as follows:

18-2-115.Nuisance abatement; procedures.

(a) A board of county commissioners shall, by resolution, establish standards for determining when a site may be declared a nuisance under W.S. 18-2-101(a)(viii).

(b) A board of county commissioners may issue an order declaring a property to be a nuisance under W.S. 18-2-101(a)(viii) and shall provide written notice to the owner or occupant of the property describing with specificity the nature of the nuisance and the steps required for abatement. The order shall be in writing, shall state the grounds for the order and shall be filed in the office of the clerk of the district court of the county in which the property is situated. A copy of the order shall be served in accordance with the Wyoming Rules of Civil Procedure upon the owner or occupant with a written notice that the order has been filed and shall remain in force,

unless the owner or occupant files his objections or answer with the clerk of the district court within 20 days. A copy of the order shall be posted in a conspicuous place upon the property.

(c) Within 20 days of service of an order issued under subsection (b) of this section, the owner or occupant may file with the clerk of the district court and serve upon the board of county commissioners issuing the order, an answer denying the existence of any of the allegations in the order. If no answer is filed and served, the order shall become a final order declaring the site a nuisance and fix a time when the order shall be enforced. If an answer is filed and served, the court shall hear and determine the issues raised as set forth in subsection (d) of this section.

(d) The court shall hold a hearing within 20 days from the date of the filing of the answer. If the court sustains all or any part of the order, the court shall issue a final order and fix a time within which all or any part of the final order shall be enforced.

(e) An appeal from the judgment or final order of the district court may be taken by any party to the proceeding in accordance with the Wyoming Rules of Appellate Procedure.

Section 19. Supplemental Use Regulations

A. Purpose:

The purpose of this section is to:

1. Provide supplemental regulations for individual permitted uses to protect surrounding property values and uses; and,
2. Protect public health, safety, and general welfare; and
3. Implement the comprehensive plan.
4. Establish additional standards for particular uses.

B. The regulations of this section shall supplement requirements of the base applicable and overlay zoning district regulations and the other applicable standards of this resolution. These standards are in addition to and do not replace, the other standards for development set forth in other sections of the Sweetwater County Zoning Resolution. To the extent that there is a conflict between a standard in another section of the SWC Zoning Resolution and a standard in this section, the standard in this section governs unless otherwise indicated.

C. Campground Facilities

1. Commercial Campgrounds without water, sewer, and electrical:

- a. ~~Minimum parcel Lot sSize: 5 acres.~~
- b. ~~Commercial Campgrounds without water, sewer, and electrical shall not be allowed within the Growth Management Area.~~
- c. ~~Campsite Size: Minimum of 300 400 square feet for tent sites; 1,800 2,000-square feet for Recreational Vehicle (RV) sites, including parking.~~
- d. ~~Amenities: Each site may include a fire pit or grill and a picnic table.~~
- e. ~~Commercial Campground facilities shall submit and maintain a Fire Safety Plan and Emergency Response Plan to be approved by a local fire code official. Such plan may be required to address issues including but not limited to: details of construction for any fire pits, requirements for construction of additional facilities to aid fire responders in case of a fire event, Defensible Space between fuels and structures, ingress/egress points and methods for maintaining them, and/or information to be disseminated to the applicant's clientele or employees in regard to fire safety. Additional items to be addressed in the Fire Safety Plan and Emergency Response Plan may be required by the fire code official. The Campground shall post the nearest Federal Public agency and County fire danger level and fire bans. Parking: Tent campsites shall provide a minimum of 1 parking space. RV campsites shall provide a minimum of 2 parking spaces.~~
- f. ~~Setback: Commercial Campground campsites shall be a minimum of 50 feet from all adjacent properties zoned residential.~~
- g. ~~Screening: Screening: Where adjacent to residential zones, a solid fence, vegetative buffer, or other approved screening method at least 6 feet in height shall be installed and maintained to reduce visual, light, and noise impacts.~~
- h. ~~Trash and Waste Management: Campgrounds shall provide covered trash receptacles. Receptacles must be placed within 500 feet of any dependent site.~~
- i. ~~Interior Roads: Interior roads shall comply with the most recently adopted International Fire Code standards.~~
- j. ~~Sanitary Facilities~~
 1. ~~Sanitary facilities containing toilets must be provided and~~

Formatted

Formatted: Not Expanded by / Condensed by

Formatted: Font: 12 pt, Not Expanded by / Condensed by

Formatted

Formatted

Formatted: Normal, Indent: Left: 2.5", No bullets or numbering

Formatted

Formatted

Formatted: Font: 12 pt

Formatted

- located no more than 300 feet from dependent campsites
2. All ~~potable service buildings~~ sanitary facilities shall comply with requirements set by the Wyoming Department of Environmental Quality and/or Sweetwater County Environmental Health.
2. Commercial Campgrounds with water, sewer, and electrical:
- a. Commercial campground facilities with water, sewer, and electrical shall meet all requirements listed in Section C.1(a-i), with the following additional requirements:
- b. Density requirements:
1. Minimum parcel size: 2 acres
2. All independent campsites shall be connected to water, sewer, and electrical utilities. A sanitary station may be provided in lieu of sewer connections to each independent campsite.
3. All potable water and sewage disposal systems shall comply with requirements set by the Wyoming Department of Environmental Quality and/or Sweetwater County Environmental Health.
4. Campsite Size: Minimum of ~~250~~300 square feet for tent sites; 1,350 square feet for RV sites, including parking and utility hookups,
- ~~B.~~

Formatted

Formatted

Formatted: Tab stops: Not at 0.57"

Formatted: Font: 12 pt

Formatted: Indent: Left: 3", No bullets or numbering, Tab stops: Not at 0.57"

D. Wireless Communication Facilities

1. Applicability

- a. Except as provided in the following subsection ~~b2~~, Wireless Communication Regulations will apply to the installation, construction, or modification of the following facilities:
1. Existing and proposed antenna support structures.
2. Replacement antenna supporting structures.
3. Broadcast antenna supporting structures.
4. Collocated and combined antennas on existing antenna supporting structures.
5. Distribution Antenna Systems (DAS)
6. Roof mounted antenna supporting structures.
- ~~Surface mounted antenna supporting structures.~~
- ~~Surface mounted antennas~~
7. Stealth wireless communications facilities
- b. The following items are exempt from the provisions of this section:
1. The installation of antenna and equipment on an existing antenna support structure provided the installation does not result in an increase in the overall height of the structure.
2. Amateur radio operators using antennas for personal, non-commercial use, including but not limited to television and ham radio antennas.
3. Regular maintenance of any existing wireless communications facility that does not include the placement of a new wireless communications facility.
- c. Any wireless communications facility that is not visible from the exterior of the building or structure in which it is mounted.
- d. Distribution Antennae System (DAS) in accordance with the following:
1. Does not require installation of a new tower, utility support structure or building; and,
2. Does not extend more than three (3) feet horizontally or six (6) feet

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

vertically from the building or utility support structure on which it is mounted; and,

3. Complies with all other Federal, state, and local laws (i.e. FCC, FAA, etc.)

2. Development Review and Permitted Uses:

a. Except as provided in the following subsections ii and iii below, no wireless communications facility is permitted except in accordance with the development review process indicated below in Table 1, the applicable zoning district and the height of the proposed facility. Regardless of the development review process required, the applicant shall comply with all applicable submissions, and the procedural and substantive provisions of the Sweetwater County Zoning Resolution.

b. All collocations, roof, and distributed antenna systems are allowed in all zone districts and are subject to zoning permit approval as set forth in Section D.3 Development Review Process of the Wireless Communication Regulations unless exempt by these regulations.

Table 1
Wireless Communication Facilities

<u>Zoning Districts</u>	<u>Height of Proposed Facility</u>				
	<u>up to 35 feet</u>	<u>36 to 50 feet</u>	<u>51 to 100 feet</u>	<u>101 to 199 feet</u>	<u>200 feet or more</u>
<u>RR, R-1, R-2, R-3, MH and R-2/SF with existing permitted non-residential uses (e.g. community centers, churches, etc.)</u>	<u>Zoning Permit</u>	<u>Zoning Permit</u>	<u>Conditional Use Permit (max 80 feet)</u>	<u>Prohibited</u>	<u>Prohibited</u>
<u>RR, RR-3, RR-5, R-1, R-2, MH, and R-2/SF with existing residential uses</u>	<u>Conditional Use Permit</u>	<u>Conditional Use Permit</u>	<u>Prohibited</u>	<u>Prohibited</u>	<u>Prohibited</u>
<u>R-3 (Multi-Family Residential)</u>	<u>Zoning Permit</u>	<u>Conditional Use Permit</u>	<u>Prohibited</u>	<u>Prohibited</u>	<u>Prohibited</u>
<u>C (Commercial)</u> <u>B (Business)</u> <u>CRS (Commercial/Recreational Services)</u> <u>I-1 (Light Industrial)</u>	<u>Zoning Permit</u>	<u>Zoning Permit</u>	<u>Conditional Use Permit</u>	<u>Prohibited</u>	<u>Prohibited</u>
<u>A (Agriculture)</u> <u>MD-1 (Mineral Development)</u> <u>I-2 (Heavy Industrial)</u>	<u>Zoning Permit</u>	<u>Zoning Permit</u>	<u>Zoning Permit</u>	<u>Zoning Permit</u>	<u>Zoning Permit</u>
<u>A (Agriculture) within Growth Management Area (GMA)</u>	<u>Zoning Permit</u>	<u>Zoning Permit</u>	<u>Conditional Use Permit</u>	<u>Conditional Use Permit</u>	<u>Conditional Use Permit</u>

3. Development Review Process

a. Zoning Permit Approval

Where administrative review is required by zoning permit, a complete application will be

Formatted: Font: 12 pt, Font color: Text 1

Formatted: Font: 12 pt, Font color: Text 1

Formatted: Font: 12 pt, Font color: Text 1

Formatted: Left, Add space between paragraphs of the same style, Line spacing: single, No widow/orphan control, Don't adjust space between Latin and Asian text, Don't adjust space between Asian text and numbers, Tab stops: 0.57", Left

Formatted: Font: 12 pt

Formatted: Indent: Left: 1.5", No bullets or numbering

Formatted: Font: 12 pt

Formatted: Font: 12 pt

Formatted: Normal, No bullets or numbering

Formatted Table

Formatted: Font: 12 pt

Formatted: Normal, No bullets or numbering

Formatted: Font: 12 pt

Formatted: Indent: Left: 1.5", No bullets or numbering

reviewed for compliance with this section by the Department who will render a final decision of approval, denial, or approval with conditions.

b. Conditional Use Permit

Where a Conditional Use Permit is required, the application will be reviewed as provided in Section 7 of this resolution and these Wireless Communication Regulations

4. Final Decision

Any decision by Land Use Department Staff or Board of County Commissioners to deny an application for a proposed wireless communications facility must be in writing and supported by findings of fact and conclusions of law contained in a written record.

5. Submission Requirements

a. In addition to the submissions required in Section 4.B.5 of the Sweetwater County Zoning Resolution for a Zoning Permit, the requirements indicated in Table 2 must be provided with an application for any wireless communications facility. The application must be signed by the property owner, the applicant, and a provider who will be placing antennas on the proposed wireless communications facility.

b. The Department may modify the submission requirements where it is determined that certain information is not required or useful in determining compliance with the provisions of the Sweetwater County Zoning Resolution.

Formatted: Indent: Left: 1.5", No bullets or numbering

Formatted: Indent: Left: 1", No bullets or numbering

Table 2

<u>Antenna Supporting</u>	<u>Collocations</u>	<u>Non-exempt DAS</u>	<u>Roof Mounted</u>	<u>Stealth Wireless</u>	<u>Required Submissions</u>
<u>✓</u>	<u>✓</u>	<u>✓</u>	<u>✓</u>	<u>✓</u>	<u>A complete application on a form provided by the department.</u>
<u>✓</u>	<u>✓</u>	<u>✓</u>	<u>✓</u>	<u>✓</u>	<u>A signed statement from the facility's owner or owner's agent stating that the radio frequency emissions comply with Federal Communications Commission (FCC) standards for such emissions.</u>
<u>✓</u>		<u>✓</u>	<u>✓</u>	<u>✓</u>	<u>Elevation drawings to scale of the proposed facility.</u>
<u>✓</u>				<u>✓</u>	<u>One original of a survey of the lot completed by a Land Surveyor registered in the State of Wyoming that shows all existing uses, structures, setbacks, buildings within 300 feet of the proposed facility, and all improvements.</u>
<u>✓</u>			<u>✓</u>	<u>✓</u>	<u>An engineering analysis of the tower showing compliance with the most recent adopted edition of the International</u>

Formatted: Font: 12 pt

Formatted: Normal, No bullets or numbering

Formatted: Font: 12 pt

						Building Code and certified by a Wyoming Licensed Professional Engineer shall be submitted.
--	--	--	--	--	--	---

6. Standards

The standards for the establishment of all proposed wireless communications facilities are indicated by type of facility in Section 19.D.7 Antenna Supporting Structures through Section 19.D.10 Stealth Wireless Communication Facilities of the Wireless Communication Facilities Regulations. Where overall height requirements set forth in Section 19.D conflict with those set forth in the applicable zoning district, Wireless Communication Facility Regulations govern.

7. Antenna Supporting Structures.

a. Setbacks

1. Antenna Supporting Structures, equipment enclosures and ancillary appurtenances, shall maintain a minimum setback of one hundred and ten (110) percent of the height of the structure from all adjoining property lines (not lease lines) that are zoned residential, from recorded rights-of-way, occupied structures, public and private streets or from the existing setback requirement of the underlying zoning district, whichever is greater
2. The overall height of any antenna supporting structure shall be in accordance with the height requirements as provided in Table 1.

b. Lighting

1. No lights, signals or other illumination will be permitted on any antenna supporting structure or ancillary appurtenances unless the applicant demonstrates that lighting is required by the Federal Aviation Administration (FAA) and the Federal Communications Commission (FCC).
2. Site lighting may be placed in association with an approved equipment enclosure but must be fully shielded to prevent light trespass and meet the requirements of the Sweetwater County Lighting Regulations, Federal Aviation (FAA) Administration and the Federal Communications Commission (FCC).

c. Proliferation Minimized

1. Siting Priorities. In order to justify the construction of an antenna supporting structure, the applicant must demonstrate that higher-ranking alternatives in the following hierarchy do not constitute feasible alternatives:
 1. Collocated or combined antennas.
 2. Distribution Antenna System
 3. Roof-mounted antenna supporting facility.
 4. Stealth wireless communications facility.

- d. Fencing: A fence of at least 6 feet in height from finished grade must be installed in order to enclose the base of the antenna supporting structure and associated equipment enclosures. The fence shall be of chain link construction and for security purposes, barbwire may be allowed at the top of the fence.

e. Visual Impacts Minimized

1. Antennas must be configured on antenna supporting structures in a manner that is consistent with the character of the surrounding

Formatted: Font: 12 pt

Formatted: Normal, No bullets or numbering

Formatted: Indent: Left: 1", No bullets or numbering

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

community and that minimizes adverse visual impacts on adjacent properties.

8. Roof Mounted Antenna Supporting Structure

- a. Location and placement: Roof-mounted antennas may be placed only on commercial, industrial, and multifamily buildings.
- b. Height:
 - 1. The roof-mounted antenna, attachment device equipment enclosure, and/or any ancillary appurtenance may not extend above the roof line of the building upon which it is attached by more than 20 feet.
 - 2. Roof mounted wireless structures with an overall height of greater than 50 feet are considered antenna supporting structures subject to Section 19.D.7 standards of this section.

9. Distribution Antenna System

- a. Distribution Antenna Systems which comply with the height limit of the zoning district and do not require installation of a new antenna supporting structure are allowed in all zones.
- b. Distribution Antenna Systems that do not meet the above requirements, and which are located in a residential zoning district, shall be subject to Conditional Use Permit review.

10. Stealth Wireless Communication Facilities

- a. ~~Setback:~~ Setbacks: All Stealth Wireless Communication Facilities, ancillary appurtenances, and equipment enclosures, shall meet the minimum setback requirements for the zoning district in which they are proposed.
- b. Variance: The Board of County Commissioners may grant a variance from this setback and height requirement if the applicant can provide structural drawings and plans, signed by a licensed engineer in the State of Wyoming that certify that in the event the tower collapses, relief from the standard setback requirement would not pose a threat to health and safety of adjacent property owners. Setback requirements for stealth facilities may also be reduced by the Board if it is determined that such a variance is necessary to reduce the visual impact or enhance the compatibility of the proposed facility on adjacent properties and the surrounding communities.
- c. Height: The overall height of a proposed stealth facility must be limited to that which is consistent with the scale and aesthetic qualities of the proposed facility, and to that which blends and is consistent with the character of the surrounding community.
- d. Aesthetics: No stealth facility may have antennas or ancillary equipment that is readily identifiable from the public domain as wireless communications equipment. Stealth facilities must be designed so they are reasonably consistent with the surrounding built or natural environment. In order to determine compliance with these requirements, Sweetwater County will consider the following criteria:
 - 1. Overall height.
 - 2. The compatibility of the proposed facility with surrounding built and natural features.
 - 3. Scale.
 - 4. Color.
 - 5. The extent to which the proposed facility has been designed to reasonably replicate a non-wireless facility.
 - 6. The extent to which the proposed facility is not readily identifiable

as a wireless communications facility.

11. Discontinuance

- a. Notice of discontinuance: In the event that all legally approved uses of an antenna supporting structure or antenna have been discontinued for a period of 180 days, the Department may make a preliminary determination of discontinuance. In making such a determination, the Department may request documentation and/or affidavits from the property owner regarding the structure's usage, including evidence that use of the structure is imminent. Failure on the part of a property owner to provide updated contact information for the owner of the antenna supporting structure for four consecutive years will be presumptive evidence of discontinuance. At such time as the Department reasonably determines that an antenna supporting structure or antenna has been discontinued, the Department will provide the property owner with a written notice of discontinuance by certified mail.
- b. Declaration of discontinuance: Failure on the part of the property owner to respond to the notice of discontinuance within 90 days, or to adequately demonstrate that the structure is not discontinued, will be evidence of discontinuance. Based on the foregoing or on any other relevant evidence, the Department may make a final determination of discontinuance, whereupon a declaration of discontinuance will be issued to the property owner by certified mail.
- c. Removal of facility: Within 120 days of a declaration of discontinuance, the property owner must either:
 1. Reactivate the use of the structure as a wireless communications facility or transfer ownership of the structure to another owner who will make such use of the facility
 2. Dismantle and remove the facility
- d. Appeal: Any order or notice of discontinuance may appeal to the Board of County Commissioners pursuant to Section 4.G of the Sweetwater County Zoning Resolution.

Formatted: Font: 12 pt

Formatted: Indent: Left: 2.5", No bullets or numbering

Section 20. Amendment Procedures

A. Statement of Public Policy

It is the intent of Sweetwater County that these regulations have been established for the purpose of promoting sound and desirable development and for maintaining stable land use patterns. Amendments may be adopted for the promotion of the public health, safety, and general welfare. Amendments shall be two types; Language Amendments which seek to change the wording of the Zoning Resolution; and Zoning Map Amendments which seek to change the district boundary lines on the Official Zoning Map. Amendments may be made in the manner hereinafter set forth.

B. Permit Requirements

1. Applications for amendments shall be made on a form provided by the County together with the required fee.
2. An application for a Language Amendment shall include the following:
 - a. Name, mailing address and phone number for the applicant and other interested parties.
 - b. The section referenced and existing text proposed to be amended.
 - c. The proposed text.
 - d. The reason for the proposed amendment.
3. An application for a Zoning Map Amendment shall include the following:
 - a. Name, address and phone number for the applicant, landowner and other interested parties.
 - b. A legal description and a map of any area sought to be rezoned including the zoning of abutting properties.
 - c. The existing zoning district designation and the proposed designation.
 - d. The reason for the proposed amendment.

C. Review and Approval

The Department shall review the application for compliance with the regulations and, once satisfactory, shall schedule the application for public hearing before the Commission and the Board.

D. Review Criteria

1. Language Amendments
 - a. The Language Amendment is consistent and compatible with the current resolution and the Comprehensive Plan.

- b. The Language Amendment shall not adversely affect adjacent properties, communities or the health, safety and welfare of the residents of Sweetwater County.

2. Zoning Map Amendments

- a. The amendment is consistent and compatible with the current resolution and the Comprehensive Plan.
- b. The proposed zoning is suitable for the existing topography and creates buildable lots.
- c. The proposed zoning is compatible with existing or allowable uses of adjacent properties and neighboring zoning districts.
- d. 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.
- e. The Amendment shall not adversely affect adjacent properties, communities or the health, safety and welfare of the residents of Sweetwater County.
- f. The request conforms to all applicable provisions of this Resolution.

Section 21. Definitions

- A. The following words, terms, and phrases are hereby defined and shall be interpreted in the same fashion throughout this Resolution. The word “shall” is always mandatory. The word “may” is permissive. Words used in the present tense shall include the future tense, and words used in the singular tense shall include the plural. Terms not herein defined shall have the meaning customarily assigned to them.
1. **Adult Arcade:** Any place to which the public is permitted or invited wherein coin-operated or slug operated or electronically, electrically, or mechanically controlled still or motion picture machines, projectors, or other image-producing devices are maintained to show images to five or fewer persons per machine at any one time, and where the images so displayed are distinguished or characterized by an emphasis upon the depiction or description of specified sexual activities or specified anatomical areas.
 2. **Adult Bookstore/Video Store:** An establishment which has a substantial portion (10 percent or more of gross floor area) of its stock-in-trade and offers for sale or rent for any form of consideration any one or more of the following: Books, magazines, periodicals or other printed matter or files, motion pictures, photographs, slides, DVD's, video cassettes, or other visual representations which are characterized by an emphasis upon the depiction or description of specified sexual activities or specified anatomical areas; or Devices, instruments or paraphernalia which are designed for use in connection with specified sexual activities.
 3. **Adult Cabaret:** A nightclub, bar, restaurant or similar commercial establishment which regularly features: Persons who appear in a state of nudity or semi nudity; or live performances which are characterized by the exposure of specified anatomical areas or by specified sexual activities; or films, motion pictures, video cassettes, slides or other photographic reproductions, which are characterized by the depiction or description of specified sexual activities or specified anatomical areas.
 4. **Adult Motel:** A hotel, motel or similar commercial establishment which: offers accommodations to the public for any form of consideration, provides patrons with closed-circuit television trans missions, films, motion pictures, video cassettes, slides, or other photographic reproductions which are characterized by the depiction or description of specified sexual activities or specified anatomical areas; or offers a sleeping room for rent for a period of time that is less than 8 hours; or allows a tenant or occupant of a sleeping room to sub-rent the room for a period of time that is less than eight hours.
 5. **Adult Motion Picture Theater:** A commercial establishment where films, motion pictures, video cassettes, slides or similar photographic reproductions that are distinguished or characterized by an emphasis on specified sexual activities or specified anatomical areas are

regularly shown for any form of consideration.

6. **Adult Novelty Store:** Any retail store specializing in the sale of paraphernalia, devices, or equipment distinguished or characterized by an emphasis on depicting or describing specified sexual conduct or used in connection with specified sexual conduct.
7. **Adult Theater:** A theater, concert hall, auditorium, or similar commercial establishment which, for any form of consideration, regularly feature person who appear in a state of nudity or live performances which are characterized by exposure of specified anatomical areas or by specified sexual activities.
8. **Agriculture:** Cultivation of the soils, the production of forage or crops, production of timber products or the rearing, feeding or management of livestock in domestic or captive environments consistent with the land's capability to produce.
9. **Agriculture, Commercial:** Contiguous or non-contiguous parcels of land presently being and employed for the primary purpose of providing gross revenue from agricultural or horticultural use or any combination thereof.
10. **Agriculture, Non-Commercial:** The accessory use of a portion of a lot or parcel for agricultural or horticultural use, including 4-H and vocation agricultural projects, for the primary use of the residents of the lot or parcel.
11. **Aircraft Landing Strip:** A private facility for accommodation and servicing of aircraft the use of which shall be limited to the owners of the lot on which the facility is located.
12. **Airport:** A public facility for accommodation and servicing of aircraft the use of which shall be for general public use.
13. **Alley:** A public right-of-way providing a secondary means of access to abutting lands.
14. **Alteration:** Any external rearrangement of the structural parts, enlargement, addition, increase in height, or relocating of a facility to which a Zoning Permit is required.
15. **Ambulance Station:** A facility for receiving requests for ambulance services and for the stationing of one or more ambulances until dispatched in response to calls for service.
16. Antenna supporting structure: A vertical projection, including a foundation, designed and primarily used to support one or more antennas or that constitutes an antenna itself. This does not include stealth wireless communications facilities, but does include roof-mounted antenna support structures that extend above the roof line by more than 20 feet, or that have an overall height of greater than 50 feet.
17. Antenna supporting structure, broadcast: An antenna supporting structure mounted on the roof of a building that extends above the roof line by 20 feet or less and that has an overall height of 50 feet or less.
- 15, 18. Antenna supporting structure, roof mounted: An antenna supporting structure mounted on the roof of a building that extends above the roof line by 20 feet or less and that has an overall height of 50 feet or less.

Formatted: Font: 12 pt

Formatted: Left, Indent: Left: 0.65", Hanging: 0.5", Right: 0", No bullets or numbering, Tab stops: Not at 1.15"

Formatted: Font: 12 pt

Formatted: Left, Indent: Left: 0.65", Hanging: 0.5", Right: 0", No bullets or numbering, Tab stops: Not at 1.15"

Formatted: Font: 12 pt

Formatted: Left, Indent: Left: 0.65", Hanging: 0.5", Right: 0", No bullets or numbering, Tab stops: Not at 1.15"

~~16.~~19. **Appliance Sales, Service and Repair:** The use of any building or portion thereof, or other premises or portion thereof, for the display, sale, rental, or lease of household appliances as an ancillary use of a zoning lot, and any warranty repair work and other repair service conducted as an accessory use.

~~17.~~20. **Applicant:** The Owner of Record, developer or agent thereof who can apply for a permit.

~~18.~~21. **Areas of Critical Environmental Concern:** Areas within the public lands where special management attention is required to protect and prevent irreparable damage to important historic, cultural or scenic values, fish and wildlife resources or other natural systems or processes or to protect life and safety from natural hazards.

~~19.~~ **Asphalt and/or Concrete Mixing or Batch Plant:** A plant for the manufacture or mixing of

22. concrete, cement, and concrete and cement products, including any apparatus and uses incident to such manufacturing and mixing.

Formatted: List Paragraph, Left, Indent: Left: 0.65", Right: 0", Space Before: 0.05 pt, Numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.65" + Indent at: 1.15", Tab stops: 1.15", Left

23. **Auction Sales:** Any sale where tangible personal property is sold by an auctioneer who is either the agent for the owner of such property or is in fact the owner thereof.

Formatted: Font: 12 pt

21-24. **Automobile and/or Truck Rental Services:** Establishments engaged in the short-term rental of automobiles, vans, trucks not requiring a Wyoming Class A or Class B license, and rental trailers. Incidental parking and servicing of vehicles for rent or lease and retail sales of rental related equipment such as hitches, boxes, etc. is allowed.

Formatted: Normal, Left, No bullets or numbering

- ~~22~~25. **Auto Parts Store:** Stores that sell new automobile parts, tires, and accessories. May also include minor parts installation. Does not include tire recapping establishments or businesses dealing exclusively in used parts.
- ~~23~~26. **Bakery, Candy or Confectionary Store:** A place for preparing, cooking, baking, and selling of baked/ confectionary products on the premises.
- ~~24~~27. **Bank and/or Savings and Loan Offices:** A financial institution that is open to the public and engaged in deposit banking, and performs closely related functions such as making loans, investments, and fiduciary activities.
- ~~25~~28. **Bar, Lounge, or Nightclub:** A commercial enterprise whose primary activity is the sale of alcoholic beverages to be consumed on the premises. This includes taverns, night clubs, private clubs, bottle clubs, and similar facilities serving alcoholic liquor.
- ~~26~~29. **Beauty Shop, Barber Shop, Salon:** Any establishment where cosmetology services are provided including hair care, nail care, and skin care on a regular basis for compensation. Any establishment or place of business within which the practice of barbering is engaged in or carried on by one or more barbers.
- ~~27~~30. **Bed and Breakfast:** An owner-occupied single-family dwelling that contains no more than four guest rooms where lodging for no more than eight people per night, with or without meals, is provided for compensation.
- ~~28~~31. **Biologically Significant:** Those species of plant or animal that are deserving of special management under the applicable State or Federal Agency.
- ~~29~~32. **Bird Diverter Standards:** The requirements of BLM "Appendix K MET Tower Requirements for Wildlife" for flagging guy wires to reduce avian injuries or fatalities.
- ~~30~~33. **Blade Glint:** Small bright flashes of reflected light from a wind generation device.
- ~~31~~34. **Board:** The Board of County Commissioners of Sweetwater County, Wyoming.
- ~~32~~35. **Boarding House:** A dwelling other than a hotel where for compensation and by pre-arrangement for definite periods meals are provided for three or more persons on a weekly or monthly basis.
- ~~33~~36. **Book Store or Newsstand:** A retail establishment that, as its primary business, engages in the sale, rental, or other charge-for-use of books, magazines, newspapers, greeting cards, postcards, videotapes, computer software, or any other printed or electronically conveyed information or media, excluding any "adult bookstore," "adult theater," "theater," or "studio theater."
- ~~34~~37. **Bottling Plant:** A specialized facility equipped with bottling machinery that fills empty containers with the desired product and performs other needed services to prepare that product to be shipped to customers.
- ~~35~~38. **Bowling Alley:** Indoor facility for the sport of ten-pin or duck-pin bowling, often with

customary accessory uses such as snack bars.

~~36.~~39. **Buffer:** A strip of land, fence or border of landscaping between one use and another designed to set apart one use from another. A buffer is intended to mitigate negative impacts of the more intense use on adjacent uses.

~~37.~~40. **Building:** Any permanently affixed, covered structure intended for the shelter, housing, or enclosure of persons, animals, or goods.

~~38.~~41. **Building Frontage:** That façade of a structure containing a Permitted Use which is generally parallel to and closest to the Front Line of a lot or parcel.

~~39.~~42. **Bulk Plant, Gasoline or LP Gas:** Facilities in which diesel fuel, gasoline, or oil are stored in a bulk storage container until they are distributed to their predetermined consumer, commercial, or retail outlets.

~~40.~~43. **Bus Terminal:** The point where a bus route starts or ends, where vehicles stop, turn or reverse, and wait before departing on their return journeys.

~~41.~~44. **Camper Sales, Service and Repair:** The use of any building or portion thereof, or other premises or portion thereof, for the display, sale, rental, or lease of campers as an ancillary use of a zoning lot, and any warranty repair work and other repair service conducted as an accessory use.

~~42.~~45. **Candela:** A unit of luminous intensity.

~~43.~~46. **Caretaker's Quarters:** Dwelling that is accessory to the nonresidential primary use of the site, where needed for security or twenty-four-hour care or supervision.

~~44.~~47. **Car Wash and/or Detailing:** The use of a site for washing and cleaning of passenger vehicles, recreational vehicles, or other light duty equipment.

~~45.~~48. **Cemetery, Animal:** A parcel of land, buildings, and/or structures used for the interring of animal remains.

~~46.~~49. **Cemetery:** A parcel of land, buildings, and/or structures used for the interring of human remains.

~~47.~~50. **Child Care:** Care, control, supervision, or maintenance of a child provided for compensation by an individual, other than a parent. Child care operations in Sweetwater County are categorized as follows:

- **Child Care Center (CCC).** Any business operated by a private person, partnership, association, or corporation that is operating a business for profit or otherwise, in a building used solely for commercial purposes, where sixteen (16) or more children receive care for part of the day. This definition and relevant regulations shall remain compliant with current and future State of Wyoming definitions of child care center.
- **Family Child Care Center (FCCC).** A care facility in which care is provided for a maximum of fifteen (15) unrelated persons for part of a day, which may be in a residential or commercial type structure. This definition and relevant regulations shall remain compliant with current and future

State of Wyoming definitions of child care facility.

- **Family Child Care Home (FCCH).** A licensed child care facility in which care is provided for no more than ten (10) persons in the primary residence of the provider. The maximum of 10 children allowed includes the care providers' own infant(s), toddler(s), and preschooler(s). This definition and relevant regulations shall remain compliant with current and future State of Wyoming definitions of family child care home.

~~48.~~51. **Church, Synagogue, Mosque, Temple or any building where congregations gather for prayer:** A building, together with its accessory buildings and use, where persons regularly assemble for religious purposes and related social events and which building, together with its accessory buildings and uses, is maintained and controlled by a religious body to sustain religious ceremonies and purposes.

~~49.~~52. **Clinic:** A facility providing medical, dental, psychiatric or surgical service exclusively on an out-patient basis, including emergency treatment, diagnostic services, training, administration and services to outpatients, employees or visitors.

~~53.~~ **CNG: Compressed Natural Gas**

~~50.~~54. **Collocation:** The act of siting Wireless Telecommunication Facilities in the same location on the same Support Structure as other Telecommunications Facilities. Collocation also means locating Telecommunication Facilities on an existing support structure, to that extent that any exist in the County (for example: buildings, water tanks, towers, utility poles, etc.) without the need to construct a new support structure.

~~51.~~ **Co-location:** ~~The use of a wireless telecommunication support facilities by more than one wireless telecommunication provider.~~

~~52.~~55. **Combustible Liquid:** A liquid having a closed cup flash point at or above 100°F (38°C).

Combustible shall be subdivided as follows:

- a. Class II – Liquids having a closed cup flash point at or above 100°F (38°C) and below 140°F (60°C).
- b. Class IIIA – Liquids having a closed cup flash point at or above 140°F (60°C) and below 200°F (93°C).
- c. Class IIIB – Liquids having closed cup flash points at or above 200°F (93°C).

The category of combustible liquids does not include compressed gases or cryogenic fluids.

~~56.~~ **Commencement of Construction of a WECS Facility:** Storage of construction equipment and vehicles on the project site, grading, road construction and initiation of construction of a WECS Facility.

~~53.~~57. **Commercial Campground Facility:** A parcel of land designed for nightly or short-term rental that includes both: 1) Dependent recreational campsites; and 2) Independent recreational campsites.

~~54.~~58. **Commercial WECS Facility:** A WECS Facility that produces more than 7.5 kilowatts.

~~55.~~59. **Commission:** Planning and Zoning Commission of Sweetwater County.

~~56.~~ **Communication Booster, Repeater Facility:** ~~An unmanned facility, site, or location that contains one or more antennas, telecommunication towers, alternative support structures, satellite dish antennas, dishes, or similar communication devices, and support equipment and buildings, which is used for transmitting, receiving, boosting, repeating or relaying telecommunication~~

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Font: Not Bold, Not Expanded by / Condensed by

~~signals.~~

~~57. **Communication Booster, Repeater Tower:** A monopole, guy, or lattice structure used to support antennas for transmitting, receiving, repeating, or relaying telecommunication signals.~~

~~58-60.~~ **Community Center, Public or Private – Not for Profit or Gain:** A building or group of buildings for a community's educational and recreational activities.

~~59-61.~~ **Compressed Gas:** A material or mixture of materials which:

- a. Is a gas at 68°F (20°C) or less at 14.7 psai (101 kPa) of pressure; and
- b. Has a boiling point of 68°F (20°C) or less at 14.7 psai (101 kPa) which is either liquefied, non-liquefied or in solution, except those gases which have no other health or physical hazard properties are not considered to be compressed until the pressure in the packaging exceeds 41 psai (282 kPa) at 68°F (20°C).

The states of a compressed gas are categorized as follows:

- a. Non-liquefied compressed gases are gases, other than those in solution, which are in packaging under the charged pressure and are entirely gaseous at a temperature of 68°F (20°C).
- b. Liquefied compressed gases are gases that, in a packaging under the charged pressure, are partially liquid at a temperature of 68°F (20°C).
- c. Compressed gases in solution are non-liquefied gases that are dissolved in a solvent.
- d. Compressed gas mixtures consist of a mixture of two or more compressed gases contained in a packaging, the hazard properties of which are represented by the properties of the mixture as a whole.

~~60-62.~~ **Compressed Gas Container:** A pressure vessel designed to hold compressed gases at pressures greater than one atmosphere at 68°F (20°C) and includes cylinders, containers and tanks.

~~61-63.~~ **Compressed Gas System:** An assembly of equipment designed to contain, distribute or transport compressed gases. It can consist of a compressed gas container or containers, reactors and appurtenances, including pumps, compressors and connecting piping and tubing.

~~62-64.~~ **Compressor Station:** A facility placed strategically within the gathering and transportation pipeline network which helps the transportation process of natural gas from one location to another by maintaining the pressure and flow of gas to market.

~~63-65.~~ **Commercial Corrals or Riding School:** An establishment where horses are boarded and cared for, and where instruction in riding, jumping, and showing is offered, and where horses may be hired for riding.

~~64-66.~~ **Conditional Fireworks Permit:** A conditional use permit which, if granted to the owner of a fireworks business, certifies that the owner is engaged in the retail sale of legal fireworks in compliance with these regulations.

~~65-67.~~ **Contractor Services:** those services, tasks and objectives to be performed or achieved by the Contractor, including building, electrical, plumbing, heating, painting, oil and gas support services, and other similar services.

~~66-68.~~ **Contractor Yard:** The offices and/or storage facilities for a specialized trade related to construction, electric, glass, painting and decorating, welding, water well drilling, sign making, or similar items. Includes storage and incidental sales of materials.

~~67-69.~~ **Construction Yard – Off-Site:** An area not on site of a major construction or demolition site used on a temporary basis for the parking storage of equipment used in the project, and the storage and preparation of materials and other items used in the project. Such yard

may include temporary office trailers, as necessary for work on the immediate project.

~~68,70.~~ **Convenience Store:** A retail establishment, usually located within or associated with another use, that offers for sale convenience goods, such as prepackaged food items, tobacco, periodicals, and other household goods. May also sell gasoline.

~~69,71.~~ **Copy and/or Print Shop:** A retail establishment that provides duplicating services using photocopying, blueprint, and offset equipment and may include the collating and bindings of booklets and reports.

~~70,72.~~ **Corner Lot:** A lot or parcel situated at the intersection of two or more streets.

~~71,73.~~ **Correctional Facility:** Facilities for the judicially required detention or incarceration of people, where inmates and detainees are under 24-hour supervision by law enforcement personnel, except when on approved leave. If the use otherwise complies with this definition, a correctional facility may include, by way of illustration, a prison, jail, or probation center.

~~72,74.~~ **County:** Sweetwater County, Wyoming.

~~73,75.~~ **Crematorium, Animal:** A location for which a WYDEQ approved air quality permit has been obtained that contains properly installed, certified apparatus, intended for use in the act of cremation of pet remains.

~~74,76.~~ **Crematorium:** A location for which a WYDEQ approved air quality permit has been obtained that contains properly installed, certified apparatus, intended for use in the act of cremation of human remains.

~~75,77.~~ **Dairying:** The breeding, raising, and utilization of dairy animals, primarily cows, for the production of milk and the various dairy products processed from it.

~~78.~~ **Dancing or Theatrical Studio:** An establishment equipped for the purpose of dancers or actors to learn or rehearse and perfect their technique with artistry. Studios may also offer a wide range of classes for patrons of different abilities and ages.

~~76.~~

~~77,79.~~ **dBA:** The A-Weighted measurement of sound pressure level which has been filtered or weighted to progressively de-emphasize the importance of frequency components below 1000 Hz and above 5000 Hz.

~~78,80.~~ **dB(C):** The measurement of sound pressure level which is designed to be more responsive to low-frequency noise. C-Weighting is intended to represent the low-frequency emissions and immissions of wind turbine noise.

~~79,81.~~ **Decommissioning:** The removal from service, disassembly and proper off-site disposal of the WECS Facility.

Formatted: List Paragraph, Justified, Indent: Left: 0.65", Right: 0.09", Numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.65" + Indent at: 1.15", Tab stops: 1.15", Left

~~80-82.~~ **Department:** The Sweetwater County Land Use Department.

~~83.~~ **Department Store:** A business conducted under a single owner's name wherein a variety of unrelated merchandise and services are housed, enclosed, and are exhibited and sold directly to the customer for whom the goods and services are furnished.

~~81-84.~~ **Dependent Recreational Site:** a designated area within a campground that is intended for temporary occupancy by tents, recreational vehicles (RV's) or other shelter types that do not have direct access to individual utility hookups, such as water, sewer or electricity. Occupants of dependent recreational sites rely on centralized service buildings or shared facilities for sanitation, water, and sewer.

Formatted: Left, Indent: Left: 1.15", No bullets or numbering

Formatted: Left, Right: 0", Tab stops: Not at 1.15"

Formatted: Font: 12 pt

~~82-85.~~ **Developer:** A landowner, or his or her agent, who constructs or supervises the construction of any WECS or other project whereby a permit is required pursuant to this Code.

~~83-86.~~ **Director:** The Sweetwater County Land Use Director.

~~87.~~ **Discretionary Permit Application:** An application which requires a decision in a Public Hearing to approve, approve with specific conditions and/or limitations or disapprove a particular activity as distinguished from situations where the Department merely has to determine whether there has been conformity with applicable statutes or regulations. Discretionary Permit Applications are generally those that are more intensive in nature and may have neighborhood impacts and include, but are not limited to, amendments, conditional uses, variances and appeals.

Formatted: Not Expanded by / Condensed by

Formatted: Font: 12 pt

~~84.~~
~~88.~~ **Distribution Antenna System (DAS) –** A small network of antennas that are connected to a common source that provides coverage in a building or small geographic area. Similar to small cells in terms of the antennas being installed on poles or other structure, instead of having the transmission equipment installed separately with every set of antennas, there is a "hub" where the equipment is installed collectively. The antenna locations are called nodes and are connected typically by fiber optic cable to the hub where they connect with the transmission equipment.

Formatted: Left, Indent: Left: 0.65", Hanging: 0.5", Right: 0", No bullets or numbering, Tab stops: Not at 1.15"

Formatted: Font: 12 pt

Formatted: Left, Indent: Left: 0.65", Right: 0.24"

~~85-89.~~ **Districts:** Any section or sections of Sweetwater County for which the regulations governing the use of lands and the use, density, bulk, height, and coverage of buildings and other structures are uniform.

~~86-90.~~ **Double Frontage Lot:** A lot or parcel which abuts a street or highway along both its Front and Rear Lines.

~~87-91.~~ **Drive-In Restaurant:** A retail establishment engaged in the sale of prepared food and drink, which is served to and/or consumed on the premises by the occupants of vehicles in their vehicles.

~~88-92.~~ **Drive-In Theater:** A type of movie theater that is located outdoors and typically contains a large screen, designated parking area, projection booth, and a concession stand.

~~89-93.~~ **Drug Store:** An establishment engaged in the retail sale of prescription drugs, nonprescription medicines, cosmetics, and related supplies.

~~90,94.~~ **Dry Cleaning Plant and/or Commercial Laundry:** A building, portion of a building, or premises used or intended to be used for cleaning fabrics, textiles, wearing apparel, or articles of any sort by immersion and agitation, or by immersions only, in volatile solvents including, but not by way of limitation, solvents of the petroleum distillate type, or/or the chlorinated hydrocarbon type, and the processes incidental thereto.

~~94,95.~~ _____

~~92,96.~~ **Dwelling Unit:** A single unit providing completely independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

~~93,97.~~ **Dwelling Unit, Accessory:** A dwelling unit, the use of which is supplementary and secondary to a principal dwelling, which may be constructed as an addition to the principal

structure or as an accessory to the principal structure. More commonly known as a Guest House.

~~94,98.~~ **Dwelling, multi-family:** a building containing three or more dwelling units, including units that are located over the other, on one lot or parcel.

~~95,99.~~ **Dwelling, single family attached:** Two dwelling units with a common wall between the units on separate lots or parcels. More commonly known as Townhomes.

~~96,100.~~ **Dwelling, single family detached:** a single detached structure having but one dwelling unit designed for or used exclusively for residence purposes by one family on one lot or parcel.

~~97,101.~~ **Dwelling, Temporary:** The use of a manufactured home or recreational vehicle as a temporary dwelling on the same lot as and during the construction of a permanent, site-built home or the remodeling of an existing home.

~~98,102.~~ **Dwelling, two-family attached:** two dwelling units with a common wall between the units on one lot or parcel. More commonly known as a Duplex.

~~99,103.~~ **Election Sign:** A sign advertising a candidate for political office, or a measure scheduled for an election.

~~100,104.~~ **Emission:** The sound energy that is emitted by a source (Wind Generation Device). It is transmitted to a receiver (dwelling or property line) where it is immitted (see Immission).

~~101,105.~~ **Endangered Species:** The classification provided by the U.S. Endangered Species Act to an animal or plant in danger of extinction within the foreseeable future throughout all of a significant portion of its range.

~~102,106.~~ **Establishment:** Any business regulated by the Sweetwater County Sexually Oriented Business Regulations.

~~103,107.~~ **Explosives Storage:** The storage of any chemical compound, mixture, or device, the primary or common purpose of which is to function by explosion. The term includes, but is not limited to, dynamite, black powder, pellet powder, initiating explosives, detonators, safety fuses, squibs, detonating cord, igniter cord and igniters (The term "explosive" includes any material determined to be within the scope of USC Title 18: Chapter 40 and also includes any material classified as an explosive by the hazardous materials regulations of DOTn 49 CFR Parts 100- 185.).

~~108.~~ **Exterminator Service:** A service in which a trained professional removes/exterminates pests from a location by chemical or other means.

~~104,109.~~ **FAA: The Federal Aviation Administration, or its duly designated and authorized successor agency.**

Formatted: Font: 12 pt

Formatted: Left, Indent: Left: 0.65", Hanging: 0.5", Right: 0", No bullets or numbering, Tab stops: Not at 1.15"

~~105.110.~~ **Fairgrounds:** An area wherein buildings, structures, and land are used for the exhibition of livestock, farm products, etc., and/or for carnival-like entertainment and other events.

111. **Farm Implement Sales, Service, and Repair:** Establishments selling, renting, or repairing agricultural machinery, equipment, and supplies for use in soil preparation and maintenance, the planting and harvesting of crops, and other operations and processes pertaining to farming and ranching.

106,112. **FCC: The Federal Communications Commission, or its duly designated and authorized successor agency.**

107,113. **Feed Lots and Sales:** The feeding of livestock, poultry, or small animals for commercial purposes usually in lots, pens, ponds, sheds, or buildings where food is supplied primarily by means other than grazing, foraging, or other natural means.

108,114. **Feed Store:** An establishment engaged in retail sale of supplies directly related to the day-to-day activities of agricultural production.

109,115. **Filling Station- Gasoline, Diesel, LP and CNG:** That portion of property where flammable or combustible liquids or gases used as fuel are stored and dispersed from fixed equipment into the fuel tanks of motor vehicles. Such an establishment may offer for sale at retail other convenience items as a clearly secondary activity.

110,116. **Filtered:** Any outdoor light fixture that has a glass, acrylic or translucent enclosure of the light source.

111,117. **Financial Assurance:** A security serving as collateral in the form of a surety bond, certificate of deposit, corporate guarantee, letter of credit, deposit account, insurance policy or other form acceptable to Sweetwater County to insure proper decommissioning, reclamation activities, and compliance with the Road Use and Maintenance Agreement for a WECS Facility.

112,118. **Fire Apparatus Access Road:** A road that meets International Fire Code standards and provides fire apparatus access from a fire station to a facility, building, or portion thereof. This is a general term inclusive of all other terms such as fire lane, public street, private street, parking lot and access roadway.

113,119. **Fire Protection Training Facility:** An establishment for training local fire safety personnel and accessory facilities including but not limited to: (1) dining and overnight accommodations; (2) classrooms, (3) Fire suppression simulations.

114,120. **Fire Station:** A building used for fire fighting equipment and firefighters.

115,121. **Fireworks:** Any composition or device for the purpose of producing a visible or an audible effect for entertainment purposes by combustion, deflagration or detonation that meets the definition of 1.4G fireworks or 1.3G fireworks of the International Fire Code.

Formatted: Not Expanded by / Condensed by

Formatted: Font: 12 pt

Formatted: Left, Indent: Left: 0.65", Hanging: 0.5", Right: 0", Space Before: 0 pt, No bullets or numbering, Tab stops: Not at 1.15"

~~116.122.~~ **Fireworks Business:** Any business which sells fireworks as defined in this Resolution to include buildings or structures from which fireworks are sold or in which they are stored.

~~117.123.~~ **Fireworks Storage Unit:** Any building, semi-trailer, or other structure or edifice the primary purpose of which is the storage of fireworks as defined herein but which shall not include any

soft-sided structure.

~~118,124.~~ **Flammable Liquid:** A liquid having a closed cup flash point below 100°F (38°C).

Flammable liquids are further categorized into a group known as Class I liquids. The Class I category is subdivided as follows:

- a. Class IA – Liquids having a boiling point below 100°F (38°C).
 - b. Class IB – Liquids having a flash point below 73°F (23°C).
 - c. Class IC – Liquids having a flash point at or above 73°F (23°C) and below 100°F (38°C).
- The category of flammable liquids does not include compressed gases or cryogenic fluids.

~~119,125.~~ **Flood Light:** A form of lighting fixture designed to direct the output of a contained lamp in a more-or-less specific direction, utilizing reflecting or refracting elements located external to the lamp.

~~120,126.~~ **Florist:** Retail business whose principal activity is the selling of plants which are not grown on the site and conducting business within an enclosed building.

~~121,127.~~ **Footcandle:** A unit of measurement referring to illumination incident to a single point. One footcandle is equal to one lumen uniformly distributed over an area of one square foot.

~~122,128.~~ **Foundation:** Support for buildings or structures. A part of a building or structure, usually below the ground, that transfers and distributes the weight of the building or structure onto the ground.

~~123,129.~~ **Foundation, Permanent:** A closed perimeter formation consisting of materials such as concrete or concrete block which extends into the ground below the frost line. A full, poured concrete or masonry foundation, a poured concrete frost wall or a mortared masonry frost wall, with or without a concrete floor.

~~124,130.~~ **Fraternal Organization:** A group of people formally organized for a common interest, usually cultural, religious, or entertainment, with regular meetings and formal written membership requirements.

~~125,131.~~ **Freight Terminal:** An operation involving dock facilities for the purposes of transferring goods or breaking down and assembling tractor-trailer transport. Not included in this definition are parking, storage or servicing of trucks incidental and located on the same lot as a permitted use, warehouse facilities or similar facilities used primarily for freight forwarding.

~~126,132.~~ **Fresh Water Aquifer:** Refers to a geologic formation that is capable of yielding fresh water to a well or spring.

~~127,133.~~ **Front Line:** A designated boundary line of a lot or parcel parallel to and abutting the right-of-way line of a public street or private road. There shall be only one Front Line per lot or parcel; the Front Line of a Corner Lot or a Double Frontage Lot shall be designated by the owner of the lot or parcel.

~~128,134.~~ **Front Setback:** The distance between the front property line or right-of-way line and the outermost wall of a structure.

~~129.135.~~ **Full Cut-Off Fixture:** A fixture that does not allow light to escape above a 90 degree angle measured from a vertical line from the center of the lamp extended to the ground.

- ~~130.~~~~136.~~ **Garden Center or Nursery:** The retail handling of any article, substance, or commodity related to the planting, maintenance, or harvesting of garden plants, shrubs, trees, or packaged fertilizers, soils, chemicals, or other nursery goods and related products in small quantities to the consumer.
- ~~131.~~~~137.~~ **Gasoline Filling Station:** A retail establishment engaged in the sale of automotive fuels, motor oil, or other automobile accessories, and providing incidental services including lubrication, hand washing and cleaning, or major mechanical work and repairs. Shall not include painting or body- work.
- ~~132.~~~~138.~~ **General Contractor:** General contractors, service contractors, sub-contractors, builders, and the various trades engaged in, but not limited to, the construction of either residential or commercial structures.
- ~~133.~~~~139.~~ **Glare:** Direct and unshielded light striking the eye to result in visual discomfort and reduced visual performance.
- ~~134.~~~~140.~~ **Golf Course, Miniature:** A theme-oriented recreational facility, typically comprised of nine or 18 putting greens, each with a “cup” or “hole,” where patrons in groups of one to four pay a fee to move in consecutive order from first hole to the last.
- ~~135.~~~~141.~~ **Golf Course, Public or Private or Driving Range:** A facility providing a private or public golf recreation area designed for executive or regulation play along with accessory golf support facilities but excluding miniature golf.
- ~~136.~~~~142.~~ **Grading:** The excavation or fill of earth material or a combination of both.
- ~~137.~~~~143.~~ **Grain and Feed Mill:** A facility used to process grains and other raw ingredients to manufacture or produce animal feed or flour.
- ~~138.~~~~144.~~ **Grain Elevator:** A tall building used to store grain and containing equipment for conveying grain to the top of a storage bin or bins.
- ~~139.~~~~145.~~ **Greater Sage Grouse Core Area:** That sage grouse management and protection area as defined by the 2011-5 Executive Order issued by the Wyoming Governor’s Office as amended.
- ~~140.~~~~146.~~ **Greenhouse, Commercial:** Retail business whose principal activity is the selling of plants grown on the site and having outside storage, growing, or display.
- ~~141.~~~~147.~~ **Grocery Store or Food Store including meat, fish, dairy, vegetables, and fruit:** Stores where most of the floor area is devoted to the sale of food products for home preparation and consumption, which typically also offer other home care and personal care products, and which are substantially larger and carry a broader range of merchandise than convenience stores.
- ~~142.~~~~148.~~ **Grooming Facility, Animal:** Any place or establishment, public or private, where animals are bathed, clipped, or combed for the purpose of enhancing their aesthetic value or health and

for which a fee is charged.

- ~~143.~~~~149.~~ **Gross Floor Area:** The sum of the areas of the several floors of a building measured between the exterior faces of the exterior walls at each floor excluding any floor area used exclusively as parking for storage vehicles and excluding any area of the building which has a floor-to-ceiling height of less than six feet. Floor areas meeting the six foot height shall be included in the gross floor area whether or not they are considered finished areas.
- ~~144.~~~~150.~~ **Growth Management Area:** The total area covered by Exhibit A of the Growth Management Plan and Agreement as amended.
- ~~145.~~~~151.~~ **Hardware, Home Improvement, Paint and/or Wallpaper Store:** The retail sale of a diverse range of hardware and related materials generally used in the maintenance, repair, or construction of buildings or other structures, including lawn and garden supplies.
- ~~146.~~~~152.~~ **Hatchery:** Establishments devoted to hatching, raising, or rearing fish.
- ~~147.~~~~153.~~ **Hazardous Material:** Those chemicals or substances which are physical hazards or health hazards as defined and classified in the International Fire Code, whether the materials are in usable or waste condition.
- ~~148.~~~~154.~~ **Hazardous Waste Disposal Facility; Class 1:** Any non-commercial or non-profit treatment or storage facility, not engaged specifically in incineration, used solely to manage hazardous wastes that are generated by the owner of the facility at the site of the facility, or any existing, but closed treatment, storage, or disposal facility.
- ~~149.~~~~155.~~ **Hazardous Waste Disposal Facility; Class 2:** Any non-commercial or non-profit treatment facility engaged specifically in incineration or any non-commercial or non-profit facility engaged in the disposal of hazardous waste that is used solely to manage hazardous wastes that are generated by the owner of the facility at the site of the facility.
- ~~150.~~~~156.~~ **Hazardous Waste Disposal Facility; Class 3:** Any commercial treatment, storage, or disposal facility; Any other facility used to manage hazardous wastes that is not classified as either a Class I or Class II facility.
- ~~151.~~~~157.~~ **Heavy Construction Contractor:** Heavy construction contractors engaged, in, but not limited to, activities such as paving, highway construction and utility construction including oil and gas drilling activities and pipeline construction activities.
- ~~152.~~~~158.~~ **Heavy Equipment Sales, Service & Repair:** The use of any building or portion thereof, or other premises or portion thereof, for the display, sale, rental, or lease of new, or used heavy equipment (including but not limited to trucks, trailers, bulldozers, cranes, backhoes, rollers, loaders, and lifts) as an ancillary use of a zoning lot, and any warranty repair work and other repair service conducted as an accessory use.
- ~~153.~~~~159.~~ **Heavy Equipment Storage Yard:** Yard used for the outdoor storage of heavy equipment such as Frac Tanks, Drilling Rigs, Cranes, etc.

- ~~154~~.~~160~~. **Helicopter Landing Site:** A private facility for accommodation and servicing of helicopters the use of which shall be limited to the owner or owners of the lot on which the facility is located.
- ~~155~~.~~161~~. **Heliport:** Any landing area used for the landing and taking off of helicopters, including all necessary passenger and cargo facilities, fueling and emergency service facilities.
- ~~156~~.~~162~~. **Hospital, Animal:** A place intended for the medical diagnosis, treatment, and care of animals. A hospital shall be distinguished from a clinic by virtue of providing for the boarding of animals for purposes of receiving some medical care.
- ~~157~~.~~163~~. **Hospital:** An institution, licensed by the state department of health, providing primary health services and medical or surgical care to persons, primarily inpatients, suffering from illness, disease, injury, deformity and other abnormal physical or mental conditions, and including as an integral part of the institution, related facilities such as laboratories, outpatient facilities or training facilities.
- ~~158~~.~~164~~. **Hotel:** An establishment providing, for a fee, sleeping accommodations and customary lodging services for transient guests, including maid service, the furnishing and upkeep of furniture and bed linens, and telephone and desk service. Related ancillary uses may include but shall not be limited to conference and meeting rooms, restaurants, bars, and recreational facilities.
- ~~159~~.~~165~~. **Hunting Camp:** A structure or building that is not intended for permanent residency or any other use apart from temporary habitation during specific hunting seasons.
- ~~160~~.~~166~~. **IESNA:** The Illuminating Engineering Society of North America, a non-profit professional organization of lighting specialists that has established recommended design standards for various lighting applications.
- ~~161~~.~~167~~. **Illuminance:** Density of luminous flux incident on a surface. Unit is footcandle or lux.
- ~~162~~.~~168~~. **Immission:** The sound energy received at a receiver (dwelling or property line) transmitted from the source (Wind Generation Device) that emitted sound energy (see Emission).
- ~~163~~.~~169~~. **Impound, Salvage and Storage Yard for Vehicles:** Facilities for the storage of operative and inoperative vehicles for limited periods of time. This includes, but is not limited to, the storage of towed and/or impounded vehicles and the storage, keeping, buying or selling of wrecked, scrapped, ruined or dismantled motor vehicles or motor vehicle parts.
- ~~170~~. **Incinerator:** An enclosed device using controlled flame combustion, the primary purpose of which is to thermally break down hazardous waste. Examples of incinerators are rotary kiln, fluidized bed, and liquid injection incinerators.

Formatted: Font: 12 pt

Formatted: Left, Indent: Left: 0.65", Hanging: 0.5", Right: 0", No bullets or numbering, Tab stops: Not at 1.15"

~~164.~~171. Independent Recreational Site: A designated area within a campground or recreational facility that is intended for temporary occupancy by recreational vehicles (RVs), trailers, or similar self-contained units, and which provides individual utility hookups for water, sewer, and electricity. These sites are designed to allow occupants to be fully self-sufficient without reliance on shared service buildings for basic utilities.

~~165.~~172. **Indoor Riding Arena:** An establishment contained within an enclosed structure where horses are boarded and cared for and where instruction in riding, jumping, cutting, training and showing is

offered, and the general public may, for a fee, hire horses for riding. No outside corrals used for the purpose of boarding or housing horses or manure storage in an unenclosed structure will be allowed in conjunction with this use.

~~166.~~173. **Industrial Siting Council:** The council created by W.S. 35-12-104.

~~167.~~174. **Infrastructure:** Improvements, both on-site and off-site, that are basic to a proposed development including, but not limited to, public and private roadways, water systems and components, sanitary sewer systems and components, drainage systems, electrical utility, natural gas utility, telephone utility, fire protection appurtenances, driveway culverts and driveway approaches.

~~168.~~175. **Injection Well:** A bored, drilled, or driven shaft whose depth is greater than the largest surface dimension; or, a dug hole whose depth is greater than the largest surface dimension; or, an improved sinkhole; or, a subsurface fluid distribution system that is used to place fluid underground into porous geologic formations for various purposes.

~~169.~~176. **Inoperable Vehicle:** Any motor vehicle which cannot be moved under its own power or cannot be operated lawfully on a public street or highway due to lack of an engine, transmission, wheels, tires, or when such vehicle is totally or partially suspended above the ground by jack, block, or any other lifting device.

~~170.~~177. **Inspection\Decontamination Station:** Site that is used for the inspection and/or possible decontamination of conveyance as defined by Wyoming State Statutes Title 23.

~~171.~~178. **International Fire Code:** The edition of the International Fire Code most recently adopted by the Board. This code is also referred to as the IFC.

~~172.~~179. **Junk:** Scrap copper, brass, rope, rags, batteries, paper, trash, rubber debris, waste or junked, dismantled or wrecked automobiles or parts thereof, iron, steel and other scrap ferrous or nonferrous material.

~~173.~~180. **Junkyard and/or Recycling Center:** An establishment or place which is maintained, operated or used for storing, keeping, buying or selling junk or recyclable materials.

~~174.~~181. **Kennel and Pet Boarding:** Any property or premises on which dogs, cats or other household pets are boarded, bred or sold and which may provide outdoor animal pens and runs.

~~175.~~182. **Laboratory, Research and Support Including Environmental, Medical, Veterinary, & Forensic:** A facility for scientific laboratory analysis of natural resources, medical resources, and manufactured materials. The scientific analysis is generally performed for an outside customer, to support the work of that customer. This category includes environmental laboratories for the analysis of air, water, and soil, medical or veterinary laboratories for the analysis of blood, tissue, or other human medical or animal products. Forensic laboratories for analysis of evidence in support of law enforcement agencies would also be included in this category.

~~176.~~183. **Lamp:** The generic term for an artificial light source installed in the socket portion of the

fixture,

to be distinguished from the whole assembly. Commonly referred to as a bulb.

- ~~177~~184. **Landscaping:** The bringing of the soil surface to a finished grade, installing sufficient trees, shrubs, ground cover and grass to soften building lines, provide shade and generally produce a pleasing visual effect of the premises. This may include the use of rocks, fountains, water features, mulch and other similar materials.
- ~~178~~185. **Laundromat and/or Dry Cleaning Collection & Distribution:** A business that provides washing, drying, and/or ironing machines for hire to be used by customers on the premises.
- ~~179~~186. **Leisure Activities:** Human endeavors other than employment or those principally concerned with the provision or procurement of the necessities of life. Leisure activities include such things as participatory sports, fitness activities, active or passive recreational pursuits and social, cultural, educational or religious events.
- ~~180~~187. **Library:** A public, nonprofit facility in which literary, musical, artistic, or reference materials such as but not limited to books, manuscripts, computers, recordings, or films are kept for use by or loaning to patrons of the facility but are not normally offered for sale.
- ~~181~~188. **Licensed Vehicle:** A vehicle with a currently valid license.
- ~~182~~189. **Light Bulb:** The component of the light fixture that produces the actual light. A bulb includes, without illumination, a lamp or tube.
- ~~183~~190. **Light Fixture:** The assembly that holds the lamp in a lighting system. It includes the elements designed to give light output control, such as reflector (mirror) or refractor (lens), the ballast, housing and the attachment parts.
- ~~184~~191. **Light Pollution:** Any adverse effect or artificial light sources including, but not limited to, discomfort to the eye or diminished vision due to glare, light trespass, uncontrolled up-lighting, uncomfortable distraction to the eye, or any artificial light that diminishes the ability to view the night sky.
- ~~185~~192. **Light Trespass:** Light falling where it is not wanted or needed, generally light from one property that shines onto another property or the public right-of-way.
- ~~186~~193. **Liquid Nitrogen Plant:** Facilities that produce liquid nitrogen by compressing, cooling, and separating atmospheric air to be used for various industrial and medical applications.
- ~~187~~194. **Liquor Store:** Establishments engaged in the sale of alcoholic beverages for off-premises consumption.
- ~~188~~195. **Livestock:** Horses, mules, rabbits, llamas, cattle, swine, sheep, goats, poultry or other animals generally used for food or in the production of food or fiber.
- ~~189~~196. **Loading Space:** A space within a building or on the same lot or parcel providing for the standing, loading, or unloading of a vehicle.

~~190-197.~~ **Locksmith:** A person who makes or repairs locks and keys.

~~191-198.~~ **Lot or Parcel:** A portion of a subdivision or a parcel of land intended as a unit for the purpose, whether immediate or future, of sale or lease or for building development.

~~192-199.~~ **LP:** Liquefied Petroleum Gas

~~193-200.~~ **Lumber Yard:** An area used for the storage, distribution, and sale of finished or rough-cut lumber and lumber products, but not including the manufacture or fabrication of lumber, lumber products, or firewood.

~~194-201.~~ **Lumen:** A quantitative unit measuring the amount of light emitted by a light source. One footcandle is one lumen per square foot. One lux is one lumen per square meter.

~~195-202.~~ **Luminaire:** The complete lighting unit, including the lamp, the fixture and other parts.

~~196-203.~~ **Manufactured Home:** A Manufactured Home is a separate, detached structure that is transportable in one or more sections. A Manufactured Home is designed and constructed to the Federal Manufactured Construction and Safety Standards and is so labeled.

~~197-204.~~ **Marina:** A commercial facility for 10 or more boats, with wet and/or dry storage, launching and mooring of boats together with all accessory structures and uses.

~~198-205.~~ **MET Tower:** A tower that measures wind speed for the purposes of gathering data for a Commercial WECS Facility.

~~199-206.~~ **MET Tower, Permanent:** A monopole, non-lattice and non-guyed MET Tower.

~~200-207.~~ **MET Tower, Temporary:** A tubular, non-lattice, lattice, guyed or non-guyed MET Tower erected for a specific term.

~~201-208.~~ **Mini Warehousing:** Storage within a site-built enclosed structure of domestic or household goods, passenger and other types of recreational vehicles, or equipment where no major repair work is done or maintenance requiring any open flame, welding, use or storage of flammable liquid, gasses, or explosives. Recreational Vehicle storage can take place on site without being in an enclosed structure.

~~202-209.~~ **Mining, Drilling and Oilfield Equipment Sales, Supplies, Fabrication and/or Repair:** Includes all equipment sales, supplies, fabrication and/or repair used for mining and drilling operations, including welding for the fabrication and/or repair of equipment.

~~203-210.~~ **Mining, Surface:** All or any part of, the process involved in the mining of minerals on mined lands by removing overburden and mining directly from the mineral deposits, open-pit mining of minerals naturally exposed, mining by the auger method, dredging and quarrying, or surface work incident to an underground mine. Surface mining operations include in-place distillation or retorting or leaching, the production and disposal of mining waste, prospecting and exploratory activities, borrow pitting, streambed skimming, and segregation and stockpiling of mined materials and recovery of same.

~~204.211.~~ **Mining and Processing, Underground:** The extraction and processing of rocks, minerals, and industrial materials from beneath the Earth's surface, using various extraction techniques.

~~205.212.~~ **Mobile Home:** A portable structure designed for use as a year-round dwelling unit built on a chassis which is an integral part of the mobile home's structure. The mobile home is transportable over public highways on its own wheels. Such a structure shall be considered a mobile home whether or not the wheels originally mounted have been removed and whether or not the structure has been placed on a foundation. The structure must have been built prior to June 15, 1976 to be considered a Mobile Home. After that date, they are considered Manufactured Homes.

~~206.213.~~ **Modular Home:** A structure or part of a structure capable of being transported by an appropriate vehicle from the place of fabrication to the site on which it is to be erected. The foundation for Modular Homes must be permanent and must meet the requirements of the most current edition of the International Residential Building Code. The chassis on which a modular home is transported is not a required part of the modular home superstructure. Modular homes are constructed to the same state, local or regional building codes as site-built homes.

~~207.214.~~ **Mobile Home Sales, Service, Supplies and/or Storage:** The use of any building or portion thereof, or other premises or portion thereof, for the display, sale, or rental of mobile homes as an ancillary use of a zoning lot, and any warranty repair work and other repair service conducted as an accessory use.

~~208.215.~~ **Mortuary:** An establishment providing services such as preparing the human dead for burial or cremation and arranging and managing funerals and may include limited caretaker facilities.

~~209.216.~~ **Motel:** A building or series of buildings in which lodging is offered for compensation and which is distinguished from a hotel primarily by reason of providing direct independent access to and adjoining parking for each rental unit.

~~210.217.~~ **Museum:** A building having public significance by reason of its architecture or former use or occupancy or a building serving as a repository for a collection of natural, scientific, or literary curiosities or objects of interest, or works of art, and arranged, intended, and designed to be used by members of the public for viewing, with or without an admission charge, and which may include as an accessory use the sale of goods to the public as gifts or for their own use.

~~211.218.~~ **Nacelle:** The part of the wind turbine which houses a drive train and all other related components that support the electrical generation system.

~~212.219.~~ **Net Metering:** A facility for the production of electrical energy that:

- a. Uses wind as its prime mover;
- b. Has a generating capacity of not more than 7.5 kilowatts;
- c. Is located on the applicant(s)/owner(s) premises;
- d. Operated in parallel with the electric utility's transmission and distribution facilities; and

e.

e. Is intended primarily to offset part or all of the customer-generator's requirements for

Formatted: Not Expanded by / Condensed by

Formatted: Font: 12 pt

Formatted: Normal, No bullets or numbering

electricity.

Formatted: Font: Not Bold, Not Expanded by /
Condensed by

Formatted: Body Text, Left, Indent: Left: 1.65", Right:
0", Space Before: 3 pt, No bullets or numbering, Tab
stops: Not at 1.15"

~~213.220.~~ **Non-Commercial WECS Facility:** A WECS Facility with a single Wind Generation Device and with a generating capacity of 7.5 kilowatts or less located on property owned solely by the Applicant(s) to generate electricity for the Applicant's primary use and is operated solely by the Applicant(s).

~~214.221.~~ **Non-Conforming Use for a Structure on a Lot or Parcel (Grandfather Rights):** Any permitted existing use for a structure on a lot or parcel which, on the effective date of this Resolution or as a result of subsequent amendments thereto, does not comply with the provisions of this Resolution for the district in which the non-conforming use or structure is located.

~~215.222.~~ **Nude Model Studio:** Any place where a person who appears semi-nude, in a state of nudity, or who displays specified anatomical areas and is provided to be observed, sketched, drawn, painted, sculptured, photographed, or similarly depicted by other persons who pay money or any form of consideration. Nude model studio shall not include a proprietary school licensed by the State of Wyoming or a college, junior college or university supported entirely or in part by public taxation; a private college or university which maintains and operates educational programs in which credits are transferable to a college, junior college, or university supported entirely or partly by taxation; or in a structure:

- a. That has no sign visible from the exterior of the structure and no other advertising that indicates a nude or semi-nude person is available for viewing; and,
- b. Where in order to participate in a class a student must enroll at least three days in advance of the class; and
- c. Where no more than one nude or semi-nude model is on the premises at any one time.

~~216.223.~~ **Nudity or A State of Nudity:** The appearance of a human bare buttock, anus, male genitals, female genitals or female breast; or a state of dress failing to opaquely cover a human buttock, anus, male genitals, female genitals or areola of the female breast.

~~217.224.~~ **Nuisance:** Any use or non-use of property, real or personal, which causes material injury to others or which endangers life, health, or safety or which is otherwise defined at common law, Wyoming State Statute, or herein.

~~218.225.~~ **Nursing Home:** A home licensed by the state for the aged or chronically or incurably ill persons in which five or more such persons not of the immediate family are provided with food and shelter or care for compensation, but not including hospitals, clinics, or similar institutions devoted primarily to the diagnosis and treatment of the sick or injured.

~~219.226.~~ **Office:** A room, suite of rooms, or building in which a person transacts the affairs of a business, profession, service, industry, or government.

~~220.227.~~ **Open Space:** That portion of a lot or parcel not occupied by a structure. Setback areas meeting this definition shall be considered as open space.

~~221.228.~~ **Operator:** The primary person responsible for managing and maintaining the WECS Facility once the WECS Facility becomes functional by producing electricity.

229. **Original Grade:** Pre-development grade of the surface.

222,230. **Overall Height:** The total vertical measurement of a wireless communications facility, starting from the base (ground level or structure on which it is mounted) to the highest point.

~~223~~231. **Owner:** The surface owner of land.

~~224~~232. **Owner of Record:** The person or entity shown in the records of the Sweetwater County Clerk to be the owner of a particular property. Owner of Record includes multiple owners of property. When there are multiple owners of record, a co-owner may sign as the owner of record.

~~225~~233. **Parcel:** A contiguous piece of property under common ownership.

~~226~~234. **Parking Area:** An all-weather surfaced area not in a street or alley devoted to the off-street parking of vehicles, including parking spaces, aisles, access drives and landscaped areas and providing vehicular access to a public street.

~~227~~235. **Parking Space:** An off-street space available for the parking of one motor vehicle.

~~228~~236. **Permitted Use:** A use enumerated for a Zoning District which is only allowed through an approved permit application.

~~237~~. **Person:** Includes an individual, group, firm, partnership, corporation, cooperative, association, or other legally established entity excluding the state, federal government and local government. Person also includes the parent company, partnership or holding entity for a person.

~~229~~238. **Personal Wireless Services (PWS) or Personal Communications Service (PCS):** Commercial mobile services (including cellular, personal communication services, specialized mobile radio, enhanced specialized mobile radio, and paging), unlicensed wireless services, and common carrier wireless exchange access services, as defined in the Telecommunications Act of 1996,

Formatted: Font: 12 pt

~~230~~239. **Pet Store:** A retail sales establishment primarily involved in the sale of domestic animals, such as dogs, cats, fish, birds, and reptiles, excluding exotic animals and farm animals such as horses, goats, sheep, and poultry.

~~231~~240. **Pharmacy:** A place where prescription drugs are dispensed or compounded.

~~232~~241. **Photography- Studio and/or Processing:** A workspace specifically designed and built for the purpose of taking and processing photographs.

~~233~~242. **Photovoltaic Power System:** Electrical power generation through the utilization of photovoltaic cells that convert sunlight into electricity.

~~234~~243. **Pipe Yard:** The use of a parcel, or portion thereof, for the storage of various types of pipe for industrial use.

~~235~~244. **Plat:** A map or drawing on which the subdivider's plan of the subdivision is presented and which he submits for approval and eventual recording in final form.

~~236~~245. **Police Station:** Protection centers operated by a governmental agency, including

administrative offices, storage of equipment, temporary detention facilities, and the open or enclosed parking of patrol vehicles; excluding, however, correctional institutions.

~~237-246.~~ **Post Office:** A facility that contains service windows for mailing packages and letters, post office boxes, offices, vehicle storage areas, and sorting and distribution facilities for mail.

238-247. **Power Plant (Coal, Oil, Natural Gas, Nuclear, Hydroelectric & Geothermal):** A

facility that converts one or more energy sources, including but not limited to waterpower, fossil fuels, nuclear power, or solar power, into electrical energy or steam. A power generation plan may also perform either or both of the following: (a) operation of a transmission system that conveys the energy or steam from the generation facility to a power distribution system; (b) operation of a distribution system that conveys energy or steam from the generation facility or the transmission system to final consumers.

239-248. **Pre-Application Meeting:** A meeting with the Department at the request of the applicant for the purpose of providing an overview of Sweetwater County's regulations and review of the proposed project.

240-249. **Primary Structures:** Residences and occupied commercial or industrial buildings. Primary structure excludes structures such as storage sheds and other non-occupied structures.

241-250. **Private Road:** Any right-of-way or easement created to provide vehicular access through the property of others that is not dedicated or intended to be dedicated to the public and will not be maintained by the County.

242-251. **Public Service:** The business of supplying a commodity (such as electricity or natural gas) or service (such as public transportation) to any or all members of a community.

243-252. **Public Street:** A street, highway or road dedicated or otherwise legally established to the public use affording the principal means of access to abutting property. A public street may be publicly or privately maintained. The construction standards of WYDOT or Sweetwater County must be met for a public street.

244-253. **Public Utility:** Any person, firm, corporation, municipal department, or board duly authorized to furnish to the public electricity, gas, communication, transportation, sewer or water.

245-254. **Qualified Professional:** A Person with professional training, certification, experience and expertise in an area of concern such as environmental, engineering, surveying, economics and architecture, who is retained by the Applicant for the purposes of completing work required by these regulations. The Board reserves the right to review the credentials of each person hired by the applicant to perform works as a Qualified Professional.

246-255. **Quarry:** An open land area where sand, gravel, soil, rock fragment, or similar unconsolidated material is mined or excavated for sale or off-tract use. A quarry may include sifting, crushing, and washing as part of the operation. However, a quarry operation shall not include the stockpiling of materials mined or quarried off site, nor the production of asphalt, concrete or similar products, nor the use of storage of explosives unless a conditional use permit specifically authorizing such operations is obtained. All quarry operations must be permitted by the Wyoming Department of Environmental Quality.

247-256. **Railroad Facilities including Shops and Yards:** A specific location or structure within the rail system that serves a particular purpose, including but not limited to passenger terminals, freight terminals, classification yards, and maintenance facilities.

~~248,257.~~ **Ranching and Grazing:** The feeding of livestock or horses where more than 50 percent of
the

feed is produced on the immediate parcel and available to animals as in-place vegetation to sustain life.

~~249-258.~~ **Ranch Recreation Facility:** A ranch, including associated lands and accessory buildings and structures, operated as a resort for tourists. Housing and recreational activities are provided for guests and may include horseback riding, day and overnight horseback trips, guided hunting trips, fishing trips, cook-outs and hayrides. Permanent buildings for lodging all guests shall be provided. Lodging may be in cabins or a main lodge. Lodging in temporary facilities, such as tents, is permitted as part of overnight recreational activities but shall not be the primary type of accommodation. A dining facility to include a licensed bar for guests is permitted as accessory use and may be open to the general public.

~~250-259.~~ **Rear Setback:** The distance between the rear property line and the outermost wall of a structure.

~~251-260.~~ **Recessed:** When a light is built into a structure or a portion of a structure such that the light is fully cut-off, and no part of the light extends or protrudes beyond the underside of a structure or portion of a structure.

~~252-261.~~ **Recreational Facility:** A facility which is open to the general public for the purpose of enjoyment. This includes rec centers, archery ranges, paintball facilities, skate parks, etc.

~~253-262.~~ **Recreational Vehicle:** A vehicular-type portable structure without permanent foundation that can be towed, hauled, or driven and primarily designed as a temporary living accommodation for recreational, camping, and travel use and including, but not limited to, park model RV's, tiny home on wheels, travel trailers, truck campers, camping trailers, and self-propelled motor homes not exceeding 400 square feet. A Recreational Vehicle is not considered a manufactured or mobile home and shall not be placed on a permanent foundation.

~~254-263.~~ **Recycled Wood or Building Materials Restoration Store:** A retail facility that sells recycled and salvaged building materials.

~~255-264.~~ **Refinery:** An industrial installation where a substance is refined.

~~256-265.~~ **Required Improvement:** A required improvement is an improvement, public or private, that may be required for the approval of a Provisional Construction Use Permit, Development Plan, Major Site Plan, or Subdivision. Required Improvements are those improvements listed in an Improvements Agreement, stated requirements of the Regulations of Sweetwater County, or other reasonable items that may be required by Staff for health, safety, and welfare purposes.

~~257-266.~~ **Residential Accessory Structure, Shipping Containers:** A standardized, reusable, fully enclosed, box-like container that was used in the transportation of freight, which is being utilized as an accessory use on residentially zoned property

~~258-267.~~ **Restaurant:** A commercial establishment where food and beverages are prepared, served and consumed primarily within the principal building or adjoining patios and where food sales constitute not less than 60 percent of the gross sales receipts for food and

beverages.

~~259,268.~~ **Rifle, Pistol, Skeet or Trap Range:** A specialized facility, venue, or field designed specifically for firearm usage qualifications, training, practice, or competitions.

~~260-269.~~ **Roller Skating or Ice-Skating Rink:** An establishment that provides facilities for participant skating.

~~261.~~ **Rooming or Boarding House:** A dwelling containing not more than one living unit, where lodging with or without meals is provided for compensation to one or more persons, but not more than 30 persons at one time.

~~270.~~ **Sanitary Landfill:** A site for final disposal of solid waste on the land by a method employing compaction of the refuse and cover with earth or other inert material. Such site shall comply with the health laws, standards, rules, and regulations of the Wyoming Department of Environmental Quality.

~~262-271.~~ **Sanitary Station:** A Sanitary Waste Station is a facility within a travel-trailer or RV park, designed for the safe transfer and disposal of sewage and graywater from recreational vehicles not directly connected to sewer lines.

~~263-272.~~ **Sawmill:** A facility for the processing of timber from the property on which it is located, from adjoining property, or from other properties removed from the sawmill or its environs without regard to point of origination.

~~264-273.~~ **Schools, Heavy Equipment Training:** A training or vocational school that offers a structured education with heavy equipment as the focus.

~~265-274.~~ **Schools, Public or Private – Elementary or Secondary:** A public, private, or parochial school offering instruction at the elementary, junior, and/or senior high school levels in the branches of learning and study required to be taught in the public schools of the state.

~~266-275.~~ **Schools, Trade and Vocational:** A school established to provide for the teaching of industrial, clerical, managerial, or artistic skills. This definition applies to schools that are owned and operated privately for profit and that do not offer complete educational curriculum (e.g., beauty school, modeling school).

~~267-276.~~ **Screening:** A method of visually shielding or obscuring an abutting or nearby use or structure from another by fencing, walls, berms, or densely planted vegetation.

~~268-277.~~ **Seasonal Sales i.e. Christmas Trees, Firewood, Farmer's Markets, etc.:** A temporary facility used to conduct retail trade for a period of not exceeding 90 days in a calendar year.

~~278.~~ **Semi-Nude:** A state of dress in which clothing covers no more than the genitals, pubic region, or areola of the female breast, as well as any portion of the body covered by supporting straps or devices.

~~269-279.~~ **Service Buildings:** Shall include one or more permanent structures equipped with sanitation and utility facilities for campground guests, including but not limited to restrooms, showers, lavatories, laundry areas, potable water stations, and utility rooms. Service buildings shall comply with WDEQ requirements.

Formatted: Normal, Justified, Right: 0.41", Tab stops: 1.15", Left

Formatted: Font: 12 pt

Formatted: Not Expanded by / Condensed by

Formatted: Font: 12 pt, Bold

Formatted: Left, Indent: Left: 0.65", Hanging: 0.5", Right: 0", No bullets or numbering, Tab stops: Not at 1.15"

Formatted: Font: Bold

Formatted: Justified

Formatted: Not Expanded by / Condensed by

Formatted: Font: 12 pt

Formatted: Left, Indent: Left: 0.65", Hanging: 0.5", Right: 0", No bullets or numbering, Tab stops: Not at 1.15"

Formatted: Font: Bold

Formatted: Font: Bold

Formatted: Font: Not Bold

~~270,280.~~ **Setback:** The distance required to comply with the front, side or rear yard provisions set forth in this Resolution as measured from the property line. In cases where the property line is the center of the road, the setback shall be figured from the edge of the dedicated right-of-way or public or private access easement, whichever is closest to the structure.

~~271,281.~~ **Sewage Treatment Facility:** A facility designed for the collection, removal, treatment, and disposal of waterborne sewage generated within a given service area.

272-282. **Sexually Oriented Business:** An inclusive term used to describe collectively: an adult arcade, adult bookstore, adult novelty store, video store, adult cabaret, adult motel, adult motion picture theater, adult theater, or nude modeling, and other similar businesses or places open to some or all members of the public at or in which there is an emphasis on the presentation, display, depiction or description of specified anatomical areas or specified sexual activities.

273-283. **Shadow Flicker:** The visible flicker effect when rotating blades of the WECS cast shadows on adjacent property causing a repeating pattern of light and shadow.

274-284. **Shelter, Animal:** A building or premises, the purpose of which is the temporary quartering, impoundment, housing, confinement and/or care of animals, usually abandoned or unclaimed.

275-285. **Shielded:** When the light emitted from the fixture is projected below a horizontal plane running through the lowest point of the fixture where light is emitted. The bulb is not visible with a shielded light fixture and no light is emitted from the sides of the fixture. Also considered a full cut-off fixture.

276-286. **Shipping Container:** A standardized, reusable, fully enclosed, box-like container used in the transportation of freight and capable of being mounted and moved on a rail car, truck trailer or loaded on a ship or airplane. The trailer portion of a tractor-trailer is not considered a shipping container.

287. **Shelter, Transit and/or School Bus:** A small, roofed structure, usually having three walls, located near a street and designed primarily for the protection and convenience of bus passengers.

277-288. **Short-Term Rental of an RV Campground Site:** The rental or occupancy of a designated recreational vehicle (RV) campsite within a licensed campground for a period not exceeding 30 consecutive days.

278-289. **Side Setback:** The distance between the side property line and the outermost wall of a structure.

279-290. **Sign:** Any object or device or part thereof situated outdoors or indoors which is used to advertise, identify, display, direct, or attract attention to any object, person, institution, organization, business product, service, event or location by any means including words, letters, figures, designs, symbols, fixtures, color, motion, illumination or projected images. Signs do not include the following:

- Flags of nations, states, cities, fraternal, religious and civic organizations, corporations.
- Merchandise, pictures or models of products or services incorporated with a window display.
- Time and temperature devices, not related to a product.
- National, state, religious, fraternal, professional and civic symbols or crests, or works of art which in no way identify a product or a device. If, for any reason, it cannot be readily determined whether or not the object is a sign, the Board shall make such determination.
- Nameplate sign – a sign which states the name and/or address of the occupant and does not exceed three square feet.

Formatted: Not Expanded by / Condensed by

Formatted: Font: Not Bold

Formatted: Font: 12 pt

~~280.291.~~ **Sign, Abandoned:** A sign that no longer identifies or advertises a bona fide event.

~~281.292.~~ **Sign, Building:** A sign which directs attention to the building to which it is attached. The following signs are building signs:

- a. **Sign, Canopy:** Any sign attached to or constructed on the face of a permanent, roof-like

shelter, extending from part or all of the building face and constructed of some durable material.

- b. Sign, Projecting: A sign attached to or erected on a wall of a building, with the face perpendicular to the building wall.
- c. Sign, Roof: Any sign erected upon, against or directly above a roof or on top of the parapet of a building.
- d. Sign, Under Canopy: Any sign attached to or constructed under a canopy.
- e. Sign, Wall: A sign attached to, erected against or painted upon the wall of a building, with the face horizontally parallel to the building wall.
- f. Sign, Window: A sign installed or painted on a window for purposes of advertisement, display, to identify a person, object or product.

282-293. **Sign, Directional or Informational:** Any sign which directs vehicular or pedestrian traffic for purposes of parking, circulation or sale points of various products and services. No directional or informational sign may contain any business name, advertising, price or other commercial message or business logo.

283-294. **Sign, Free Standing:** A sign supported by one or more uprights, poles or braces in or upon the ground, not attached to any building and having its bottom edge above ground.

284-295. **Sign, Gross Area:** Omitting any structure or bracing, the area of a sign shall be measured by the sum of each rectangle, triangle or circle or combination thereof that encompasses the outer limits of all portions of the sign, message or display. All faces shall be measured except where two faces are back to back and parallel and less than 36 inches apart shall be measured together as one sign.

285-296. **Sign, Illuminated:** A sign designed to give forth artificial light or designed to reflect light derived from any source.

286-297. **Sign, Off-Premise/Billboard:** Any sign advertising goods, products or services not located or sold on the premises on which the sign is located.

287-298. **Sign, On-Premise:** Any sign identifying or advertising a business, person, activity, goods, products or services located on the premises where the sign is installed and maintained.

288-299. **Significant Shadow Flicker:** More than 30 hours per year of Shadow Flicker on adjacent property.

289-300. **Site Plan:** A drawing to a measurable and readable scale showing the accurate location of all existing and proposed improvements on subject property or any other information as may be required by this Resolution.

290-301. **Slaughterhouse:** A building used for the for-profit slaughtering of animals that are either raised or transported to the building and the processing and storage of animal products and waste that results from a slaughtering process.

291-302. **Soft-Sided Structure:** A tent or tarp-like structure constructed of canvas, nylon or similar material.

~~292.303.~~ **Solar Energy System Facility:** Means a commercial facility with a rated power capacity of more

than one-half (0.5) megawatt of electricity from solar power that includes all lands where the owner or developer has rights to erect solar energy facilities, including lands for battery storage.

~~293.304.~~ **Solar Energy System – On-Site:** Any device or combination of devices which collects sunlight primarily for generating energy for use on-site and with a total rated capacity under 500 kW. When a property also receives electrical power supplied by a utility company, excess electrical power generated and not presently needed for on-site use may be sold back to the utility company.

~~294.305.~~ **Solar Glare:** The effect produced by light reflecting from a solar panel with intensity sufficient to cause annoyance, discomfort, or loss in visual performance visibility.

~~295.306.~~ **Special Status Species:** A plant or animal species that requires administrative protection or special management as required by state or federal law. Examples of Special Status Species include: Threatened, Endangered, or a Proposed Species under the Endangered Species Act, BLM Sensitive Species; or Wyoming's Species of Greatest Conservation Need.

~~296.307.~~ **Specified Anatomical Areas** means:

- a. Less than completely and opaquely covered: human genitals, pubic region, buttock, and female breast below a point immediately above the top of the areola; and,
- b. Human male genitals in a discernibly turgid state, even if completely covered.

~~297.308.~~ **Specified Sexual Activities** means:

- a. The fondling or other erotic touching of human genitals, pubic region, buttocks, anus, or female breasts; and,
- b. Sex acts, normal or perverted, actual or simulated, including intercourse, oral copulation, masturbation, or sodomy; or,
- c. Excretory functions as part of or in connection with any of the activities set for in (a) through (b) above.

~~309.~~ **Sporting Goods Store:** A retail business selling sporting and recreational goods, including sportswear, sporting equipment and related general merchandise.

~~298.310.~~ **Stealth Wireless Communications Facility:** A wireless communications facility, ancillary appurtenance, or equipment enclosure that is not readily identifiable as such and is designed to be camouflaged and aesthetically compatible with nearby uses.

~~299.311.~~ **Structure:** A combination of materials, above or below ground, artificially built up or composed of parts forming a building of any kind or joined together in some definite manner.

~~300.312.~~ **Structure, Accessory (Non-residential):** A subordinate building the use of which is incidental to that of a main building located on the same lot or parcel. Common Non-Residential Accessory Uses include, but are not limited to, caretaker's quarters occupied by owners or persons employed on the premises and their immediate families, a residence above a business, offices, storage buildings, and ancillary mineral development facilities such as compressor stations,

~~301.313.~~ **Structure, Accessory (Residential):** A subordinate building the use of which is incidental to that of a main building located on the same lot or parcel. Common Residential

Accessory Uses include, but are not limited to, garages or shops for personal use, accessory dwelling units, swimming pools, sheds, carports, children's playhouse, playground equipment, doghouses, kennels for the housing of commonly accepted privately owned pets, personal indoor riding arena, gazebos, and garden and landscaping structures.

302.314. **Structure, Attached:** A structure having one or more party walls in common with another

structure, and where the common attached wall exceeds 30% of the length of the attached wall.

~~303.~~315. **Structure, Detached:** A structure having no party wall in common or physical connection with another structure.

~~304.~~316. **Substation:** The apparatus that connects the collector system of the WECS and increases the voltage for connection to the off-site transmission lines.

~~305.~~317. **Subsurface Storage of Records:** The use of a building or structure, or portion thereof, for the storage of records and/or documents and is partially or fully below grade in which the lowest floor level is not more than 30 feet below the lowest level of exit discharge. The building or structure is constructed to blend in with the surrounding environment and uses. Subsurface storage shall not be used for temporary or permanent occupancy other than temporary occupancy as an accessory use (offices). Construction shall be certified by a Professional Engineer licensed in the State of Wyoming to meet the most recent editions of the IFC, IBC, IFGC (International Fuel Gas Code) and IMC (International Mechanical Code).

~~318.~~ **Sweetwater County Development Codes:** The Sweetwater County Development Codes include the following Sweetwater County documents: Zoning Resolution of Sweetwater County, Subdivision Regulations of Sweetwater County, and the Sweetwater County Growth Management Plan and Agreement.

~~319.~~ **Telecommunication Site:** See definition for Wireless Telecommunications Facility.

~~320.~~ **Telecommunications Structure:** A structure used in the provision of services described in the definition of “Wireless Telecommunications Facility”.

~~306.~~

~~307.~~321. **Theater:** A building or part of a building devoted to showing motion pictures, or for dramatic, dance, musical, or other live performances.

~~308.~~322. **Threatened Species:** Under the Endangered Species Act, an animal or plant species, as determined by the U.S. Fish and Wildlife Service that is likely to become endangered within the foreseeable future throughout all or a significant portion of its range.

~~309.~~323. **Tire Store and Service Establishment:** A place where the principal business is the sale or installation of new, used, or retread tires and tubes.

~~310.~~324. **Transient guest:** means a guest who remain for less than thirty (30) continuous days

~~311.~~325. **Track, Course, or Speedway- Animal, or Motor Vehicle, or Athlete:** A continuous improved loop, circuit, or designated area either indoor or outdoor for the organized riding or racing of animals, or motor vehicles or athletes, whether private or commercial. This use involves a surface disturbance of greater than 5,000+ square feet and/or the movement of 100 or more cumulative cubic yards of dirt or other material. and may be outdoors or contained within a building. Appurtenant facilities may include grandstands, concession areas, parking facilities, paddocks and stables, but do not include residences, offices, or retail facilities.

Formatted: Left, Indent: Left: 1.15", No bullets or numbering

Formatted: Font: Not Bold

~~312.326.~~ **Transmission Lines:** Utility owned electrical transmission lines.

~~313.327.~~ **Travel Agency:** An agency that makes the necessary arrangements for travelers, especially the booking of airline tickets and hotel rooms.

~~314.328.~~ **Travel Center - Truck Stop:** A site providing specialized facilities for retail fueling services primarily for trucks. With diesel sales exceeding fifty percent of total fuel sales, the site may include related facilities including, but not limited to, restaurants, overnight parking, convenience

stores, vehicle washing facilities and vehicle service centers.

~~315.329.~~ **Trucking:** The conveyance of goods by truck.

~~316.330.~~ **Uplighting:** Any light source that distributes illumination above a 90-degree horizontal plane.

~~331.~~ **Use:** Any purpose for which a lot, building, or other structure or a tract of land may be designated, arranged, intended, maintained, or occupied; or any activity, occupation, business, or operation carried on or intended to be carried on in a building or other structure or on a tract of land.

~~317.~~ **Utility Support Structure:** ~~Wireless communications facilities located on existing structures such as, but not limited to buildings, water towers, electrical transmission towers, utility poles, light poles, traffic signals poles, flag poles and other similar structures that do not require the installation of a new tower.~~

~~318.332.~~ **Vehicle Sales, Service and Repair, Motorized:** The use of any building or portion thereof, or other premises or portion thereof, for the display, sale, rental of new motor vehicles, or used motor vehicles as an ancillary use of a zoning lot, and any warranty repair work and other repair service conducted as an accessory use.

~~319.333.~~ **Vehicle Sales, Service and Repair, Non-Motorized:** The use of any building or portion thereof, or other premises or portion thereof, for the display, sale, rental, or lease of non- motorized vehicles as an ancillary use of a zoning lot, and any warranty repair work and other repair service conducted as an accessory use.

~~320.334.~~ **Video Viewing Booth or Arcade Booth:** Any booth, cubicle, stall, or compartment that is designed, constructed, or used to hold or set patrons and is used for presenting motion pictures or viewing publications by any photographic, electronic, magnetic, digital, or other means of media (including, but not limited to film, video or magnetic tape, laser disc, CD-ROM, books, magazines, or periodicals) for observation by patrons therein.

~~321.335.~~ **Wallpack:** A type of light fixture typically flush-mounted on a vertical wall surface.

~~322.336.~~ **Warehouse:** A use engaged in storage, wholesale, and distribution of manufactured products, supplies, and equipment, excluding bulk storage of materials that are inflammable or explosive or that present hazards or conditions commonly recognized as offensive.

~~323.337.~~ **Water Treatment and Disposal Facility, Commercial:** a facility designed to manage and process produced water, which is the wastewater generated during oil and gas extraction operations. This water often contains a mix of salt, hydrocarbons, heavy metals, and other contaminants.

~~324.338.~~ **WECS Facility:** Anything that is a necessity or a component that exists for the project and is a part of the WECS Project. The WECS Facility includes, but is not limited to, the following systems and components: WECS and associated support facilities including, roads, substations, collection systems, gathering systems, transmission lines, operation and

Formatted: Not Expanded by / Condensed by

Formatted: Font: 12 pt

Formatted: Left, Indent: Left: 0.65", Hanging: 0.5", Right: 0", No bullets or numbering, Tab stops: Not at 1.15"

maintenance buildings, primary structures, ancillary facilities, components and equipment, and Wind Generation Devices as specified in the application. The WECS Facility includes all WECS Facility Phases planned by the Developer.

~~325.339.~~ **WECS Facility Area:** That region of land whose boundary is legally defined and established by

the developer and encompasses the boundaries of all planned WECS Facility Phases and contains all elements for all WECS Facility Phases provided; however, that the boundary may not extend beyond property owned or controlled by the developer.

326.340. **WECS Facility Boundary:** The legally described limits of the WECS Facility Area that contains all the elements of a WECS Facility and the area encompassed by all planned WECS Facility Phases.

327.341. **WECS Facility Phase:** A portion of the WECS Facility and WECS Facility Area that the Developer chooses to develop at a future time, leaving the remainder of the WECS Facility to be developed as one or several additional construction units or projects.

328.342. **WECS Tower:** The support structure to which the nacelle and rotor is attached.

329.343. **WECS Transmission Lines:** Non-utility owned electrical transmission lines.

330.344. **Welding Equipment Sales & Service:** The use of any building or portion thereof, or other premises or portion thereof, for the display, sale, rental, or lease of welding equipment as an ancillary use of a zoning lot, and any warranty repair work and other repair service conducted as an accessory use.

331.345. **Wilderness Characteristics:** Lands that have been inventoried and determined by the BLM to contain wilderness characteristics as defined in Section 2.c of the Wilderness Act.

332.346. **Wind Energy Conversion System (WECS):** Interchangeable with WECS Facility.

333.347. **Wind Generation Device:** All components associated with a single device that uses wind as a prime mover for the production of an electrical resource.

348. **Wind Generation Device Height:** The distance from the highest point of the device to the original surface grade.

349. **Wireless communications: Any personal wireless service.**

350. **Wireless communications facility: Any staffed or unstaffed facility used for the transmission and/or reception of wireless communications, usually consisting of an antenna or group of antennas, transmission lines, ancillary appurtenances, and equipment enclosures and may include an antenna supporting structure. The following developments will be considered as a wireless communications facility: antenna supporting structures; collocated antennas; roof-mounted structures; surface-mounted antennas; stealth wireless communications facilities; temporary wireless communication facility; and amateur facilities.**

334.

335.351. **Wood Recycling Shop:** An establishment within an enclosed structure for the purpose of using used wood and recycling it into usable products such as molding for house construction, molding for picture frames, and other types of wood products. All products and supplies will be stored in a structure. Retail/Wholesale sales will be allowed in conjunction with this use. No

Formatted: Font: 12 pt

Formatted: Left, Indent: Left: 0.65", Hanging: 0.5", Right: 0", No bullets or numbering, Tab stops: Not at 1.15"

Formatted: Font: 12 pt

Formatted: Left, Indent: Left: 0.65", Hanging: 0.5", Right: 0", No bullets or numbering, Tab stops: Not at 1.15"

Formatted: Font: 12 pt

Formatted: Left, Indent: Left: 0.65", Hanging: 0.5", Right: 0", No bullets or numbering, Tab stops: Not at 1.15"

Formatted: Left, Indent: Left: 1.15", No bullets or numbering

outside storage of debris, waste or other by-products will be allowed.

~~336.352.~~ **Work Camp:** A place, area, or piece of land where housing and essential utilities are provided for more than 25 employees or prospective employees for a time period of not less than 120 days and not more than 2 years.

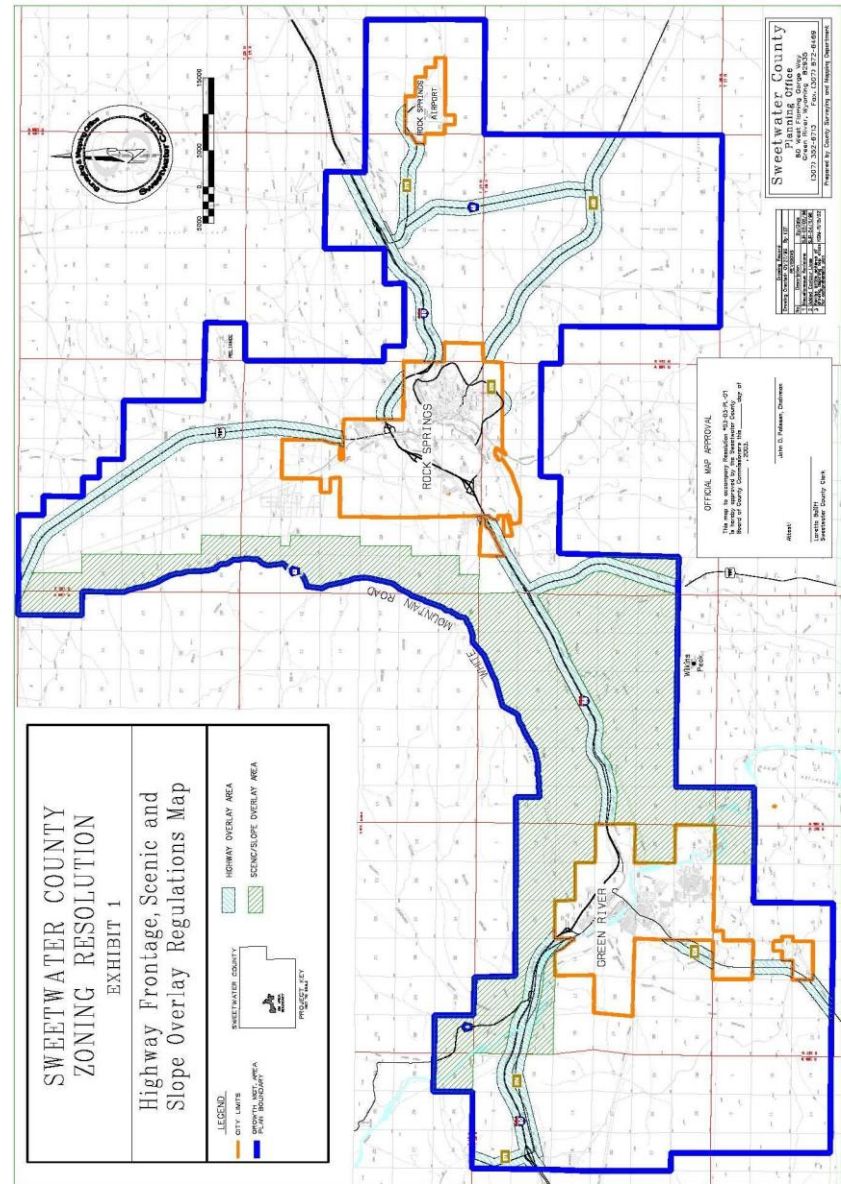
~~337.353.~~ **Work Camp, Temporary:** A place, area, or piece of land where housing and essential utilities are provided for not more than 25 employees or prospective employees for a time period not to exceed two years.

~~338.354.~~ **Zoning Permit:** As references in Wyoming Statues 18-5-203, this includes all permits and authorizations allowable by the Sweetwater County Zoning Resolution. A Zoning Permit is also known as a Zoning Certificate.

Section 22. Exhibits

Exhibits are shown on the following pages.

Exhibit A. Highway, Scenic and Slope Regulations Map



2015 Zoning Resolution Amended
Originally Adopted November 3, 2015 by Resolution 15-11-CC-01

Exhibit B Release and Waiver of Services for Private Roads

RELEASE AND WAIVER OF SERVICES FOR PRIVATE ROADS

The State of Wyoming)
 : ss.
County of Sweetwater)

Owners (hereinafter Property Owners), of lawful age, after having been duly sworn on their oaths according to law, depose and state as follows:

1. Property Owners acknowledge that they are the owners of the parcel of real property described with particularity in Exhibit “A”, attached hereto and by this reference made a part hereof.

2. Property Owners further acknowledge that they have made application for a Zoning Permit for Construction to the Sweetwater County Land Use Department. Said application is for the purpose of obtaining a permit to construct a single family dwelling at and upon the parcel of real property, described in Exhibit “A” hereto.

3. Property Owners further acknowledge that the proposed access to said real property is by Private Road; that this Release and Waiver of Services for Private Roads (Release and Waiver) is made in contemplation of Property Owners receiving a Zoning Permit for Construction to construct and inhabit a single family dwelling at and upon said real property; and that in the event a Permit is granted this Release and Waiver shall be recorded by the Property Owners in the land records maintained by the Sweetwater County Clerk and Ex-Officio Register of Deeds.

4. Property Owners understand that if their permit application is granted, the real property described in Exhibit “A” will be permitted to be accessed by a Private Road. Regarding said Private Road, the Property Owners acknowledge and understand the following:

a. Sweetwater County makes no representations concerning legal title to the Private Road, the adequacy of said Private Road for its intended purposes or the continuing availability of said Private Road for its intended purposes. The Property Owners shall satisfy themselves concerning all issues pertaining to the Private Road.

b. Sweetwater County makes no representations concerning whether the Private Road to said real property will meet the criteria and guidelines of lenders. The Property Owners are exclusively responsible for satisfying the criteria and guidelines of lenders.

c. Sweetwater County has no duty to improve, maintain or repair the Private Road to said property; and Sweetwater County will not improve, maintain or repair said Private Road. As between Sweetwater County and the Property Owners, the Property Owners shall be exclusively responsible for acquiring all necessary easements, and for improving, maintaining and repairing said Private Road, once a Private Road is constructed.

d. Because said Private Road may be narrower than County Roads, may be built to standards less stringent than County Roads, and will not be improved, maintained or repaired by Sweetwater County, emergency access to Property Owners’ real property may not always be possible. In this regard, Property Owners acknowledge that emergency responders, including but not limited to fire, law enforcement and ambulance, may not be able to reach, or timely reach, said real property when emergency situations arise. Property Owners hereby indemnify and agree to hold Sweetwater County harmless from any and all claims of whatever nature, and for any and all asserted injuries due to emergency responders’ inability to timely respond to emergencies at said property. Regarding future use of said real property, Property Owners make this Release and Waiver of Services for Private

Roads on behalf of themselves, their heirs, successors and assigns. Property Owners agree that if different uses or more intensive uses of the real property described in Exhibit “A” are applied for in the future, the Private Road may not be sufficient as a means of access to said real property and a public road may be required, depending on the intended use and its intensity. The Private Road shall run with the real property described in Exhibit “A” and shall not be sold, assigned or conveyed separate and apart from sale, assignment or conveyance of said Real Property. Further, said Private Road shall not be the basis for de facto subdivision of any parcel or tract of real property under Wyoming Statute 18-5-303(a)(iii).

DATED _____.

Owner

Owner

Subscribed, sworn to and acknowledged before me by _____ this
_____ day of _____, 20_____.

Witness my hand and official seal.

Notary Public

My Commission Expires: _____

Section 23. Amendments

This section is solely for the purpose of tracking amendments and is not an amendable section of these regulations.

AMENDMENTS		
DATE	ACTION	RESOLUTION
June 21, 2016	Language Amendments – Section 4 – Admin & Enforcement	16-06-CC-02
June 21, 2016	Language Amendments – Section 5 – District Uses	16-06-CC-03
June 21, 2016	Language Amendments – Section 8 – Temporary Uses	16-06-CC-04
June 21, 2016	Language Amendments – Section 14 – Fuel Regulations	16-06-CC-05
June 21, 2016	Language Amendments – Section 19 – Application Fees	16-06-CC-06
June 21, 2016	Language Amendments – Section 21 - Definitions	16-06-CC-07
September 20, 2016	Language Amendments – Section 4 – Admin & Enforcement	16-09-CC-03
September 20, 2016	Language Amendment – Section 7 – Conditional Uses	16-09-CC-03
September 20, 2016	Language Amendment – Section 21 – Definitions	16-09-CC-03
July 5, 2017	Language Amendment – Section 5 – District Regulations	17-07-CC-01
April 17, 2018	Language Amendment – Section 5 – District Uses	18-04-CC-01
October 16, 2018	Language Amendment – Sections 4, 5, 7, 11, 14 & 21	18-10-CC-01
September 3, 2019	Language Amendment – Sections 4, 5, 7 & 21 – Residential Accessory Structure Shipping Containers & Renewal of Term Limits on Impound, Salvage and Storage Yard for Vehicles	19-09-CC-01
February 4, 2020	Language Amendment – Sections 4 & 7 – Solar Energy System – Utility Scale Regulations, Public Hearing Notification Process	20-02-CC-01
September 21, 2021	Language Amendment – Sections 5, 7 & 21 – Solar Energy System – Utility Scale Regulations	21-09-CC-01
March 15, 2022	Language Amendment – Section 4 – International Fire Code	22-03-CC-01
November 15, 2022	Language Amendment – Sections 4B, 5G, 5F, & 10 – Permits, Setback Requirements, District Use Chart and Major Site Plan Requirements	22-11-CC-01
February 20, 2024	Language Amendment-Sections 3C, 5A, 5B, 5F, 5G - Establishment of Zoning Districts, Zoning District and Purpose, Minimum District Size, District Use Chart, Setback Requirements	24-02-CC-03
July 16, 2024	Language Amendment- Sections 5.G, 5.F and Section 21- Setback Requirements, District Use Chart and Definitions	24-07-CC-01
December 17, 2024	Language Amendment- Sections 3, 4.I, 5.F, 7, 11.D, 19 and 21- International Fire Code, District Use Chart, Parking Regulations Chart, and Definitions	25-02-CC-01



MEETING REQUEST FORM

Meeting Date Requested: August 19, 2025	Contact Phone and E-mail: 307-872-3897
Presenters Name, Title and Name of Organization: BOCC	Exact Wording for Agenda: Approval of the 8-5-25 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: 2025-08-05 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

[2025-08-05 MINUTES WITH ATTACHMENTS.pdf](#)

August 5, 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 9:00 a.m. in Regular Session with Chairman West, Commissioner Jones, Commissioner Richards, and Commissioner Thoman present. Commissioner Slaughter was excused.

APPROVAL OF THE AGENDA

Chairman West entertained a motion to approve the agenda as presented and explained that the initial request to amend the agenda with the inclusion of a resolution for fire restriction has been withdrawn.

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

Chairman West recognized and welcomed WCCA Director Jerimiah Reiman in the audience.

9:05- COUNTY RESIDENT COMMENTS/CONCERNS

Chairman West opened county resident comments/concerns. Hearing no comments, county resident comments/concerns were closed.

A) 9:15- CONSENT AGENDA

A.1) Approval of the July 15, 2025 Minutes

Department: Board of County Commissioners

[Cover Page](#) 

[2025-07-15 MINUTES WITH ATTACHMENTS.pdf](#) 

[SIGNED 7-15-25 MINUTES](#) 

A.2) Approval of County Vouchers/Warrants (EALs) Expenditure Approval Listing

Department: County Clerk

[Cover Page](#) 

[Commissioner Report 8-5-2025.pdf](#) 

[EAL Approval Listing Vaughn's Plumbing & Heating.pdf](#) 

[EAL Approval Listing.pdf](#) 

August 5, 2025			
WARRANT NO.s	PAYEE	DESCRIPTION	AMOUNT
127447 & 47508-47509	EMPLOYEES AND PAYROLL VENDORS	PAYROLL RUN	1,994.35
127558 & 47515	EMPLOYEES AND PAYROLL VENDORS	PAYROLL RUN	2,565.85
47510	CASTLE ROCK HOSPITAL DISTRICT	BUDGET ALLOCATION	129,166.67
47511	J&E OILFIELD HOLDINGS	WATER	3,770.00
47512	SWCO CONSERVATION DISTRICT	BUDGET ALLOCATION	6,645.74
47513	SWEETWATER TROPHIES AND ENGRAVING	SHIPPING/NAME PLATE	251.88
47514	WEX BANK	FUEL	12,548.01
47516	307 TIRE LLC	TIRES/REPAIR	1,145.00
47517	J&E OILFIELD HOLDINGS	WATER	5,590.00
47518	WEX BANK	FUEL	4,152.58
47519	WEX BANK	FUEL	744.67
47520	YWCA OF SWEETWATER COUNTY	GRANT EXPENSES	543.45
47521	SWEETWATER TROPHIES AND ENGRAVING	PLAQUE	100.00
127448	ALL WEST COMMUNICATIONS	INMATE TV'S	803.07
127449	ALSCO UNIFORMS	SERVICES	137.94
127450	APPLICANTPRO HOLDINGS, LLC	SUBSCRIPTION	19.00
127451	BIG B EQUIPMENT INC	RENTAL	4,640.00
127452	BLUE 360 MEDIA, LLC	BOOK/EBOOK	1,770.21
127453	BOB BARKER COMPANY INC	COMMISSARY	538.63
127454	BRIDGER VALLEY ELECTRIC ASSN	UTILITIES	359.41
127455	BRIDGERLAND CARQUEST	SUPPLIES	78.86
127456	CAPITAL ONE	PROTEIN/TV/VINEGAR/ADAPTER/PIN CLIP	331.78
127457	CARDMEMBER SERVICE - 6379	POSTAGE	958.58
127458	COPIER & SUPPLY CO INC	TONER/CONTRACTS	4,031.18
127459	D & L EXCAVATION INC	SERVICE	1,858.34
127460	ECOLAB INC	CLEANERS	1,777.86
127461	INTOXIMETERS INC	MOUTH PIECES/CASES/GUIDE	1,054.00
127462	ISI WATER CHEMISTRIES	SERVICE	881.11
127463	K-PACK PHARMACY	INMATE RX	2,802.90

127464	KENWORTH SALES COMPANY	PARTS	94.36
127465	KNIFE RIVER MATERIALS	GRADING BASE	14,918.64
127466	LEGERSKI LAWN CARE	LAWN CARE	2,000.00
127467	LEWIS & LEWIS	ROAD BASE	2,052.77
127468	LR COMMUNICATIONS INC	INTERNET	64.95
127469	MEMORIAL HOSPITAL OF SWEETWATER CO	TITLE 25	24,000.72
127470	MOUNTAINLAND SUPPLY COMPANY	SUPPLIES	131.33
127471	OFFICE SHOP INC	CONTRACT	318.05
127472	RDO EQUIPMENT CO	RENTAL	1,103.72
127473	REAL KLEEN JANITORIAL	CLEANERS	366.90
127474	ROCK SPRINGS CHAMBER OF COMMERCE	DUES	225.00
127475	ROCK SPRINGS MUNICIPAL UTILITY	UTILITIES	7,246.84
127476	ROCK SPRINGS, INC.	PARTS	271.78
127477	ROCKY MTN POWER	UTILITIES	15,455.04
127478	SHADOW MOUNTAIN WATER OF WYOMING INC	WATER/RENTAL	86.00
127479	SIDELINE COLLECTIONS INC	RANDOMS	375.00
127480	SPECIAL ELECTRONICS INC	EQUIPMENT	8,418.78
127481	SPRINGHILL SUITES BY MARRIOTT	LODGING	330.00
127482	STAPLES ADVANTAGE - DEPT LA	STOCK	683.80
127483	SUNROC CORPORATION	CONCRETE	332.00
127484	TERMINIX OF WYOMING	SERVICE	341.00
127485	THE INN AT LANDER	LODGING	408.00
127486	TOWN OF WAMSUTTER	UTILITIES	40.00
127487	TUBBS MD LLC, KENNON C	INMATE MEDICAL	6,333.00
127488	VLCM	SUBSCRIPTION	28,435.97
127489	VONAGE BUSINESS	PHONE BILL	1,190.25
127490	WESTERN-EGI	SERVICES	9,970.00
127491	WESTFAX INC	FAXES	154.30
127492	WYODATA SECURITY INC	SHREDDING	465.00
127493	WYOMING DEPT OF WORKFORCE SERVICES	WORKERS COMPENSATION	35,371.55
127494	WYOMING WASTE SERVICES	UTILITIES	4,521.37
127495	ONE TIME VENDOR	JURY FEES	30.00
127496	ONE TIME VENDOR	JURY FEES	51.00
127497	ONE TIME VENDOR	JURY FEES	51.00
127498	ONE TIME VENDOR	JURY FEES	51.00
127499	ONE TIME VENDOR	JURY FEES	51.00
127500	ONE TIME VENDOR	JURY FEES	51.00
127501	ONE TIME VENDOR	JURY FEES	51.00
127502	ONE TIME VENDOR	JURY FEES	30.00
127503	ONE TIME VENDOR	JURY FEES	51.00

127504	ONE TIME VENDOR	JURY FEES	30.00
127505	ONE TIME VENDOR	JURY FEES	51.00
127506	ONE TIME VENDOR	JURY FEES	279.00
127507	ONE TIME VENDOR	JURY FEES	30.00
127508	ONE TIME VENDOR	JURY FEES	51.00
127509	ONE TIME VENDOR	JURY FEES	153.00
127510	ONE TIME VENDOR	JURY FEES	30.00
127511	ONE TIME VENDOR	JURY FEES	153.00
127512	ONE TIME VENDOR	JURY FEES	153.00
127513	ONE TIME VENDOR	JURY FEES	51.00
127514	ONE TIME VENDOR	JURY FEES	51.00
127515	ONE TIME VENDOR	JURY FEES	51.00
127516	ONE TIME VENDOR	JURY FEES	153.00
127517	ONE TIME VENDOR	JURY FEES	30.00
127518	ONE TIME VENDOR	JURY FEES	30.00
127519	ONE TIME VENDOR	JURY FEES	51.00
127520	ONE TIME VENDOR	JURY FEES	51.00
127521	ONE TIME VENDOR	JURY FEES	153.00
127522	ONE TIME VENDOR	JURY FEES	51.00
127523	ONE TIME VENDOR	JURY FEES	51.00
127524	ONE TIME VENDOR	JURY FEES	153.00
127525	ONE TIME VENDOR	JURY FEES	51.00
127526	ONE TIME VENDOR	JURY FEES	153.00
127527	ONE TIME VENDOR	JURY FEES	51.00
127528	ONE TIME VENDOR	WITNESS FEES	15.00
127529	ONE TIME VENDOR	JURY FEES	90.00
127530	ONE TIME VENDOR	JURY FEES	51.00
127531	ONE TIME VENDOR	JURY FEES	30.00
127532	ONE TIME VENDOR	JURY FEES	51.00
127533	ONE TIME VENDOR	JURY FEES	30.00
127534	ONE TIME VENDOR	JURY FEES	51.00
127535	ONE TIME VENDOR	WITNESS FEES	30.00
127536	ONE TIME VENDOR	JURY FEES	51.00
127537	ONE TIME VENDOR	JURY FEES	51.00
127538	ONE TIME VENDOR	JURY FEES	90.00
127539	ONE TIME VENDOR	JURY FEES	51.00
127540	ONE TIME VENDOR	JURY FEES	153.00
127541	ONE TIME VENDOR	JURY FEES	51.00
127542	ONE TIME VENDOR	JURY FEES	51.00
127543	ONE TIME VENDOR	JURY FEES	51.00
127544	ONE TIME VENDOR	JURY FEES	51.00

127545	ONE TIME VENDOR	JURY FEES	90.00
127546	ONE TIME VENDOR	JURY FEES	51.00
127547	ONE TIME VENDOR	JURY FEES	51.00
127548	ONE TIME VENDOR	JURY FEES	51.00
127549	ONE TIME VENDOR	JURY FEES	51.00
127550	ONE TIME VENDOR	JURY FEES	51.00
127551	ONE TIME VENDOR	JURY FEES	153.00
127552	ONE TIME VENDOR	JURY FEES	30.00
127553	ONE TIME VENDOR	JURY FEES	51.00
127554	ONE TIME VENDOR	JURY FEES	30.00
127555	ONE TIME VENDOR	JURY FEES	51.00
127556	ONE TIME VENDOR	JURY FEES	30.00
127557	ONE TIME VENDOR	WITNESS FEES	15.00
127559	ALSCO UNIFORMS	SERVICES	45.98
127560	AMAZON CAPITAL SERVICES INC	NOTEPADS/POST-ITS/WIPES/THERMAL PAPER/PHONE ACCESSORIES/PATCH CABLES/CALENDARS/TACK PUTTY	708.89
127561	APPLICANTPRO HOLDINGS, LLC	SUBSCRIPTION	4,343.00
127562	AT&T MOBILITY	CRADLE POINTS	1,205.40
127563	BRIDGERLAND CARQUEST	SUPPLIES	661.56
127564	CARDMEMBER SERVICE	PR HANDOUTS/K9 CARDS/MOLLE LOKSUBSCRIPTIONS/K-9 SUPPLIES/AMMO/KEYBOARD/INMATE RX/NOTARY STAMP/COMMISSARY/TRAINING/TRAVEL	9,243.04
127565	CARDMEMBER SERVICE	TRAVEL/HARD DRIVE/JURY SUPPLIES	504.83
127566	CARDMEMBER SERVICE - 6379	POSTAGE	1,650.63
127567	CITY OF GREEN RIVER	UTILITIES	2,772.86
127568	CLEARVIEW IMPROVEMENT & SERVICE DISTRICT	UTILITIES	237.67
127569	COMMUNICATION TECHNOLOGIES INC	RENT	430.00
127570	COMMUNITY BUILDERS INC	GRANT EXPENSES	2,575.00
127571	CONTINENTAL BATTERY SYSTEMS	BATTERIES	723.39
127572	DECKER AUTO GLASS/THE GLASS WAREHOU	WINDSHIELD	265.00
127573	DELTA DENTAL	PREMIUMS/CLAIMS	41,852.25
127574	DIVIS, DAVID S	DOOR PRIZE	51.94
127575	DON PEDROS	JUROR MEALS	202.03
127576	TIMOTHY A EAGLER, ATTORNEY AT LAW LLC	FEES	537.50
127577	ELECTION SYSTEMS & SOFTWARE INC	LICENSE/WARRANTY/MAINTENANCE	39,560.00
127578	ENBRIDGE GAS UT WY ID	UTILITIES	1,916.83
127579	FLOYD'S TRUCK CENTER	PARTS	104.50
127580	GROATHOUSE CONSTRUCTION, INC	CONTRACT	603,649.00
127581	HCC LIFE INSURANCE COMPANY	FEES	61,085.31
127582	HILTON GARDEN INN - LARAMIE	LODGING	607.00

127583	HOMAX OIL SALES INC	FUEL	18,330.82
127584	HOME DEPOT CREDIT SERVICES	TOOL/SUPPLIES	243.10
127585	INTOXIMETERS INC	MOUTHPIECES	175.00
127586	J D POWER	BOOKRV	350.00
127587	JFC ENGINEERS & SURVEYORS	SURVEY	1,869.60
127588	LAWSON PRODUCTS INC	SUPPLIES	113.11
127589	LEWIS & LEWIS	ROAD BASE	9,940.87
127590	MEMORIAL HOSPITAL CLINIC	PRE-EMPLOYMENT	850.00
127591	MI MOTION	PARTS	73.78
127592	NAPA AUTO PARTS UNLIMITED	SUPPLIES	19.07
127593	NMS LABS	ANALYSIS	338.00
127594	NORTH SWEETWATER WATER AND SEWER DISTRICT	UTILITIES	60.00
127595	PLAINSMAN PRINTING & SUPPLY	CASEBINDERS	235.97
127596	RESOLUT	RTU/CONTRACT	7,702.00
127597	ROCK SPRINGS ACE HARDWARE	SUPPLIES	54.13
127598	ROCK SPRINGS MUNICIPAL UTILITY	UTILITIES	787.58
127599	ROCK SPRINGS, GREEN RIVER,	BUDGET ALLOCATION	253,265.56
127600	ROCKY MOUNTAIN WASH, LLC	WASH	19.25
127601	ROCKY MTN POWER	UTILITIES	2,358.09
127602	RON'S ACE RENTALS	SUPPLIES	76.02
127603	SHADOW MOUNTAIN WATER OF WYOMING INC	RENTAL	13.50
127604	SHEPARD CONSTRUCTION SOLUTIONS LLC	CONTRACT	84,518.48
127605	SIMPLE DISTRIBUTORS LLC	STOCK	3,150.00
127606	SKAGGS COMPANIES INC	UNIFORMS/BOOTS	1,002.27
127607	STAPLES ADVANTAGE - DEPT LA	OFFICE SUPPLIES	74.59
127608	STORMWIND, LLC	TRAINING	6,930.00
127609	SWEETWATER COUNTY INSURANCE	PREMIUMS	494,797.97
127610	THE LINCOLN NATIONAL LIFE INSURANCE COMPANY	PREMIUMS	22,261.64
127611	THE MASTER'S TOUCH LLC	POSTAGE	13,000.00
127612	THE PARTRIDGE PSYCHOLOGICAL GROUP	SESSIONS	450.00
127613	THE TIRE DEN INC	REPAIRS/TIRES	2,182.05
127614	UMR INC	FEES	15,368.88
127615	UNION TELEPHONE COMPANY INC	PHONE BILL	156.17
127616	UNION TELEPHONE COMPANY INC	PHONE BILL	2,311.05
127617	UNIVERSITY OF UTAH HEALTH	RECORD	38.00
127618	VERIZON WIRELESS	PHONE BILL	2,460.37
127619	VERIZON WIRELESS SERVICES LLC	SMS	75.00
127620	VFW	TRAINING	200.00
127621	VISION SERVICE PLAN	PREMIUMS	9,714.97

127622	WACO	DUES	400.00
127623	WYOMING MACHINERY COMPANY	BATTERIES/PARTS/REPAIRS	13,708.50
127624	WYOMING OFFICE OF GUARDIAN AD LITEM	GAL FEES	16,156.39
127625	WYOMING SECRETARY OF STATE	NOTARY	60.00
127626	WYOWIFEY SHOPPE	MEALS	387.50
127627	YOUNG AT HEART CENTER	GRANT EXPENSES	3,803.37
127628	ALSCO UNIFORMS	SERVICES	45.98
127629	AMAZON CAPITAL SERVICES INC	NOTEBOOKS/MEMORY STORAGE/BATTERIES/MARKERS/FLYSWATTERS/ZIP TIES/SHEET PROTECTORS/SAFETY PINS/TWINE/INK/PHONE ACCESSORIES/CABLE	694.95
127630	BLUE 360 MEDIA, LLC	LAW BOOKS	393.38
127631	BOB BARKER COMPANY INC	COMMISSARY	2,137.29
127632	BOMGAARS SUPPLY INC	SPRAYER	599.99
127633	BOYS 'N BERRYS LLC	TOOLS	44.30
127634	BRIGHTLY SOFTWARE INC	SUBSCRIPTION	16,809.89
127635	CASTILLON D.D.S. LLC, A. BRYCE	INMATE DENTAL	5,900.00
127636	CES&R, LLC	PLOTTING PAPER	189.74
127637	CITY OF ROCK SPRINGS	YAH BUDGET ALLOCATION	24,918.27
127638	CITY OF ROCK SPRINGS	RENT	1,249.36
127639	CLIMB WYOMING	GRANT EXPENSES	16,401.78
127640	DIVIS, DAVID S	TRAVEL	1,246.43
127641	TIMOTHY A EAGLER, ATTORNEY AT LAW LLC	FEES	800.00
127642	ECOLAB INC	SUPPLIES	2,503.08
127643	HALTER'S CLUTTER HUT	TOTE BAGS	6,028.75
127644	HOLIDAY INN EXPRESS & SUITES	LODGING	219.00
127645	JOINT POWERS TELECOM BOARD	FIBER LEASE/INTERNET	40,185.00
127646	KENWORTH SALES COMPANY	PARTS	335.85
127647	LEWIS & LEWIS	ROAD BASE	835,252.49
127648	MAGNET FORENSICS	LICENSE	5,584.50
127649	MEMORIAL HOSPITAL OF SWEETWATER CO	BLOOD DRAWS	490.00
127650	MURDOCH'S RANCH & HOME SUPPLY	PARTS	95.00
127651	NMS LABS	ANALYSIS	604.00
127652	OFFICE SHOP INC	CONTRACT	192.37
127653	PLAN ONE/ARCHITECTS	CONTRACT/GRANT EXPENSES	18,683.60
127654	PROMATIC INC	PARTS	34.48
127655	PT HOSE & BEARING	PARTS	256.63
127656	REDI SERVICES LLC	RESTROOMS	4,700.00
127657	ROCK SPRINGS CHAMBER OF COMMERCE	LUNCHEON	15.00
127658	ROCK SPRINGS, INC.	PARTS	843.73
127659	ROCKY MTN POWER	UTILITIES	8,720.72

127660	SKAGGS COMPANIES INC	BOOTS /PANTS	200.00
127661	SPECIALIZED PATHOLOGY CONSULTANTS, PC	AUTOPSY	1,360.00
127662	STACEY, MARIANNE	TRAVEL	661.10
127663	STAPLES ADVANTAGE - DEPT LA	STOCK	202.16
127664	STATE OF WYOMING	SUBSCRIPTION	118.27
127665	STATEFIRE DC SPECIALTIES LLC	MONITORING	75.00
127666	STRODE FORENSICS PLLC	AUTOPSY	1,110.00
127667	SUMMIT FOOD SERVICE LLC	INMATE MEALS	32,831.22
127668	SWEETWATER CO CLERK DISTRICT COURT	FEE	50.00
127669	SWEETWATER COUNTY FIRE DISTRICT #1	FIRE PROTECTION /SEASONALS	54,952.00
127670	SWEETWATER PLUMBING & HEATING	PARTS	155.75
127671	THE TIRE DEN INC	WHEEL/LABOR	312.85
127672	THE UPS STORE - #3042	SHIPPING	125.76
127673	THOMAS Y. PICKETT & COMPANY INC	CONTRACT	53,000.00
127674	THOMSON REUTERS-WEST PAYMENT CENTER	SUBSCRIPTION	2,549.10
127675	TITAN CONSTRUCTION AND RESTORATION LLC	CONTRACT	133,752.40
127676	TURF EQUIPMENT & AGRONOMICS LLC	PARTS	634.76
127677	VAUGHN'S PLUMBING & HEATING	CONTRACT	304,000.00
127678	WELLS FARGO - 0743	PARTS/TRAINING/REPAIR KIT	1,933.67
127679	WELLS FARGO - 9183	RADIATOR	264.00
127680	WELLS FARGO - 8802	MEALS	36.16
127681	WELLS FARGO - 8778	MEALS	153.23
127682	WESTERN WYOMING BEVERAGES	WATER	243.00
127683	WHITE MOUNTAIN SEWER DISTRICT	UTILITIES	859.60
127684	WORKFORCEQA LLC	PRE-EMPLOYMENT/RANDOMS	220.00
127685	WYOMING SECRETARY OF STATE	NOTARY	60.00
127686	WYOWIFEY SHOPPE	WACO APPETIZERS	2,755.00
		GRAND TOTAL:	3,714,905.04

[SIGNED EAL'S- VAUGHN'S](#) 

[SIGNED EAL'S](#) 

A.3) **Approval of Bonds**

Department: Board of County Commissioners

[Cover Page](#) 

[BONDS.pdf](#) 

[SIGNED BONDS](#)

A.4) **Approval of the Abates/Rebates**

Department: County Assessor

[Cover Page](#) 

[AUGUST 5TH, 2025 ABATES REBATES.pdf](#) 

TAXPAYER	VALUATION
CASTLE ROCK HOSPITAL DISTRICT	-40731
FINALY RESOURCES	-605
	-41336

[SIGNED ABATES REBATES](#)

A.5) **Ratify the CLG Comments on Bureau of Land Management Wyoming's 2025 Fourth Quarter Competitive Oil and Gas Lease Sale Draft Environmental Assessment: DOI-BLM-WY-0000-2025-0002-EA**

Department: Board of County Commissioners

[Cover Page](#) 

[CLG Comments on 2025 Fourth Quarter Proposed OG Lease Sale DraftEA 2.pdf](#) 

A.6) **Request to Restaff Vacant Positions in the Clerk of District Court's Office**

Department: Human Resources

[Cover Page](#) 

[2025.08.05 Clerk of District Court Vacancies.pdf](#) 

[SIGNED REQUEST TO RESTAFF CLERK OF DISTRICT COURT CLERK AND CHIEF DEPUTY](#)

Chairman West requested to amend the consent agenda with the removal of warrant number 127677 from the expenditure approval listing for Vaughn's Plumbing & Heating due to his employment with Vaughn's Plumbing & Heating.

Chairman West entertained a motion to approve the consent agenda as amended. *Island Richards so moved. Mary Thoman seconded the motion.* The motion carried.

Chairman West entertained a motion to approve warrant 127677 to Vaughn's Plumbing & Heating in the amount of \$304,000.00 from the expenditure approval listing. ***Island Richards so moved. Mary Thoman seconded the motion.*** The motion carried with Chairman West abstaining due to his employment with Vaughn's Plumbing & Heating.

COMMISSIONER COMMENTS

9:20- Commissioner Thoman

Department: Board of County Commissioners

[Cover Page](#) 

Commissioner Thoman shared that she attended the National High School Rodeo (NHR) Queen Coronation, and her niece, Taylor Hernandez, was the 1st runner-up in a tight contest among the 43 girls, winning the personality, interview, and appearance categories. Commissioner Thoman reported that she also attended the rodeo reception with local dignitaries, followed by the rodeo later that evening. Commissioner Thoman acknowledged that Sweetwater County may have another opportunity to host the NHR in two years, as the Association will rebid for the event, following the failure of Gillette's proposed special purpose tax vote for additional outdoor facilities.

Commissioner Thoman relayed, on behalf of the Farson residents, appreciation for the road work on Rye Patch and CR 133 and 138 near Eden.

Commissioner Thoman reported on the Library Board, meeting she attended, where they entered into an agreement with Southwest Counseling Service for implementation and administration of an employee assistance program, welcomed new board member Kari Quickenden, noted that there was increased attendance for the library program, and shared that the library is accepting applications for a business manager and construction on the three facilities is progressing well. Commissioner Thoman explained that resident Cleve Holloway had reached out to her to request that the library resubscribe to the Wall Street Journal. Commissioner Thoman explained that Director Lindsey Travis had addressed the issue, stating that pricing had doubled, and due to only two patrons utilizing the paper, she did not feel it was a good use of taxpayer dollars.

Commissioner Thoman reported on the meeting she attended for the Wyoming Colorado River Advisory Committee, sharing the history of the river leading up to the 1922 Colorado River Compact. Commissioner Thoman shared that as 2025 approaches, the expiration of all agreements makes it imperative for the State to find a way to agree moving forward and explained that Wyoming is also looking to mitigate the effects of drought through voluntary conservation efforts.

Commissioner Thoman shared that she attended the Red Desert Rodeo and the Sweetwater County Fair, which included concerts and 4-H events. Commissioner Thoman expressed appreciation to the Events Complex Staff, volunteers, and residents for a great event and a special thanks to the bidders for the 4-H livestock auction.

Commissioner Thoman reported on the Golden Hour Senior Citizen Center Board meeting she attended, where they welcomed new board members Barbara Kendall and Sandy Johnson, discussed amending their by-laws to allow the Chairman to serve two-year terms, and shared that Tata Chemicals granted the Center \$10,000.00 for home-delivered meals and an additional \$2,000.00 to the Center.

Commissioner Thoman shared that she attended the Federal Partners meeting and noted that the Bridger-Teton National Forest cooperators will meet next week to review the Forest Plan Assessment. Commissioner Thoman made a point of noting that Sweetwater County had been excluded from those meetings; however, the Forest Supervisor promised that a meeting would be held in Sweetwater County to share the information.

Commissioner Thoman explained that the County is working on a letter with preferred recommendations to the BLM on the Resource Management Plan.

Commissioner Thoman shared her upcoming schedule.

9:25- Commissioner Richards

Department: Board of County Commissioners

[Cover Page](#) 

Commissioner Richards reported on the meetings he attended to include the Enterprise Committee, the WCCA monthly conference call, the Congressional Tour Planning Group, the Department of Energy, Federal Partners Group, where the RMP Amendment is in a holding pattern awaiting headquarters approval to move forward, and received statistics on the Wild Horse Gather, and the SEDC Board, where they are actively developing a plan to determine how it will operate in the future.

Commissioner Richards further reported that he attended the Southwest Counseling Board and shared that they will unofficially/preliminarily receive the fourth year of the CCBHC grant. Commissioner Richards explained that with the grant, a community needs assessment will be conducted to focus on one or more of nine specific areas. The Southwest Counseling Board has asked the Commission if there are any areas they would like them to focus on.

Commissioner Richards shared that he celebrated Independence Day by hosting a barbecue for family and friends, followed by enjoying the fireworks display put on by the City of Rock Springs at the Events Complex.

Commissioner Richards explained that he met with Human Resource Director Garry McLean to discuss projects he is working on. Commissioner Richards also met with Airport Director Devon Brubaker, where he toured the new airport terminal and received updates.

Commissioner Richards reported that he joined Treasurer Mark Cowan and Land Use Director

Eric Bingham on a tour of the Idaho National Laboratory, and a recap of the tour will be presented later during today's agenda.

Commissioner Richards reported that he joined Chief Deputy County Attorney John DeLeon and Land Use Director Eric Bingham on a trip to Kemmerer for a government-to-government meeting with the Nuclear Regulatory Commission, where they collected comments and answered questions regarding the construction phase of the TerraPower Natrium Plant.

Commissioner Richards shared that he attended Cheyenne Frontier Days, where he had the opportunity to network with elected officials and stakeholders from around the State and visit with Governor Gordon, statewide elected officials, legislative leaders, and business leaders.

Commissioner Richards shared that he set up his business booth at the Events Complex, helped set up the Republican Party's booth, and attended the County Fair. Commissioner Richards shared that his business was a sponsor for Friday night's concert and expressed appreciation to the Events Complex staff, volunteers, board members, participants, and the public who attended, making the Sweetwater County Fair an amazing event.

Commissioner Richards explained that the Congressional Tour will arrive in Sweetwater County on August 6, 2025, where Commissioner Slaughter has invested countless hours in preparation for the tour. Commissioner Richards explained that the Wyoming County Commissioners Association plans a congressional tour across multiple counties every year. This year's tour includes the Counties of Natrona, Fremont, Sweetwater, and Carbon, featuring 15 senior-level congressional staffers from both parties. Commissioner Richards explained that with the assistance of many speakers, including Chairman West and Commissioner Thoman, they will discuss agriculture, oil & gas, coal, the airport, and the RMP. Commissioner Richards shared that a tour of the trona mines, a visit to Buckboard Marina, and some of the Green River Greenbelt trails will be planned for the Staffers. Commissioner Richards reiterated that the idea behind the tours is to allow senior staffers, who are responsible for advising the congress members they work for on how to vote, to have real-world, hands-on experience in our communities.

Commissioner Richards shared his upcoming schedule.

Commissioner Richards shared that he, along with Land Use Director Eric Bingham and Chief Deputy County Attorney John DeLeon, will attend the Dry Piney Helium Industrial Siting MOU meeting with Lincoln County and requested that the Commission authorize him to negotiate the Dry Piney MOU on behalf of Sweetwater County. ***Chairman West so moved. Mary Thoman seconded the motion.*** Following a discussion in which the Commission expressed appreciation to Commissioner Richards for his efforts during the industrial siting process, the motion carried.

9:30- Commissioner Jones

Department: Board of County Commissioners

[Cover Page](#) 

Commissioner Jones reported on the meetings he attended for the Memorial Hospital, including the Buildings and Grounds Committee, where they reviewed progress on the lab expansion and the MOB project, and the Quality Committee, where they reviewed successes and addressed topics for quality improvement processes.

Commissioner Jones reported that he attended the WCCA monthly conference call and expressed the invaluable service they provide to all Wyoming counties, participated in a public meeting put on by the Bridger Teton Forest, where they addressed the land use plan, and the Federal Partners Group, where updates were heard from the Forest Service and the BLM. Commissioner Jones expressed disappointment with the RMP and shared that he had reached out to Washington, D.C., Delegates to see if movement could begin, stressing that sitting and waiting could be detrimental.

Commissioner Jones shared that he attended the National High School Finals Rodeo and applauded the Events Complex Staff and volunteers for their hard work. Commissioner Jones congratulated the rodeo participants who travel to compete and said he was impressed with their overall sportsmanship.

Commissioner Jones shared that he attended Cheyenne Frontier Days, where he had the opportunity to visit with Governor Gordon and various leaders from Wyoming and Utah.

Commissioner Jones shared that he attended the county fair, concerts, and volunteered at the Sweetwater GOP booth. Commissioner Jones applauded the Events Complex Staff for their preparation for the fair season.

Commissioner Jones shared that he attended a Teams call regarding the 250th Celebration of our Great Nation and the SXS/UTV/Jeep/Motorcycle trip that is organized in conjunction with Wyoming State Parks. Commissioner Jones explained that the ride will be open to the public and they will travel from Evanston to the steps of the Cheyenne Capitol, with the hopes of arriving at the Capitol on July 4th. Commissioner Jones noted that the goal is to cross little or no pavement.

9:35- Chairman West

Department: Board of County Commissioners

[Cover Page](#) 

Chairman West reported on the meetings he attended to include the Opioid Committee, where they met with Corona Insite to lay the groundwork for upcoming interviews for the Community Stakeholders relative to the needs assessment, the Young at Heart Senior Citizen Board, where he shared that Chairman Rick Vandersloot has stepped down due to relocating which now leaves a vacancy on the Board and thanked him for his service, the Sweetwater Water Coalition Group, where he shared that they extended the deadline for the Colorado Users Advisory meeting to November 11, 2025, as they await consensus among the different states as they review options; particular to a pilot voluntary conservation program.

Chairman West shared that he attended the National High School Finals Rodeo, where he had the opportunity to provide a speech during the Celebrate 8 event. Chairman West applauded the Events Complex Staff and volunteers who assisted during the National High School Finals Rodeo and looks forward to future events.

Chairman West shared that he has been working with WCCA Director Jerimiah Reiman on the breakaway day during WACO.

Chairman West shared that the Congressional Staffers Tour and dinner will be held on August 6, 2025, followed by a speech on the BLM RMP on August 7, 2025, as the Staffers make their way to Carbon County.

Chairman West shared that he attended the county fair and volunteered at the GOP booth. Chairman West commended the Events Complex staff and volunteers for their tireless efforts.

Chairman West shared his upcoming schedule.

Chairman West read aloud the Public Works report.

Commissioner Slaughter- will be absent

Department: Board of County Commissioners

[Cover Page](#) 

Chairman West explained that Commissioner Slaughter was absent due to being on vacation.

B) ACTION/PRESENTATION ITEMS

B.1) 9:40- New Mill Levies for 2025 Mill Levy Sheet

Department: County Assessor

[Cover Page](#) 

Assessor Dave Divis presented the 2025 Mill Levy Sheet. Following discussion relative to the valuations, Chairman West entertained a motion to approve the Mill Levies for the 2025 sheet as presented. *Island Richards so moved. Taylor C. Jones seconded the motion.* The motion carried.

Assessor Divis addressed the additional requirements and workload placed on the assessor's office for the long-term homeowners' exemption and the homeowners' exemption. Assessor Divis shared the deadline dates to apply and explained that instructions on how to apply or reapply will be placed on the back of homeowners' tax bills, and the assessor's office will also reach out via press and social media to get the information out accordingly.

[Mill Levy Worksheet](#) 

[SIGNED 2025 LEVY WORKSHEET](#)

B.2) [**9:45- Request Approval of Resolution 2025-08-CC-01- a Resolution Approving Wyoming Horse Racing, LLC's Change of Address and Authorizing Wyoming Horse Racing, LLC to Conduct Pari-Mutuel Wagering on Live Horse Racing, Historic Horse Racing, and Simulcast Events at 420 Uinta Drive, Green River, Sweetwater County, Wyoming 82935**](#)

Department: Board of County Commissioners

[Cover Page](#) 

[proposed Sweetwater County Resolution.pdf](#) 

Wyoming Horse Racing, LLC President Nick Hughes presented Resolution 2025-08-CC-01- a Resolution Approving Wyoming Horse Racing, LLC's change of address to 420 Uinta Drive, Green River, Wyoming. Mr. Hughes shared that when they purchased Wyoming Horse Racing, they inherited the location and would like to upgrade to a larger facility to provide better amenities to the patrons. Mr. Hughes shared the history of horse racing, the number of horses racing, the partnership with the community, the amount they have invested in Sweetwater County, and the significant impact on taxes paid to the State, City, and County. Also present were Executive Vice President Pete Liguori and Executive Vice President John Sheldon.

Chairman West clarified, based on an article that was written, that Wyoming Horse Racing, LLC is not moving into the old Green River movie theatre; they are currently operating at 110 Uinta Drive, Green River, Wyoming, and are simply looking to relocate to 420 Uinta Drive to expand and provide more amenities. Mr. Hughes explained that there would be an increase in the number of terminals, but not to exceed the 84 currently permitted. Mr. Hughes further explained that, due to the lack of square footage at the current facility, they currently have 65 terminals, and the new facility would allow them to utilize the full 84 terminals already permitted.

Chairman West explained that after his initial meeting with Wyoming Horse Racing, LLC, his understanding was that they would come before the Commission to explain the transition to the entire Board and would present the resolution approving their change of address, and authorize Wyoming Horse Racing, LLC to conduct pari-mutuel wagering on live horse racing, historic horse racing, and simulcast events at 420 Uinta Drive, Green River, Wyoming, during the August 19, 2025, meeting to seek approval.

Following discussion relative to the procedures of the Wyoming Gaming Commission, their current license vs their amended license, the term of the current resolution, and the satellite facility, the Commission requested that they work with legal counsel to have the county resolution coincide with the permit provided by the Gaming Commission and have prepared for the August 19, 2025, meeting as initially intended.

Commissioner Thoman expressed concern regarding gaming addiction and inquired about how

Wyoming Horse Racing, LLC participates in funding for that issue. Mr. Hughes explained that they are actively involved with the Gaming Commission, and their staff are trained to recognize problematic gambling.

B.3) [9:55- Introduction of School District #2 Superintendent, Scott Cooper](#)

Department: Board of County Commissioners

[Cover Page](#) 

School District #2 Superintendent Scott Cooper introduced himself to the Commission, shared his background, and outlined the programs he has led. Superintendent Cooper expressed his excitement about working in the community that has been so welcoming to him and his family. Superintendent Cooper outlined his 90-day plan, which includes maintaining open lines of communication with stakeholders in the community, revamping the website, and implementing a new curriculum. The Commission welcomed Mr. Cooper to Sweetwater County and expressed appreciation for the introduction.

B.4) [10:05- Sweetwater County Public Salary Disclosure](#)

Department: County Clerk

[Cover Page](#) 

[FY2025 Employee Salary Report with Signature Lines.pdf](#) 

County Clerk Cindy Lane presented, pursuant to Wyoming State Statute 18-3-516 (b), the publication of names, positions, actual wages, and the amount of overtime pay paid to each full-time employee and elected official. Chairman West entertained a motion to approve the 2025 Sweetwater County, Wyoming Public Salary Disclosure as presented.

[SIGNED SWCO PUBLIC SALARY DISCLOSURE](#) 

Taylor C. Jones moved to approve. Mary Thoman seconded the motion. The motion carried.

B.5) [10:10- Break](#)

Department: Board of County Commissioners

[Cover Page](#) 

Chairman West called for a ten-minute break.

B.6) [10:20- Recap of visit to Idaho National Laboratory](#)

Department: Planning and Zoning

[Cover Page](#) 

Public Lands Director Eric Bingham, Treasurer Mark Cowan, and Commissioner Richards provided a recap on their visit to the National Laboratory in Idaho Falls. Mr. Bingham provided a PowerPoint presentation outlining the economic impacts, workforce development, an overview of opportunities, including economic development opportunities for new nuclear deployments, an advanced nuclear workforce ecosystem, and why building a nuclear workforce matters. The Commission expressed appreciation for the recap of their visit to the Idaho National Laboratory (INL) and looks forward to INL providing a presentation.

B.7) [**10:35- Opioid Prescribing in Sweetwater County - The Billion Pill Pledge Program**](#)

Department: Board of County Commissioners

[Cover Page](#) 

[JAAOS Billion Pill Pledge Program.pdf](#) 

[BPP - Flyer \(Counties\) \(2024\).pdf](#) 

[Billion Pill Pledge - 2024 Annual Report.pdf](#) 

Goldfinch Health Representative Patrick Madigan provided statistics outlining that Sweetwater County is still prescribing 73.8 opioids per 100 people, and post-surgery prescription opioids are often the gateway to new addictions. Mr. Madigan shared that while there are tremendous needs for those currently addicted to opioids, the flow of new addictions must be stopped to get ahead of this crisis. Mr. Madigan acknowledged that studies show that when patients who are not currently using opioids are prescribed opioids after a surgery, 6% to 9% will become opioid dependent. The Billion Pill Pledge offers a solution to these challenges by changing how pain is treated and by helping hospitals adopt enhanced recovery protocols.

Chairman West explained that they recently formed an Opioid Committee to determine the best use of the settlement funds, and are contracted with an assessment company that will provide a needs assessment. Chairman West shared that they may lean on Goldfinch Health for their involvement, explaining that there may be a few angles they could utilize for this ongoing tragedy. Mr. Madigan was interested in collaborating to best suit Sweetwater County.

B.8) [**10:50- Approval to Submit a FY 2026 CMAQ Grant Application**](#)

Department: Grants

[Cover Page](#) 

[BOCC 8-5-25 2026 CMAQ.pdf](#) 

Grants Manager Krisena Marchal and Assistant Public Works Director Andy Hooten presented the request to submit a FY2026 CMAQ Grant Application. Chairman West entertained a motion to approve, and authorize the Chairman to sign, Resolution 25-08-GR-01 and related documents for the submission of a Fiscal Year 2026 CMAQ grant application.

[SIGNED FY26 CMAQ GRANT APPLICATION](#) 

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

B.9) [10:55- Award of the Design and Construction Observation Contract for CR#1243 Layos Drive to Inberg-Miller Engineers](#)

Department: Public Works

[Cover Page](#) 

[Letter to BOCC on Layos Drives RFP Award.pdf](#) 

[CONTRACT FOR PROFESSIONAL SERVICES-IME.pdf](#) 

[SWCO RFP Criteria Layos Drive Summary.pdf](#) 

Public Works Director Gene Legerski presented the results of the request for proposal for the Design and Construction Observation Contract for CR#1243, Layos Drive. Chairman West entertained a motion to approve the contract for \$193,875.00 to Inberg-Miller Engineers for the Design and Construction Observation Contract for CR#1243 Layos Drive.

[SIGNED CONTRACT FOR PROFESSIONAL SERVICES- AWARD OF THE DESIGN AND CONSTRUCTION OBSERVATION CONTRACT FOR CR 1243 LAYOS DRIVE TO INBERG-MILLER ENGINEERS](#) 

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

[11:00- EXECUTIVE SESSION](#)

[1. Personnel](#)

[2. Real Estate](#)

Chairman West entertained a motion to enter into an executive session for personnel and real estate matters. *Island Richards so moved. Taylor C. Jones 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 not required. *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: August 19, 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
Additional Information:	
Attachments: EAL Approval Listing 8-19-2025.pdf Commissioners Report 8-19-2025.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 **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

[EAL Approval Listing 8-19-2025.pdf](#)

[Commissioners Report 8-19-2025.pdf](#)

	DATE	AMOUNT	WARRANT #'S	ADVICE #'S
EAL	7/31/2025	190,126.87	127687-127730	47522-47529
EAL	8/7/2025	1,276,274.34	127745-127792	47774-47780
EAL				
EAL				
			Check #	Advice #
Payroll Run		1,879,852.69	127731-127743	47530-47771
Payroll Run		22,204.62	127744	47772-47773
Payroll Run				
TOTAL AMOUNT		\$3,368,458.52		

Vouchers in the above amount are hereby approved and ordered paid this date of 8/19/2025

Keaton D. West, Chairman

Taylor C. Jones, County Commissioner

Island Richards, County Commissioner

Robert D. Slaughter, County Commissioner

Attest:

County Clerk

Mary E. Thoman, County Commissioner

AUGUST 19, 2025

WARRANT NO.s	PAYEE	DESCRIPTION	AMOUNT
127731-127743 & 47530-47771	EMPLOYEES AND PAYROLL VENDORS	PAYROLL RUN	1,879,852.69
127744 & 47772-47773	EMPLOYEES AND PAYROLL VENDORS	PAYROLL RUN	22,204.62
47522	HAMM-HILLS, LAURA J	TRANSCRIPTS	92.40
47523	OPTUM BANK 76411492	CONTRIBUTIONS	1,732.50
47524	OPTUM BANK 76411492	CONTRIBUTIONS	3,404.49
47525	OPTUM BANK 76411492	CONTRIBUTIONS	7,661.80
47526	OPTUM BANK 76411492	CONTRIBUTIONS	112.50
47527	SOUTHWEST COUNSELING SERVICE	GRANT EXPENSES	17,571.79
47528	SWEETWATER COUNTY LIBRARY	NONGRANT EXPENSES	8,723.18
47529	SWEETWATER FAMILY RESOURCE CENTER	GRANT EXPENSES	4,825.00
47774	OPTUM BANK 76411492	CONTRIBUTIONS	1,472.50
47775	OPTUM BANK 76411492	CONTRIBUTIONS	187.50
47776	SOUTHWEST COUNSELING/MENTAL HEALTH	BUDGET ALLOCATIONS	100,000.00
47777	STAFFORD, NANCY	MILEAGE/TONER	767.55
47778	SWEETWATER COUNTY HEALTH BOARD	BUDGET ALLOCATION	54,943.34
47779	SWEETWATER COUNTY LIBRARY	BUDGET ALLOCATION	590,501.66
47780	SWEETWATER TROPHIES AND ENGRAVING	SHIPPING	42.27
127687	ALPHA PETROLEUM SERVICE INC	PARTS/TESTING	3,729.18
127688	ALSCO UNIFORMS	SERVICES	45.98
127689	AT&T MOBILITY	PHONE BILL	2,173.68
127690	BOB BARKER COMPANY INC	COMMISSARY	4,905.65
127691	CAPITAL ONE	BRAKE CLEANERS/TV/MOUNT/INMATE MEALS	277.93
127692	CARDMEMBER SERVICE - 6379	POSTAGE	1,160.65
127693	CENTURYLINK	PHONE BILL	77.66
127694	DAN'S TIRE SERVICE	TIRES	1,227.24
127695	DECKER AUTO GLASS/THE GLASS WAREHOU	DOOR GLASS/WINDSHIELDS	1,118.60
127696	DEPARTMENT OF TRANSPORTATION	PLATES	2.00
127697	ECOLAB INC	CLEANERS	1,409.18
127698	ENBRIDGE GAS UT WY ID	UTILITIES	3,749.63
127699	F B MCFADDEN WHOLESALE COMPANY	STOCK	828.40
127700	FLEETPRIDE	PARTS	30.18
127701	FLOYD'S TRUCK CENTER	PARTS	945.23
127702	GRAINGER	PARTS	843.27
127703	GREEN RIVER ACE HARDWARE	SUPPLIES/BATTERIES/FAN	201.87
127704	HY-KO SUPPLY	STOCK	528.00
127705	IMA INC	FEES	12,793.46
127706	JME FIRE & HOIST PROTECTION INC	INSPECTIONS	1,333.41
127707	KENWORTH SALES COMPANY	PARTS	322.40
127708	LEWIS & LEWIS	ROAD BASE/ASPHALT MIX	20,849.40
127709	MURDOCH'S RANCH & HOME SUPPLY	PART	39.99
127710	NAPA AUTO PARTS UNLIMITED	PARTS	297.18
127711	NET TRANSCRIPTS INC	TRANSCRIPTION	280.24
127712	OFFICE SHOP INC	CONTRACT	287.90
127713	PERETO HEALTH LLC	COST MANAGEMENT	784.00
127714	PILOT BUTTE BROADCASTING	ADS	300.00

127715	PT HOSE & BEARING	PARTS	506.96
127716	QUILL CORPORATION	TONER	476.06
127717	ROCK SPRINGS ACE HARDWARE	SUPPLIES	99.95
127718	ROCKY MTN POWER	UTILITIES	14,939.63
127719	RON'S ACE RENTALS	PARTS	80.40
127720	S & L INDUSTRIAL	CONTRACT	11,124.50
127721	SKAGGS COMPANIES INC	BOOTS/UNIFORMS/PATCHES/ALTERATIONS	1,123.85
127722	STAPLES ADVANTAGE - DEPT LA	STOCK	290.80
127723	SWEETWATER CO CHILD DEVELOPMENT CENTER	REIMBURSEMENT	16,104.88
127724	THE MASTER'S TOUCH LLC	POSTAGE/POSTCARDS	835.56
127725	THE TIRE DEN INC	REPAIRS/ALIGNMENT/TIRES	1,205.50
127726	WAXIE SANITARY SUPPLY	STOCK	632.40
127727	WILLIAM H SMITH & ASSOCIATES INC	CONTRACT	29,783.48
127728	WYLIE CONSTRUCTION INC	EXCAVATOR	5,165.00
127729	WYOLECTRIC INC	REPAIRS	900.00
127730	WYOMING MACHINERY COMPANY	PARTS	2,191.93
127745	ADVANCED NETWORK MANAGEMENT INC	SUBSCRIPTION	10,238.18
127746	ALSCO UNIFORMS	SERVICES	45.98
127747	AMAZON CAPITAL SERVICES INC	SCREEN PROTECTORS/FILE BOXES/STAPLE REMOVER/CLOCK/CABLES/LABELS/TOOLS/FOLDERS/PAPER/CLEANSER/FILE ORGANIZERS/FOLDERS/PHONE ACCESSORIES, WEBCAM	857.12
127748	AT&T MOBILITY	PHONE BILL	47.92
127749	BOYS 'N BERRYS LLC	TOOLS	21.95
127750	BRIDGER VALLEY ELECTRIC ASSN	UTILITIES	302.87
127751	CAPITAL BUSINESS SYSTEMS INC	CONTRACT	194.78
127752	WALMART COMMUNITY-PURCHASING	COFFEE	505.44
127753	CARDMEMBER SERVICE - 6379	POSTAGE	1,111.35
127754	CENTURYLINK	PHONE BILL	1,677.05
127755	CITY OF GREEN RIVER	UTILITIES	3,444.72
127756	COPIER & SUPPLY CO INC	CONTRACTS	4,081.35
127757	ENBRIDGE GAS UT WY ID	UTILITIES	12.67
127758	GREEN RIVER STAR	ADS	10,695.00
127759	HOMAX OIL SALES INC	DEF/NOAT/GUARDOL/GREASE/FUEL	23,511.70
127760	JAEI JOHNSON	MILEAGE	145.60
127761	JME FIRE & HOIST PROTECTION INC	PARTS	23.46
127762	KENWORTH SALES COMPANY	PARTS	819.51
127763	LEWIS & LEWIS	ASPHALT MIX	41,612.16
127764	LOPEZ, STEPHANIE J	TRANSCRIPTS	73.75
127765	MATTHEW BENDER & CO INC	RULE BOOKS	777.36
127766	MOUNTAINLAND SUPPLY COMPANY	WATER HEATER/VENTS/PIPES	2,207.46
127767	PINEDALE ROUNDUP ROUGHNECK	AD	156.00
127768	PLAINSMAN PRINTING & SUPPLY	CASEBINDERS	889.64
127769	PT HOSE & BEARING	PARTS	1,599.99
127770	QUILL CORPORATION	STOCK	133.43
127771	REAL KLEEN JANITORIAL	CLEANERS	884.85
127772	ROCK SPRINGS ACE HARDWARE	SUPPLIES	9.57
127773	ROCK SPRINGS MUNICIPAL UTILITY	UTILITIES	9,692.90
127774	ROCKY MTN POWER	UTILITIES	967.13
127775	ROTECH HEALTHCARE INC.	INMATE MEDICAL	62.42
127776	SHADOW MOUNTAIN WATER OF WYOMING INC	RENTAL	13.50

127777	SIDELINE COLLECTIONS INC	RANDOMS	375.00
127778	SMYTH PRINTING INC	ENVELOPES/NOTARY STAMPS	5,243.95
127779	SUMMIT FIRE & SECURITY LLC	REPAIR	555.00
127780	SWEETWATER COUNTY FAIR	BUDGET ALLOCATION	328,828.50
127781	SWEETWATER COUNTY FIRE DISTRICT #1	FIRE PROTECTION	3,950.00
127782	SWEETWATER COUNTY MUSEUM	BUDGET ALLOCATION	58,333.34
127783	TERMINIX OF WYOMING	SERVICE	341.00
127784	TOWN OF WAMSUTTER	UTILITIES	40.00
127785	TURF EQUIPMENT & AGRONOMICS LLC	PARTS	963.53
127786	TYNSKY LAW OFFICE PC - ASSIGNOR	FEES	737.50
127787	UNION TELEPHONE COMPANY INC	PHONE BILL	50.71
127788	VONAGE BUSINESS	PHONE BILL	1,199.03
127789	WEST SIDE SEWER DISTRICT	UTILITIES	7,176.00
127790	WYOMING DEPARTMENT OF	UNEMPLOYMENT INSURANCE	810.12
127791	WYOMING RETIREMENT SYSTEM	INTEREST	26.34
127792	WYOMING WASTE SERVICES	UTILITIES	2,912.69
		GRAND TOTAL:	3,368,458.52



MEETING REQUEST FORM

Meeting Date Requested: August 19, 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: 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: BONDS.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

[BONDS.pdf](#)

Approval of Bonds
OFFICIAL BOND AND OATH
08-19-25

<u>NAME</u>	<u>OFFICE</u>	<u>BOND AMOUNT</u>
MICHAEL BOODLEMAN	EDEN VALLEY SOLID WASTE DISPOSAL DISTRICT	\$10,000.00
SCOTT JOHNSON	E EDEN VALLEY SOLID WASTE DISPOSAL DISTRICT	\$10,000.00
RONALD KOBBE	EDEN VALLEY SOLID WASTE DISPOSAL DISTRICT	\$10,000.00
ALAN THORNTON	TOWN OF BAIROIL- COUNCIL MEMBER/MAYOR PRO TEM	\$75,000.00
JENNIFER VEGORS	SWCO LIBRARY SYSTEM	\$10,000.00

THE BOARD OF COUNTY COMMISSIONERS
FOR SWEETWATER COUNTY, WYOMING

Keaton D. West, Chairman

Taylor C. Jones

ATTEST:

Island Richards, Commissioner

Cynthia L. Lane, County Clerk

Robert D. Slaughter, Commissioner

Mary E. Thoman, Commissioner

Eden Valley Solid Waste Disposal District
P.O. Box 232
Farson, WY 82932

August 7, 2025

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

RE: Bonds

To whom it may concern:

Please find enclosed the bonds for the following board members:

Chairman:	Scott Johnson Farson, WY 82932
Vice-Chairman:	Ronald Kobbe Farson, WY 82932
Secretary/Treasurer	Michael Boodleman Farson, WY 82932

If you need anything else please give me a call at 307-751-8566.

Sincerely,



Josie Harns
Bookkeeper

Wyoming



Western Surety Company

OFFICIAL BOND AND OATH

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 66747799That we Michael Boodleman,of Farson, Wyoming, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Wyoming, as Surety, are held and firmly boundunto Eden Valley Solid Waste, the State of Wyoming, in the penalsum of Ten Thousand and 00/100 DOLLARS (\$ 10,000.00), to which payment well and truly to be made, we bind ourselves and our legal representatives, jointly and severally, firmly by these presents.Dated this 22nd day of July, 2025.

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

Principal was duly elected, to the office of Secretary/Treasurerin the of Eden Valley Solid Waste,and State aforesaid for the term beginning July 5th, 2025, and endingJuly 5th, 2026.

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



Michael Boodleman
Principal

WESTERN SURETY COMPANY

By Larry Kasten
Larry Kasten, Vice President

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA }
County of Minnehaha } ss

On this 22nd day of July, 2025, before me, appeared

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



My Commission Expires August 11, 2028

S. Petrik
Notary Public

OATH OF OFFICE

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

Michael Boodleman

State of Wyoming

County of Sweetwater } ss



This Oath of Office was subscribed and sworn to before me by Michael Boodleman on this 6th day of August, 2025.
My commission expires:

Josie Harns
Notary Public, Wyoming

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF WYOMING }
County of Sweetwater } ss

On this 6th day of August, 2025, before me, personally appeared

Michael Boodleman, to me known to be the person described in and who executed the foregoing instrument as Principal, and acknowledged that the same was executed as his free act and deed.

My commission expires

December 18, 2028

Josie Harns
Notary Public, Wyoming



Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

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

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

One Secretary/Treasurer Eden Valley Solid Waste

bond with bond number 66747799

for Michael Boodleman

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

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

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

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

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

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its
Vice President with the corporate seal affixed this 22nd day of July,
2025.

ATTEST

L. Bauder

L. Bauder, Assistant Secretary



WESTERN SURETY COMPANY

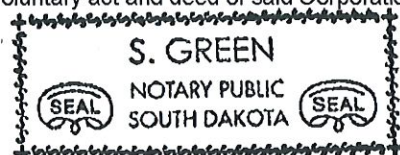
Larry Kasten

Larry Kasten, Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 22nd day of July, 2025, before me, a Notary Public, personally appeared
Larry Kasten and L. Bauder

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



My Commission Expires February 12, 2027

S. Green

Notary Public

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



Wyoming



Western Surety Company

OFFICIAL BOND AND OATH

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 64737442That we Scott Johnson,

of Farson, Wyoming, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Wyoming, as Surety, are held and firmly bound

unto Eden Valley Solid Waste Disposal District, the State of Wyoming, in the penal

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

Dated this 22nd day of July, 2025.

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

Principal was duly elected, to the office of Chairman

in the Eden Valley Solid Waste Disposal District,

and State aforesaid for the term beginning July 10th, 2025, and ending

July 10th, 2026.

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



Scott Johnson

Principal

WESTERN SURETY COMPANY

By Larry Kasten

Larry Kasten, Vice President

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA }
County of Minnehaha } ss

On this 22nd day of July, 2025, before me, appeared

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

S. PETRIK
NOTARY PUBLIC
SOUTH DAKOTA
My Commission Expires August 11, 2028

S. Petrik
Notary Public

OATH OF OFFICE

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

Scott Johnson

State of Wyoming }
County of Sweetwater } ss

JOSIE HARNS
Notary Public - State of Wyoming
Commission ID 157172
My Commission Expires DEC 18, 2028

This Oath of Office was subscribed and sworn to before me by Scott Johnson
on this 6th day of August, 2025
My commission expires:

Josie Harns
Notary Public, Wyoming

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF WYOMING }
County of Sweetwater } ss

On this 6th day of August, 2025, before me, personally appeared

Scott Johnson, to me known to be the person described in and who executed the foregoing instrument as Principal, and acknowledged that the same was executed as his free act and deed.

My commission expires

December 18, 2028

Josie Harns
Notary Public, Wyoming

JOSIE HARNS
Notary Public - State of Wyoming
Commission ID 157172
My Commission Expires DEC 18, 2028

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

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

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

One Chairman Eden Valley Solid Waste Disposal District

bond with bond number 64737442

for Scott Johnson

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

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

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

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

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

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President with the corporate seal affixed this 22nd day of July, 2025.

ATTEST

L. Bauder
L. Bauder, Assistant Secretary



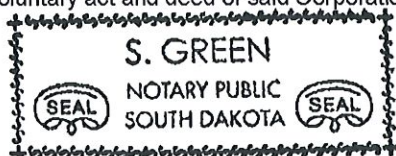
WESTERN SURETY COMPANY

Larry Kasten
Larry Kasten, Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 22nd day of July, 2025, before me, a Notary Public, personally appeared Larry Kasten and L. Bauder

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



My Commission Expires February 12, 2027

S. Green
Notary Public

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



Wyoming



Western Surety Company

OFFICIAL BOND AND OATH

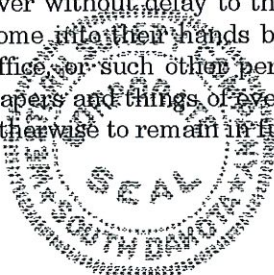
KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 65588129That we Ronald Kobbe,of Farson, Wyoming, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Wyoming, as Surety, are held and firmly boundunto Eden Valley Solid Waste District, the State of Wyoming, in the penalsum of Ten Thousand and 00/100 DOLLARS (\$ 10,000.00), to which payment well and truly to be made, we bind ourselves and our legal representatives, jointly and severally, firmly by these presents.Dated this 22nd day of July, 2025.

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

Principal was duly elected, to the office of Vice Chairmanin the of Eden Valley Solid Waste District,and State aforesaid for the term beginning July 7th, 2025, and endingJuly 7th, 2026.

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


Ronald Kobbe

Principal

WESTERN SURETY COMPANY

By

Larry Kasten

Larry Kasten, Vice President

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA }
County of Minnehaha } ss

On this 22nd day of July, 2025, before me, appeared

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



My Commission Expires August 11, 2028

S. Petrik

Notary Public

OATH OF OFFICE

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

Ronald Kobbe

State of Wyoming

County of Sweetwater } ss



This Oath of Office was subscribed and sworn to before me by Ronald Kobbe on this 16th day of August, 2025.
My commission expires:

Josie Harns

Notary Public, Wyoming

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF WYOMING }
County of Sweetwater } ss

On this 16th day of August, 2025, before me, personally appeared

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

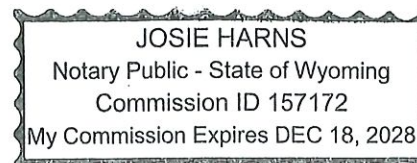
his free act and deed.

My commission expires

December 18, 2028

Josie Harns

Notary Public, Wyoming



Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

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

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

One Vice Chairman Eden Valley Solid Waste District

bond with bond number 65588129

for Ronald Kobbe

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

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

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

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

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

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its
Vice President with the corporate seal affixed this 22nd day of July,
2025.

ATTEST

L. Bauder

L. Bauder, Assistant Secretary

WESTERN SURETY COMPANY

By

Larry Kasten

Larry Kasten, Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 22nd day of July, 2025, before me, a Notary Public, personally appeared
Larry Kasten and L. Bauder

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



S. Green

Notary Public

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



Wyoming



Western Surety Company

OFFICIAL BOND AND OATH

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 67220431That we Alan Thornton,of Bairoil, Wyoming, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Wyoming, as Surety, are held and firmly boundunto Town of Bairoil, the State of Wyoming, in the penalsum of Seventy Five Thousand and 00/100 DOLLARS (\$ 75,000.00), to which payment well and truly to be made, we bind ourselves and our legal representatives, jointly and severally, firmly by these presents.Dated this 24th day of July, 2025.

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

Principal was duly appointed, to the office of Council Member/Mayor Pro Temin the Town of Bairoil,and State aforesaid for the term beginning September 8th, 2025, and endingSeptember 8th, 2026.

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



Principal

WESTERN SURETY COMPANY

By Larry Kasten, Vice President

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA }
County of Minnehaha } ss

On this 24th day of July, 2025, before me, appeared

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



My Commission Expires August 11, 2028

S. Petrik
Notary Public

OATH OF OFFICE

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

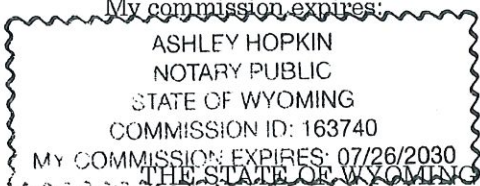
Alan Thornton

State of Wyoming }
County of Sweetwater } ss

This Oath of Office was subscribed and sworn to before me by Alan Thornton
on this 30th day of July, 2025

My commission expires:

Ashley Hopkin
Notary Public, Wyoming



ACKNOWLEDGMENT OF PRINCIPAL

County of Sweetwater } ss

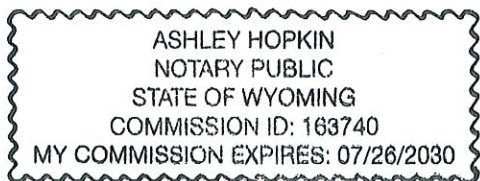
On this 30th day of July, 2025, before me, personally appeared

Alan Thornton, 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 himself free act and deed.

My commission expires

July 26, 2030

Ashley Hopkin
Notary Public, Wyoming



Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

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

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

One Council Member/Mayor Pro Tem Town of Bairoil

bond with bond number 67220431

for Alan Thornton

as Principal in the penalty amount not to exceed: \$ 75,000.00.

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

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

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

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

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President with the corporate seal affixed this 24th day of July, 2025.

ATTEST

L. Bauder

L. Bauder, Assistant Secretary



WESTERN SURETY COMPANY

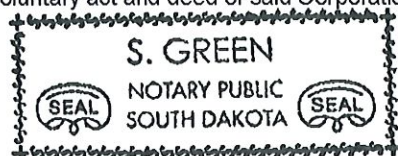
Larry Kasten

Larry Kasten, Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 24th day of July, 2025, before me, a Notary Public, personally appeared
Larry Kasten and L. Bauder

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



S. Green

Notary Public

My Commission Expires February 12, 2027

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



Wyoming



Western Surety Company

OFFICIAL BOND AND OATH

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 67566652That we Jennifer Vegors

of Green River, Wyoming, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Wyoming, as Surety, are held and firmly bound

unto Sweetwater County Library System, the State of Wyoming, in the penal

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

Dated this 23rd day of July, 2025.

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

Principal was duly Elected, to the office of Treasurer

in the Sweetwater County Library System

and State aforesaid for the term beginning July 22nd, 2025, and ending

July 22nd, 2026.

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



Principal

WESTERN SURETY COMPANY

By

Larry Kasten, Vice President

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA }
County of Minnehaha } ss

On this 23rd day of July, 2025, before me, appeared

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

S. PETRIK
NOTARY PUBLIC
SOUTH DAKOTA
My Commission Expires August 11, 2028

S. Petrik

Notary Public

OATH OF OFFICE

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

[Signature]
State of Wyoming }
County of Sweetwater } ss

This Oath of Office was subscribed and sworn to before me by Jennifer Vegors
on this 29 day of July, 2025
My commission expires:

Heidi J. Munoz
Notary Public, Wyoming

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF WYOMING }
County of Sweetwater } ss

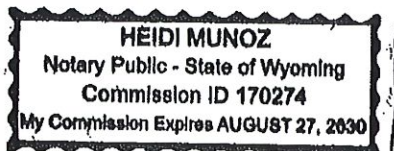
On this 29 day of July, 2025, before me, personally appeared

Jennifer Vegors, to me known to be the person described in and who executed the foregoing instrument as Principal, and acknowledged that the same was executed as her free act and deed.

My commission expires

August 27, 2030

Heidi J. Munoz
Notary Public, Wyoming



Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

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

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

One Treasurer Sweetwater County Library System

bond with bond number 67566652

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

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

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

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

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

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its
Vice President with the corporate seal affixed this 23rd day of July,
2025.

ATTEST

L. Bauder
L. Bauder, Assistant Secretary

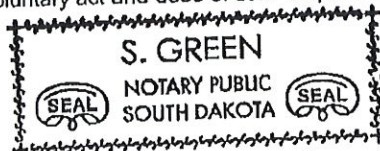
WESTERN SURETY COMPANY

Larry Kasten
Larry Kasten, Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 23rd day of July, 2025, before me, a Notary Public, personally appeared
Larry Kasten and L. Bauder

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



My Commission Expires February 12, 2027

S. Green

Notary Public

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



MEETING REQUEST FORM

Meeting Date Requested: August 19, 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: 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: 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”.

- 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

[MONTHLY REPORTS.pdf](#)

Approval of Monthly Reports
8-19-25

1. **COUNTY CLERK**
2. **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:

Island Richards, Commissioner

Cynthia L. Lane, County Clerk

Robert D. Slaughter, Commissioner

Mary E. Thoman, Commissioner

MONTHLY STATEMENT

Statement of the Earnings of Collections of CYNTHIA L LANE COUNTY CLERK within and for the County of Sweetwater, State of Wyoming, for the month ending July 2025 and reported to the Board of County Commissioners of said County.

COUNTY CLERK			
Recording Fees		11,371.00	
Marriage Licenses		840.00	
Chattel Mortgages		11,804.00	
Motor Certificates of Title	(1677 /TITLES)	25,155.00	23,478.00
iDoc Market Subscriptions		1,341.00	
Miscellaneous Receipts		1,622.50	
Total Receipts			52,133.50
	Abandoned Vehicle		(1,677.00)
			50,456.50

STATE OF WYOMING)
) ss.
 COUNTY OF SWEETWATER)

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

Witness my hand and seal this 04 day of August 2025

/s/ Cynthia L. Lane

COUNTY CLERK

Donna Wardell

DEPUTY

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

Chairman

Commissioner

Commissioner



Monthly Statement

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

July 31, 2025

Reported to the Board of County Commissioners of said County.

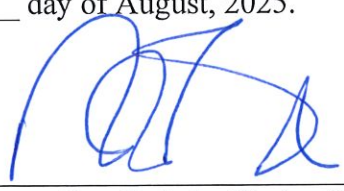
<u>CIVIL FEES</u>	\$212.91
Code: DC	
<u>BOND FORFIETED</u>	\$0.00
Code: FO	
<u>CRIMINAL FINES/COSTS</u>	\$9,345.69
Code: CF	
 TOTAL EARNINGS	 \$9,558.60
 TOTAL REMITTED.....	 \$9,558.60

Clerk of District Court Check # 25294

STATE OF WYOMING
COUNTY OF SWEETWATER

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

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



Donna Lee Bobak, Clerk of District Court



MONTHLY STATEMENT

Statement of the Earnings or Collections of John M Grossnickle Jr
 as Sheriff within and for the County of Sweetwater
 State of Wyoming, for the month ending July 31st, 2025, and reported to the
 Board of County Commissioners of said County.

COUNTY CLERK,	Recording Fees,		
	Marriage Licenses,		
	Chattel Mortgages,		
	Motor Certificates of Title,		
	Sale of County Property,		
	Miscellaneous Receipts,		
	Total Receipts,		
CLERK, DISTRICT COURT,	Civil Fees,		
	Probate Fees,		
	Criminal fines and Costs,		
	Miscellaneous Fees,		
	Total Earnings,		
SHERIFF,		7976	67
ASSESSOR,			
.....			
.....			
.....			
.....			

STATE OF WYOMING)
)ss.
 County of Sweetwater)

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

WITNESS my hand and seal this 31st day of July, 2025.

John M Grossnickle Jr
John M Grossnickle Jr



MEETING REQUEST FORM

Meeting Date Requested: August 19, 2025	Contact Phone and E-mail: 307-872-3910/swchr@sweetwatercountywy.gov
Presenters Name, Title and Name of Organization: HR	Exact Wording for Agenda: Request Approval to Restaff Vacant Position in Clerk's Office
Preference of Placement on Agenda & Amount of Time Requested for Presentation: Consent Agenda	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: Accounting Clerk.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

[Accounting Clerk.pdf](#)

Sweetwater County Request to Restaff - Cost Summary Sheet

Board Meeting Date: 8/19/2025

Department: County Clerk's Office

Position: Accounting Clerk

Vacancy Date: 8/20/2025

Reason for Vacancy: Employee resignation

We are requesting to restaff position full time with

Department Request: benefits

Anticipated Restaff Date: 9/15/2025

Accounting Clerk			
	Previous Costs to Staff Position	Anticipated Costs to Staff Position	
Job Title	Accounting Clerk I	Accounting Clerk I - Entry level	
Full-time/Part-time	Full-time	Full-time	
Hire Date	7/8/2024	9/15/2025	
Grade	14	12	
Step	2	2	Net difference
Monthly Salary	\$4,539.51	\$4,116.59	-\$422.92
Retirement	\$845.26	\$766.51	-\$78.75
Health Insurance	\$1,453.14	\$3,441.94	\$1,988.80
LTD	\$14.44	\$13.09	-\$1.34
FICA	\$347.27	\$314.92	-\$32.35
Workers Comp	\$19.97	\$18.11	-\$1.86
Total Benefits	\$2,680.08	\$4,554.57	\$1,874.49
Total Monthly Cost of Employment	\$7,219.59	\$8,671.16	\$1,451.57
Total Annual Cost of Employment	\$86,635.07	\$104,053.94	\$17,418.88

Benefits

Net Difference

\$17,418.88

Potential increase due to Health Insurance
Coverage

Notes:

*Entry level rate of pay is referenced above at Grade 12, step 2, \$49,399.08, annually. Potentially staffing at the lateral entry rate of pay which would be Grade 14, step 5, \$59,528.40.

*Insurance is anticipated at a family level; former employee was enrolled in Employee + Spouse coverage, under the Spousal HRA.

Brenda Rael

8/8/2025

Reviewed by HR Representative (signature)

Date

Cynthia L. Lane

8/8/2025

Reviewed by Department Head/Elected Official (signature)

Date

Commission Chair (signature)

Date



MEETING REQUEST FORM

Meeting Date Requested: August 19, 2025	Contact Phone and E-mail: 307-872-3910/swchr@sweetwatercountywy.gov
Presenters Name, Title and Name of Organization: HR	Exact Wording for Agenda: Request Approval to Restaff Vacant Position in Sheriff's Office
Preference of Placement on Agenda & Amount of Time Requested for Presentation: consent agenda	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: Patrol Deputy.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

[Patrol Deputy.pdf](#)



MEETING REQUEST FORM

Meeting Date Requested: August 19, 2025	Contact Phone and E-mail: 307-872-3897
Presenters Name, Title and Name of Organization: Commissioner Mary Thoman	Exact Wording for Agenda: Ratify the Coalition of Local Governments' Comments on the USDA's Interim Final Rule for Removal of National Environmental Policy Act Implementing Regulations (USDA-2025-0008)
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? 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: CLG Comments re USDA Interim Rule Modifying NEPA Implementing Regulations 1.doc	

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

[CLG Comments re USDA Interim Rule Modifying NEPA Implementing Regulations 1.doc](#)



COALITION OF LOCAL GOVERNMENTS

1689 COUNTY ROAD 263
FORT BRIDGER, WY 82933

COUNTY COMMISSIONS FOR LINCOLN, SWEETWATER, AND UINTA - WYOMING, AND DAGGETT-UTAH;
AND CONSERVATION DISTRICTS FOR LINCOLN, LITTLE SNAKE, STAR VALLEY, SUBLETTE, SWEETWATER,
AND UINTA - WYOMING

July 30, 2025

VIA ERULEMKING PORTAL

U.S. Department of Agriculture
1400 Independence Ave. SW
Washington, DC 20250-0108

Re: Coalition of Local Governments' Comments on the USDA's Interim Final
Rule for Removal of National Environmental Policy Act Implementing
Regulations (USDA-2025-0008)

To Whom It May Concern,

The Coalition of Local Governments (Coalition) submits these comments on the United States Department of Agriculture's (USDA) interim final rule to modify its National Environmental Policy Act (NEPA) implementing regulations. 90 Fed. Reg. 29632 (July 3, 2025). The Coalition supports revisions to USDA's regulations to the extent such revisions are consistent with NEPA as amended by the Fiscal Responsibility Act of 2023 (FRA), the direction from Executive Order 14154: *Unleashing American Energy*, the Council of Environmental Quality's (CEQ) rescission of its NEPA implementing regulations (90 Fed. Reg. 10610 (Feb. 25, 2025)) and subsequent guidance, and recent Supreme Court decisions. However, as detailed below, the Coalition has some specific concerns regarding the direction of how federal agencies, including the USDA, will be implementing their NEPA obligations.

The Coalition is a voluntary association of local governments organized under the laws of the State of Wyoming and Utah to educate, guide, and develop public land policy in the affected counties. Wyo. Stat. §§ 11-16-103, 11-16-122, 18-5-201; Utah Code § 17-27a-102(1)(a). Coalition members include Lincoln County, Sweetwater County, Uinta County, Daggett County, Lincoln Conservation District, Sweetwater County Conservation District, Uinta County Conservation District, Sublette County Conservation District, Little Snake River Conservation District, and Star Valley Conservation District.

The Coalition serves many purposes for its members, including the protection of vested rights of individuals and industries dependent on utilizing and conserving existing resources and public lands, the promotion and support of habitat improvement, the funding of scientific studies addressing federal land use plans and projects, and providing comments on behalf of members for the educational benefit of those proposing federal

land use plans and land use projects. The Coalition members have a long history of working alongside federal agencies as cooperating agencies during the NEPA process for proposed projects and plan revisions impacting federal resources and lands. They provide their special expertise during the process and ensure there is consistency between federal land use planning and local land and resource plans.

I. Reliance on USDA Agency Non-Binding Guidance

The Coalition generally supports the general USDA regulations that will be found at 7 C.F.R. § 1b because they are generally consistent with NEPA. *But see* Section II, *infra*. However, the Coalition is concerned about consistency across all agencies regarding NEPA implementation. For example, the Department of Interior (DOI) is proposing to remove most NEPA procedures from the Code of Federal Regulations (C.F.R.) and over to agency handbooks or guidance documents. *See* 90 Fed. Reg. 29498. In addition, the USDA agencies will be able to issue agency-specific procedures through guidance documents. 90 Fed. Reg. at 29635. Reliance on guidance documents may lead to a lack of uniformity, where each agency has its own interpretation of key terms (e.g., “major federal action” or “cooperating agencies”), which then risks inconsistent NEPA application across agencies. Courts may then get involved in scrutinizing interagency projects where different standards may be applied.

In addition, guidance is not legally binding under the Administrative Procedure Act (APA), making it easier for agencies to modify procedures without notice-and-comment rulemaking. Courts may find such guidance could be inconsistent with NEPA and FRA’s statutory mandates if guidance deviates from statutory requirements. As guidance is updated, greater discretion could also lead to inconsistent application and more NEPA challenges based on arbitrary and capricious arguments.

USDA had kept the majority of its NEPA implementing procedures within the regulations and the Coalition encourages other federal agencies do the same. The one thing that the previous CEQ regulations did provide, and that is consistency in how all federal agencies applied NEPA procedures, and that should continue.

II. Limits on Cooperating Agency and Public Participation

The Coalition can appreciate the desire to make the NEPA process more efficient and to reduce the amount of time that federal agencies can spend on developing and analyzing environmental impacts. The FRA also introduced page limits and deadlines which reduce Environmental Impact Statement (EIS) and Environmental Assessment (EA) preparation time. However, compressed timelines may limit opportunities for meaningful public comment and interagency coordination. The impact is already being seen within USDA’s regulations, which take steps to further reduce cooperating agencies roles and public input. This is not consistent with what NEPA requires.

NEPA requires lead agencies to “consult with and obtain the comments of any Federal agency which has jurisdiction by law or special expertise with respect to any environmental impact involved” prior to making any detailed environmental statement. 42 U.S.C. § 4332(C). It also requires that the comments and views of Federal, state, and local agencies, which are authorized to develop and enforce environmental standards, are made available and accompany any proposal through the agency review process. *Id.* NEPA further directs the lead agency of the review process to (1) “request the participation of each cooperating agency at the *earliest practicable time*,” (2) “in preparing an environmental document, give consideration to *any analysis or proposal created by a cooperating agency*,” and (3) “*develop a schedule, in consultation with each cooperating agency*, the applicant, and such other entities as the lead agency determines appropriate, for completion of any environmental review, permit, or authorization required to carry out the proposed agency action.” 42 U.S.C. § 4336a(2)(B), (C), (D) (emphasis added). NEPA recognizes the importance of cooperating agencies and the need to involve them through the environmental review process.

USDA’s regulations diminish the cooperating agency role and fail to provide any substantive explanation of their roles during the environmental review process. The regulations for EAs do not even recognize the role of cooperating agency nor provide any opportunity for cooperating agency involvement. *See* 7 C.F.R. § 1b.5. This is inconsistent with NEPA, which makes it clear that cooperating agencies are to be involved at the “earliest practicable time” and have input in preparing *any* “environmental document” or “environmental review.” A cooperating agency’s role is not limited to only the development of an EIS. 42 U.S.C. § 4336a(2)(B), (C), (D). USDA must recognize the importance of including cooperating agencies when developing an EA as well.

While the USDA does at least acknowledge cooperating agencies in the EIS regulations, 7 C.F.R. § 1b.7, there is no discussion on the cooperating agency role in the process or clear direction of when cooperators will participate in the environmental review process. Previous regulations encouraged early coordination with cooperating agencies consistent with NEPA, and some have gone as far as specifically describing their roles, such as participating in developing the purpose and alternatives for the analysis. Even the CEQ’s recent guidance states that agencies’ procedures should “establish protocols for engaging with State, Tribal, territorial, and local government agencies.” CEQ Memorandum, *Implementation of the National Environmental Policy Act*, at 6 (Feb. 19, 2025). The USDA regulations only state that it “will request the comments” of “State, Tribal, and local agencies,” with the “process of obtaining and requesting comments ... undertaken at any time that is determined reasonable.” 7 C.F.R. § 1b.7(d)(1)(ii), (d)(3). This is simply insufficient and does not comply with NEPA nor meet the intent of the cooperating agency’s role in the process.

The cooperating agency role is an important aspect of the environmental review process and is intended to help the process by including additional and relevant support and data relevant to the analysis. It also intended to provide additional coordination and consistency across multiple federal, state, tribal, and local government agencies on the

projects that almost always require some level of approval and/or permitting from multiple agencies. USDA’s procedure revisions are intended to align with NEPA and the guidance from the President and recent Supreme Court decisions, with the ultimate goal of “making review under it faster, more flexible, and more efficient.” 90 Fed. Reg. at 29634. The Coalition can support this goal, but it cannot be completed at the expense of meaningful coordination and cooperation with interested federal, state, tribal, and local agencies. Federal agencies should be relying upon the cooperating agencies to help make the review and analysis faster and more efficient, and ultimately more defensible to legal challenges due to the reliance on reliable data and resources from multiple sources/agencies. *See* 42 U.S.C. § 4332(D), (E).

In addition, there is an equal concern about the reduced opportunities for public comments during the environmental review process. If an additional concern is delay and litigation over the NEPA process and analysis, then the USDA should not be excluding the public from being involved in the process. 90 Fed. Reg. at 29632 (*citing Seven Cnty. Infrastructure Coalition v. Eagle Cnty.*, 145 S. Ct. 1497, 1513-14 (2025)). USDA’s regulations do not provide for any opportunity for the public to comment on an EA. *See* 7 C.F.R. § 1b.5. The regulations even discourage the publication of a notice of intent to prepare an EA by stating it is the “exception rather than the norm and should only be done for those proposals that are of a more complex scope or scale.” 7 C.F.R. § 1b.5(e)(3). In most cases, the public will only become aware that an EA for a project is even occurring when the final EA is published on the USDA website. 7 C.F.R. § 1b.5(f). The USDA regulations at least provide an opportunity to comment on the notice of intent of the preparation of an EIS. 7 C.F.R. § 1b.7(b)(1)(viii). But it otherwise does not require any other comment period (*see* 90 Fed. Reg. at 29637 (“publication of a draft EIS is no longer required)) and only states that a lead agency “*may* request the comments of . . . the public.” 7 C.F.R. § 1b.7(d)(2)(iv) (emphasis added).

Excluding the public from reviewing and commenting on EAs and EISs will only result in additional litigation. The Coalition understands and supports improving the NEPA process by reducing timelines and encouraging efficiency, but public involvement is still important to the process.

III. Categorical Exclusion Expansion Risk

The Coalition generally supports the use of categorical exclusions (CEs) for those projects that will not have a significant impact on the environment. The Coalition only cautions against the over expansive use of CEs as the primary regulatory NEPA mechanism. An over-reliance on CEs without additional environmental review could trigger additional litigation claiming unlawful segmentation or improper CE use.

The Coalition appreciates the opportunity to comment and looks forward to continued opportunities to comment as the USDA and other federal agencies develop and/or revise their own NEPA implementing procedures.

July 28, 2025

Page 5

Sincerely,

A handwritten signature in cursive script that reads "Eric South".

Eric South, Chairman
Coalition of Local Governments



MEETING REQUEST FORM

Meeting Date Requested: August 19, 2025	Contact Phone and E-mail: 307-872-3845 deleonj@sweetwatercountywy.gov
Presenters Name, Title and Name of Organization: John DeLeon, Sweetwater County Chief Deputy County Attorney	Exact Wording for Agenda: Purdue Opioids Settlement
Preference of Placement on Agenda & Amount of Time Requested for Presentation: Consent Agenda	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:	
Attachments: PURDUE OPIOIDS SETTLEMENT.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

[PURDUE OPIOIDS SETTLEMENT.pdf](#)

New National Opioids Settlement: Purdue
Opioids Implementation Administrator
opioidsparticipation@rubris.com

Sweetwater County, WY
Reference Number: CL-1738924

TO LOCAL POLITICAL SUBDIVISIONS:

THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOIDS SETTLEMENT. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.

Deadline: September 30, 2025

A new proposed national opioids settlement has been reached with Purdue (and certain of its affiliates) and the Sackler family. This *Participation Package* is a follow-up communication to the *Notice of New National Opioids Settlement* recently received electronically by your subdivision. You should have received an e-mail discussing this settlement from the Consumer Protection & Antitrust Unit of the Wyoming Attorney General's Office. If you have not, please email cameron.geeting1@wyo.gov to ensure that you are added to the e-mail list for any future correspondence.

The proposed settlement is being implemented in connection with Purdue's bankruptcy proceedings, and consists of, among other things, a settlement of Purdue's claims against the Sacklers and certain other parties (referred to as the "Purdue Estate Settlement"), and settlements of direct claims against the Sacklers held by States, local governments and other creditors (collectively, the "Purdue Direct Settlement", and together with the Estate Settlement, the "Purdue Settlement"). The Purdue Direct Settlement for States and local governments is documented in the Governmental Entity and Shareholder Direct Settlement Agreement.

You are receiving this *Participation Package* because all eligible States and territories, including Wyoming, are participating in the Purdue Direct Settlement.

This electronic envelope contains:

- The *Participation Form* for the Purdue Direct Settlement, including a release of any claims

The *Participation Form* must be executed, without alteration, and submitted on or before September 30, 2025, in order for your subdivision to be considered for initial participation calculations and payment eligibility under the Purdue Direct Settlement.

Based upon subdivision participation forms received on or before September 30, 2025, the subdivision participation rate will be used to determine whether participation is sufficient for the Purdue Settlement to move forward and whether a

state earns its maximum potential payment under the Purdue Direct Settlement. If the Purdue Settlement moves forward and goes effective, your release will become effective. If the Purdue Settlement does not move forward, that release will not become effective.

Any subdivision that does not participate in the Purdue Direct Settlement cannot directly share in the Purdue Direct Settlement funds, even if other subdivisions in the state are participating and sharing in those Purdue Direct Settlement funds. Any subdivision that does not participate may also reduce the amount of money for programs to remediate the opioid crisis in its state. Please note, a subdivision will not necessarily directly receive Purdue Settlement funds by participating; decisions on how Purdue Settlement funds will be allocated within a state are subject to intrastate agreements or state statutes.

You are encouraged to discuss the terms and benefits of the Purdue Settlement with your counsel, your Attorney General's Office, and other contacts within your state. Many states are implementing and allocating funds for the Purdue Settlement the same as they did for the prior opioids settlements but states may choose to treat the Purdue Settlement differently.

Information and documents regarding the Purdue Settlement, including a complete copy of the Governmental Entity and Shareholder Direct Settlement Agreement, and how it is being implemented in your state and how funds will be allocated within your state can be found on the national settlement website at <https://nationalopioidsettlement.com/purdue-sacklers-settlements/>. This website will be supplemented as additional documents are created. Additionally, attached please find a copy of the OneWyo II MOA governing the administration and distribution of opioid-related settlements in Wyoming.

How to return signed forms:

There are three methods for returning the executed *Participation Form* and any supporting documentation to the Implementation Administrator:

- (1) *Electronic Signature via DocuSign*: Executing the *Participation Form* electronically through DocuSign will return the signed form to the Implementation Administrator and associate your form with your subdivision's records. Electronic signature is the most efficient method for returning the *Participation Form*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.
- (2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning a manually signed *Participation Form* via DocuSign will associate your signed forms with your subdivision's records.

(3) *Manual Signature returned via electronic mail*: If your subdivision is unable to return an executed *Participation Form* using DocuSign, the signed *Participation Form* may be returned via electronic mail to opioidsparticipation@rubris.com. Please include the name, state, and reference ID of your subdivision in the body of the email and use the subject line Settlement Participation Form – [Subdivision Name, Subdivision State] – [Reference ID].

Detailed instructions on how to sign and return the *Participation Form*, including changing the authorized signer, can be found at <https://nationalopioidsettlement.com/purdue-sacklers-settlements/>. You may also contact opioidsparticipation@rubris.com.

YOU MUST PARTICIPATE IN THE PURDUE DIRECT SETTLEMENT BY RETURNING YOUR PARTICIPATION FORM IN ORDER TO RECEIVE THE BENEFITS OF THE PURDUE SETTLEMENT.

Please note that this is NOT a solicitation or a request for subdivisions to submit votes on the Purdue bankruptcy plan. This settlement package only pertains to a decision to participate in the Purdue Direct Settlement. If you receive a package to vote on the plan you should follow the applicable instructions for voting. PLEASE NOTE THAT VOTING ON THE PLAN IS SEPARATE FROM PARTICIPATION IN THE PURDUE DIRECT SETTLEMENT.

The sign-on period for subdivisions ends on September 30, 2025.

If you have any questions about executing the *Participation Form*, please contact your counsel, the Implementation Administrator at opioidsparticipation@rubris.com, or Cameron Geeting with the Consumer Protection & Antitrust Unit of the Wyoming Attorney General's Office, at cameron.geeting1@wyo.gov.

Thank you,

Implementation Administrator for the Purdue Direct Settlement

The Implementation Administrator is retained to provide the settlement notice required by the Purdue Direct Settlement to manage the collection of the participation forms for it.

EXHIBIT K
Subdivision Participation and Release Form

Governmental Entity: Sweetwater County	State: WY
Authorized Signatory: John DeLeon	
Address 1: 80 West Flaming Gorge way, Suite 21	
Address 2:	
City, State, Zip: Green River	Wyoming 82935
Phone: 307-872-3830	
Email: deleonj@sweetwatercountywy.gov	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to that certain Governmental Entity & Shareholder Direct Settlement Agreement accompanying this participation form (the “*Agreement*”)¹, and acting through the undersigned authorized official, hereby elects to participate in the Agreement, grant the releases set forth below, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Agreement, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Agreement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly after the Effective Date, and prior to the filing of the Consent Judgment, dismiss with prejudice any Shareholder Released Claims and Released Claims that it has filed. With respect to any Shareholder Released Claims and Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the Agreement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Agreement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning following the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Agreement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as and to the extent provided in, and for resolving disputes to the extent provided in, the

¹ Capitalized terms used in this Exhibit K but not otherwise defined in this Exhibit K have the meanings given to them in the Agreement or, if not defined in the Agreement, the Master Settlement Agreement.



Agreement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Agreement.

7. The Governmental Entity has the right to enforce the Agreement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Agreement, including without limitation all provisions of Article 10 (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Subdivision Releasor, to the maximum extent of its authority, for good and valuable consideration, the adequacy of which is hereby confirmed, the Shareholder Released Parties and Released Parties are, as of the Effective Date, hereby released and forever discharged by the Governmental Entity and its Subdivision Releasors from: any and all Causes of Action, including, without limitation, any Estate Cause of Action and any claims that the Governmental Entity or its Subdivision Releasors would have presently or in the future been legally entitled to assert in its own right (whether individually or collectively), notwithstanding section 1542 of the California Civil Code or any law of any jurisdiction that is similar, comparable or equivalent thereto (which shall conclusively be deemed waived), whether existing or hereinafter arising, in each case, (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor (each such release, as it pertains to the Shareholder Released Parties, the “Shareholder Released Claims”, and as it pertains to the Released Parties other than the Shareholder Released Parties, the “Released Claims”). For the avoidance of doubt and without limiting the foregoing: the Shareholder Released Claims and Released Claims include any Cause of Action that has been or may be asserted against any Shareholder Released Party or Released Party by the Governmental Entity or its Subdivision Releasors (whether or not such party has brought such action or proceeding) in any federal, state, or local action or proceeding (whether judicial, arbitral, or administrative) (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor.
9. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Shareholder Released Claims or Released Claims against any Shareholder Released Party or Released Party in any forum whatsoever, subject in all respects to Section 9.02 of the Master Settlement Agreement. The releases provided for herein (including the term “Shareholder Released



Claims” and “Released Claims”) are intended by the Governmental Entity and its Subdivision Releasors to be broad and shall be interpreted so as to give the Shareholder Released Parties and Released Parties the broadest possible release of any liability relating in any way to Shareholder Released Claims and Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Agreement shall be a complete bar to any Shareholder Released Claim and Released Claims.

10. To the maximum extent of the Governmental Entity’s power, the Shareholder Released Parties and the Released Parties are, as of the Effective Date, hereby released and discharged from any and all Shareholder Released Claims and Released Claims of the Subdivision Releasors.
11. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Agreement.
12. In connection with the releases provided for in the Agreement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Shareholder Released Claims or such other Claims released pursuant to this release, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Shareholder Released Claims or such other Claims released pursuant to this release that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities’ decision to participate in the Agreement.

13. Nothing herein is intended to modify in any way the terms of the Agreement, to which Governmental Entity hereby agrees. To the extent any portion of this Participation and Release Form not relating to the release of, or bar against, liability is interpreted differently from the Agreement in any respect, the Agreement controls.
14. Notwithstanding anything to the contrary herein or in the Agreement, (x) nothing herein shall (A) release any Excluded Claims or (B) be construed to impair in any way the rights and obligations of any Person under the Agreement; and (y) the Releases set forth herein shall be subject to being deemed void to the extent set forth in Section 9.02 of the Master Settlement Agreement.



I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature:  Signed by:
John DeLeon
BF84534803F64AA...

Name: John DeLeon

Title: Chief Deputy County Attorney

Date: 7/29/2025



OneWyo II Opioid Settlement Memorandum of Agreement

Whereas, Pharmaceutical Supply Chain Participants have contributed to the opioid epidemic, which has in turn harmed the people and communities of the State of Wyoming.

Whereas, the State of Wyoming, through its Attorney General, and certain Participating Local Governments are separately engaged in investigation, litigation, and settlement discussions seeking to hold Pharmaceutical Supply Chain Participants accountable for the damage they have caused in Wyoming.

Whereas, other Participating Local Governments, while not engaged in separate litigation, have supported the State's efforts in the legal fight against the opioid crisis.

Whereas, the State and all Participating Local Governments share a common desire to abate and alleviate the impacts of the Pharmaceutical Supply Chain Participants' misconduct throughout the State of Wyoming.

Whereas, jointly approaching Settlements with Pharmaceutical Supply Chain Participants benefits all Parties by improving the likelihood of successful Settlement and maximizing the recovery from any such Settlement.

Whereas, specifically, the State and Participating Local Governments anticipate that Settlements with major Pharmaceutical Supply Chain Participants will take the form of a national resolution (National Settlement Agreement) and Wyoming's share of any such resolution will be maximized only if Wyoming's political subdivisions of a certain size participate in the National Settlement.

Whereas, the State and Participating Local Governments intend this agreement to facilitate their compliance with the terms of any National Settlement Agreement.

Whereas, the State and Participating Local Governments anticipate that the National Settlement Agreement will provide a default allocation between each state and its political subdivisions unless they enter into a state-specific agreement regarding the distribution and use of payments (State-Subdivision Agreement).

Whereas, the State and Participating Local Governments intend this agreement to serve as a State-Subdivision Agreement under any Settlement.

Whereas, the aforementioned investigation and litigation have caused some Pharmaceutical Supply Chain Participants to declare bankruptcy, and they may cause additional Pharmaceutical Supply Chain Participants to declare bankruptcy in the future.

Whereas, the State and Participating Local Governments intend this agreement to serve as a State-Subdivision Agreement under resolutions of relevant claims against Pharmaceutical Supply Chain Participants entered in bankruptcy court that provide payments to both the State and its subdivisions and allow for the allocation between a state and its political subdivisions to be set through a state-specific agreement (Bankruptcy Resolution).

Now, therefore, in consideration of the foregoing, the State and its Participating Local Governments, enter into this “OneWyo II Opioid Settlement Memorandum of Agreement” (MOA) relating to the allocation and use of the proceeds of any Settlement as described in this MOA.

I. Definitions

As used in this MOA:

- A.** “Approved Use(s)” means any opioid or co-occurring substance use disorder related strategies, projects, or programs that fall within, or are reasonably related or otherwise consistent with, the list of uses set out in Exhibit A, attached hereto and incorporated herein by reference.
- B.** “Bankruptcy Resolution” takes the meaning set out in the above recitals.
- C.** “Localized Share” takes the meaning set out in Section II of this MOA.
- D.** “National Settlement Agreement” takes the meaning set out in the above recitals.
- E.** “Opioid Funds” means the monetary amounts obtained through a Settlement as defined in this MOA, but does not include any separate fund or other device described in Section V of this MOA for the payment of any attorneys’ fees and expenses incurred in litigating against any Pharmaceutical Supply Chain Participant. Also not included are any funds made available in a National Settlement Agreement or any Bankruptcy Resolution for the reimbursement of the United States Government.
- F.** “Participating Local Governments” means all counties, cities, and towns within the geographic boundaries of the State of Wyoming that have signed this MOA. The Participating Local Governments may be referred to separately in this MOA as “Participating Count(ies)” and “Participating Cit(ies).”
- G.** “Parties” means the State of Wyoming and all Participating Local Governments.
- H.** “Pharmaceutical Supply Chain” means the process and channels through which opioids or opioid products are manufactured, marketed, promoted, distributed, or dispensed.

- I. “Pharmaceutical Supply Chain Participant” means any entity that engages in or has engaged in the manufacturing, marketing, promotion, distribution, or dispensing of opioids.
- J. “Settlement” means the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the State and the Participating Local Governments, specifically including the National Settlement Agreements involving Allergan, Teva, CVS, Walgreens, and Walmart, as well as, any and all future settling Pharmaceutical Supply Chain Participants.
- K. “State-Subdivision Agreement” takes the meaning set out in the above recitals.
- L. “Statewide Share” takes the meaning set out in Section II of this MOA.
- M. “The State” means the State of Wyoming acting by and through its Attorney General.

II. Allocation of Opioid Funds

- A. All Opioid Funds will be divided proportionally with 35% allocated to the State (Statewide Share) and 65% allocated to the Participating Local Governments (Localized Share) with the sole exception as to the Teva Settlement Agreement. In only the Teva Settlement Agreement, Opioid Funds will be divided proportionally with 25% allocated to the State (Statewide Share) and 75% allocated to the Participating Local Governments (Localized Share).
- B. The Localized Share will be allocated to the Participating Local Governments in the proportions set out in Exhibit B, attached hereto and incorporated herein by reference, which is based upon the opioid negotiation class model developed in connection with *In re: Nat’l Prescription Opiate Litigation*, MDL 2804 (N.D. Ohio). The proportions set forth in Exhibit B provide payments to (1) all Wyoming counties, and (2) all Wyoming cities and towns with populations over 10,000 based on the United States Census Bureau’s Vintage 2019 population totals.
- C. If a county or city listed on Exhibit B does not join this MOA, then that non-Participating Local Government’s allocation of the Localized Share as identified in Exhibit B will be reallocated to the Localized Share to be distributed in accordance with the remaining proportions set for in Exhibit B.
- D. Any Participating Local Government allocated a share in Exhibit B may elect to direct its share of current or future annual distributions of Localized Share Funds to the Statewide Share.

III. Use of Opioid Funds

- A.** Regardless of allocation, all Opioid Funds must be used in a manner consistent with the Approved Uses definition, or a substantially similar definition memorialized in a subsequent Settlement that becomes an order of a court. No Opioid Funds will be used as restitution for past expenditures. Rather, Opioid Funds must be used in a present and forward-looking manner to actively abate and alleviate the impacts of the opioid crisis and co-occurring substance abuse in Wyoming. Compliance with these requirements will be verified through Section VI's reporting requirements.
- B.** The Statewide Share must be used only for (1) Approved Uses within the State of Wyoming or (2) grants for Approved Uses within the State of Wyoming. The State of Wyoming, Department of Health will serve as the lead agency responsible for distributing and using the Statewide Share in a manner that in its judgment will best address the opioid crisis within the State.
- C.** The Localized Share must be used only for (1) Approved Uses by Participating Local Governments or (2) grants for Approved Uses.
- D.** Each Participating County shall regularly consult with and receive input from its constituent cities and towns regarding effective distribution and use of the Localized Share Funds. Each Participating County shall make reasonable and good faith efforts to not only secure the collaboration of each of its constituent cities and towns, but also to use the Opioid Funds in a manner that benefits the residents of each constituent city and town, regardless of population.
- E.** Notwithstanding any term of this MOA, Participating Local Governments may collaborate with local governments both within and beyond their borders for the purpose of more effectively using Opioids Funds to abate the opioid crisis.

IV. Method of Distribution of Opioid Funds

- A.** Unless newly-enacted legislation or the terms of a Settlement that becomes an order of a court provides otherwise, the Statewide Share will be distributed to the Wyoming Department of Health through the Wyoming Attorney General acting as trustee, agent, or attorney-in-fact to hold and distribute such amount, under Wyo. Stat. Ann. § 9-1-639(a), exclusively for abating the opioid crisis throughout Wyoming.
- B.** Unless newly-enacted legislation or the terms of a Settlement that becomes an order of a court provides otherwise, the Localized Share will be distributed directly to each Participating Local Government in accordance with the terms of any Settlement. In the event that a Settlement does not provide for direct

distribution to a Participating Local Government, the Localized Share will be distributed to each Participating Local Government by the Wyoming Attorney General acting as trustee, agent, or attorney-in-fact to hold and distribute such amount, under Wyo. Stat. Ann. § 9-1-639(a), exclusively for abating the opioid crisis throughout Wyoming. If the Localized Share is to be distributed by the Wyoming Attorney General, each Participating Local Government shall designate a lead contact or agency for the purposes of receiving its portion of the Localized Share. This designation shall be made in writing to the Attorney General within a sufficiently reasonable time to allow orderly distribution of Opioid Funds.

V. Payment of Counsel and Expenses

- A.** The Parties anticipate that as part of the National Settlement Agreement or a Bankruptcy Resolution, the Pharmaceutical Supply Chain Participants or courts in *In re: Nat'l Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio) will create common benefit funds or similar devices (i.e. contingency fee funds), to compensate attorneys for services rendered and expenses incurred in litigating against certain Pharmaceutical Supply Chain Participants. The State and any Participating Local Government may secure the payment of attorneys' fees—whether contingent, hourly, fixed, or otherwise—and expenses related to litigation against Pharmaceutical Supply Chain Participations from such separate funds.
- B.** The State of Wyoming will secure payment of its attorneys' fees and expenses related to litigation against the Pharmaceutical Supply Chain Participants from such separate funds. No attorneys' fees or expenses relating to the State of Wyoming's investigation and litigation of the Pharmaceutical Supply Chain Participants will be paid from the Statewide Share. Similarly, no attorneys' fees or expenses related to the representation of any Participating Local Government in litigation against any Pharmaceutical Supply Chain Participant will be paid from the Statewide Share. Rather, the Statewide Share will be used exclusively to abate and alleviate the opioid crisis consistent with the terms of this MOA.
- C.** In accordance with Judge Polster's August 6, 2021 Order in *In re: Nat'l Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio), contingency fee agreements related to litigation against any Pharmaceutical Supply Chain Participant entered into by a Participating Local Government are capped at a total of fifteen percent (15%) of the amount that will be received by the represented Participating Local Government. Counsel for any Participating Local Government is required to first seek payment of that fifteen percent

(15%) through such separate common benefit or contingency fee fund before seeking any additional payment. To the extent that counsel does not receive the full fifteen percent (15%) from any separately established common benefit or contingency fee fund, counsel may seek the difference from the represented Participating Local Government if authorized under their representation/contingency fee agreement with the Participating Local Government. In no event shall counsel be entitled to payment of fees in excess of fifteen percent (15%) of the amount actually received by the represented Participating Local Government.

VI. Compliance Certification and Reporting

- A.** The provisions of this Section VI will apply unless newly-enacted legislation or a subsequent Settlement that becomes an order of a court imposes superseding requirements.
- B.** Before receiving any disbursement under this MOA, each Participating Local Government must certify to the Attorney General that it will allocate and use Opioid Funds in accordance with this MOA on projects, programs, and strategies that constitute Approved Uses.
- C.** By January 31 of each calendar year, each Participating Local Government shall certify to the Attorney General that all Opioid Funds expended during the preceding calendar year were used in accordance with this MOA on projects, programs, and strategies that constitute Approved Uses. In submitting this certification, each Participating Local Government shall include a report detailing for the preceding calendar year: (1) the amount of the Localized Share received by the Participating Local Government; (2) the amount of Localized Share expended by the Participating Local Government—broken down by funded project, program, or strategy; and (3) the amount of any allocations awarded by the Participating Local Government—listing the recipients, amounts awarded, amounts disbursed, disbursement terms, and the projects, programs, or strategies funded. This report is only required if the Participating Local Government actually expended Opioid Funds during the preceding calendar year. Future Localized Share payments to a Participating Local Government that is delinquent in providing this certification and report shall be delayed until that Participating Local Government submits the required certification and report.
- D.** If a Participating Local Government uses Opioid Funds on non-Approved Uses, it shall have sixty (60) days after discovery of the expenditure to cure the unapproved expenditure through payment of such amount for opioid remediation activities through amendment or repayment.

OneWyo II Opioid Settlement Memorandum of Agreement

Page 6 of 23

- E. If a Participating Local Government has used Opioid Funds for non-Approved Uses, and has not cured the unapproved use as allowed above, future Localized Share payments to that Participating Local Government shall be reduced by an amount equal to the inconsistent expenditures, and if the inconsistent expenditure is greater than the expected future stream of payments of the Participating Local Government, the Attorney General may initiate a process up to and including litigation to recover and redistribute the overage among eligible Participating Local Governments. Any recovery or redistribution shall be distributed consistent with Section II of this MOA. The Attorney General may recover from the Participating Local Government who failed to cure the unapproved use any litigation fees, costs, and expenses incurred to recover such funds.
- F. By January 31 of each calendar year, the State shall publish online a report detailing for the preceding calendar year: (1) the amount of the Statewide Share received; (2) the amount of the Statewide Share expended by the Department of Health—broken down by funded strategy, project, or program; and (3) the amount of any grants awarded—listing the recipients, amounts awarded, amounts disbursed, disbursement terms, and programs, strategies, and projects funded.

VII. Effectiveness

- A. This MOA shall become effective at the time a sufficient number of counties and municipalities within the geographic boundaries of the State of Wyoming have signed this MOA to qualify this MOA as a State-Subdivision Agreement under a National Settlement Agreement involving Allergan, Teva, CVS, Walgreens, or Walmart, as well as, any and all future settling Pharmaceutical Supply Chain Participants. If this MOA does not thereby qualify as a State-Subdivision Agreement, this MOA will have no effect.
- B. This MOA is effective until one year after the last date on which any Participating Local Government spends Opioid Funds pursuant to Settlements.

VIII. Amendments

- A. The Parties agree to make such amendments as necessary to implement the intent of this MOA or as are required by the final provisions of any National Settlement Agreement or Bankruptcy Resolution. The State will provide written notice of any necessary amendments to all the previously joining Parties. Any previously joining Party will have two-weeks after notice of the necessary amendments to withdraw from the MOA. The amendments will be effective to any Party that does not withdraw.

- B. The Parties agree to engage in the amendment process above in good faith.

IX. General Provisions

- A. The purposes of this MOA are to serve as a State-Subdivision Agreement under any Settlement or Bankruptcy Resolution and to permit the Parties to cooperate in resolving claims against Pharmaceutical Supply Chain Participants and to distribute any Opioid Funds in a manner that will effectively and meaningfully abate and alleviate the opioid crisis throughout Wyoming.
- B. All Parties acknowledge and agree that any National Settlement Agreement will require Participating Local Governments to release its claims against relevant Pharmaceutical Supply Chain Participants to receive Opioid Funds. The Parties further acknowledge that a Participating Local Government will receive funds through this MOA only after complying with all requirements set out in a Settlement or Bankruptcy Resolution to release its claims.
- C. The Parties acknowledge that this MOA is not a promise or representation from any Party that any Settlement or Bankruptcy Resolution will be finalized or executed.
- D. Unless otherwise required by an applicable Settlement, the construction, interpretation, and enforcement of this MOA shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles, and the Courts of the State of Wyoming shall have jurisdiction over this MOA, with venue lying exclusively in Laramie County District Court.
- E. If any clause, paragraph, or section of this MOA shall, for any reason, be held illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect any other clause, provision or section of the MOA and this MOA shall be construed and enforced as if such illegal, invalid, or unenforceable clause, section, or other provision had not been contained herein.
- F. The Parties acknowledge that this MOA does not excuse any requirements placed upon them by the terms of a Settlement or Bankruptcy Resolution, except to the extent those terms allow for a State-Subdivision Agreement to do so.
- G. The Parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this MOA shall not be construed so as to create such status.
- H. Titles of sections of this MOA are for reference only, and shall not be used to construe the language in this MOA.

- I. Nothing in this MOA shall be construed to affect or constrain the authority of the Parties under law.
- J. Except to enforce the terms of this MOA, the State of Wyoming and the participating Local Governments do not waive sovereign or governmental immunity by entering into this MOA and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOA.
- K. This MOA 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 MOA. Each person signing this MOA represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this MOA, and that all necessary approvals and conditions precedent to his or her execution have been satisfied.

IN WITNESS WHEREOF, the below undersigned agree to and enter into the above OneWyo II Opioid Settlement Memorandum of Agreement.

FOR THE STATE OF WYOMING

Bridget Hill
Attorney General
State of Wyoming

Date

Benjamin Peterson
Assistant Attorney General
State of Wyoming

Date

FOR THE PARTICIPATING LOCAL GOVERNMENTS

Name
Title
Albany County

Date

Name
Title
Big Horn County

Date

Name
Title
Campbell County

Date

Name
Title
Carbon County

Date

Name
Title
Casper

Date

Name
Title
Cheyenne

Date

Name
Title
Converse County

Date

Name
Title
Crook County

Date

Name
Title
Evanston

Date

Name
Title
Fremont County

Date

Name
Title
Gillette

Date

Name
Title
Goshen County

Date

Name
Title
Green River

Date

Name
Title
Hot Springs County

Date

Name
Title
Jackson

Date

Name
Title
Johnson County

Date

Name
Title
Laramie

Date

Name
Title
Laramie County

Date

Name
Title
Lincoln County

Date

Name
Title
Natrona County

Date

Name
Title
Niobrara County

Date

Name
Title
Park County

Date

Name
Title
Platte County

Date

Name
Title
Riverton

Date

Name
Title
Rock Springs

Date

Name
Title
Sheridan

Date

Name
Title
Sheridan County

Date

Name
Title
Sublette County

Date

Name
Title
Sweetwater County

Date

Name
Title
Teton County

Date

Name
Title
Uinta County

Date

Name
Title
Washakie County

Date

Name
Title
Weston County

Date

Exhibit A

OPIOID ABATEMENT STRATEGIES

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

1. Expanding availability of treatment, including Medication-Assisted Treatment (MAT), for OUD and any co-occurring substance use or mental health issues.
2. Supportive housing, all forms of FDA-approved MAT, counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it.
3. Treatment of mental health trauma issues that resulted from the traumatic experiences of the opioid user (e.g., violence, sexual assault, human trafficking) and for family members (e.g., surviving family members after an overdose or overdose fatality).
4. Expand telehealth to increase access to OUD treatment, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
5. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
6. Scholarships for certified addiction counselors.
7. Clinicians to obtain training and a waiver under the federal Drug Addiction Treatment Act to prescribe MAT for OUD.
8. Training for health care providers, students, and other supporting professionals, such as peer recovery coaches/recovery outreach specialists, including but not limited to the following: Training relating to MAT and harm reduction.
9. Dissemination of accredited web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.

10. Development and dissemination of new accredited curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service Medication-Assisted Treatment.
11. Development of National Treatment Availability Clearinghouse – Fund development of a multistate/nationally accessible database whereby health care providers can list locations for currently available in-patient and out-patient OUD treatment services that are accessible on a real-time basis by persons who seek treatment.
12. Support and reimburse services that include the full American Society of Addiction Medicine (ASAM) continuum of care for OUD.
13. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-informed practices such as adequate methadone dosing.

B. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (INTERVENTION)

1. Ensuring that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders.
3. Training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on the late adolescence and young adulthood when transition from misuse to opioid disorder is most common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management and/or support services.
6. Support work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
7. Create school-based contacts who parents can engage with to seek immediate treatment services for their child.
8. Developing best practices on addressing OUD in the workplace.

9. State assistance programs for health care providers with OUD.
10. Engaging non-profits and faith community as a system to support outreach for treatment.

C. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

1. Address the needs of persons involved in the criminal justice system who have opioid use disorder (OUD) and any co-occurring substance use disorders or mental health (SUD/MH) issues.
2. Support pre-arrest diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH issues, including established strategies such as:
 - a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
 - b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
 - c. “Naloxone Plus” strategies, which work to ensure that individuals who have received Naloxone to reverse the effects of an overdose are then linked to treatment programs;
 - d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model; or
 - e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network.
3. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH issues to evidence-informed treatment, including MAT, and related services.
4. Support treatment and recovery courts for persons with OUD and any co-occurring SUD/MH issues, but only if they provide referrals to evidence-informed treatment, including MAT.
5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH issues who are incarcerated, on probation, or on parole.
6. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate re-entry services to individuals with OUD and any co-occurring SUD/MH issues who are leaving jail or prison or who have recently left jail or prison.

7. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.

D. ADDRESS THE NEEDS OF WOMEN WHO ARE OR MAY BECOME PREGNANT

1. Evidence-informed treatment, including MAT, recovery, and prevention services for pregnant women or women who could become pregnant and have OUD.
2. Training for obstetricians and other healthcare personnel that work with pregnant women and their families regarding OUD treatment.
3. Other measures to address Neonatal Abstinence Syndrome, including prevention, care for addiction and education programs.
4. Child and family supports for parenting women with OUD.
5. Enhanced family supports and child care services for parents receiving treatment for OUD.

E. SUPPORT PEOPLE IN TREATMENT AND RECOVERY AND REDUCE STIGMA

1. The full continuum of care of recovery services for OUD and any co-occurring substance use or mental health issues, including supportive housing, residential treatment, medical detox services, peer support services and counseling, community navigators, case management, and connections to community-based services.
2. Identifying successful recovery programs such as physician, pilot, and college recovery programs, and providing support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
3. Training and development of procedures for government staff to appropriately interact and provide social and other services to current and recovering opioid users, including reducing stigma.
4. Community-wide stigma reduction regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
5. Engaging non-profits and faith community as a system to support family members in their efforts to manage the opioid user in the family.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE PROPER PRESCRIBING OF OPIOIDS

1. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
2. Academic counter-detailing.
3. Continuing Medical Education (CME) on prescribing of opioids.
4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Development and implementation of a National Prescription Drug Monitoring Program – Fund development of a multistate/national prescription drug monitoring program (PDMP) that permits information sharing while providing appropriate safeguards on sharing of private health information, including but not limited to:
 - a. Integration of PDMP data with electronic health records, overdose episodes, and decision support tools for health care providers relating to opioid use disorder (OUD).
 - b. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation’s Emergency Medical Technician overdose database (DOT EMT overdose database).
6. Educating Dispensers on Appropriate Opioid Dispensing.

G. PREVENT MISUSE OF OPIOIDS

1. Corrective advertising/affirmative public education campaigns.
2. Public education relating to drug disposal.
3. Drug take-back disposal or destruction programs.
4. Fund community anti-drug coalitions that engage in drug prevention efforts.

5. School-based programs that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
6. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, or training of coalitions in evidence-informed implementation.
7. School and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
8. Engaging non-profits and faith community as a system to support prevention.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

1. Increasing availability and distribution of naloxone and other drugs that treat overdoses to first responders, overdose patients, opioid users, families and friends of opioid users, schools, community navigators and outreach workers, drug offenders upon release from jail/prison, and other members of the general public.
2. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, and other members of the general public.
3. Developing data tracking software and applications for overdoses/naloxone revivals.
4. Public education relating to emergency responses to overdoses.
5. Public health entities provide free naloxone to anyone in the community.
6. Public education relating to immunity and Good Samaritan laws.
7. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.
8. Syringe service programs, including supplies, staffing, space, peer support services, and the full range of harm reduction and treatment services provided by these programs.
9. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.

PART THREE: OTHER STRATEGIES

I. SERVICES FOR CHILDREN

1. Support for Children’s Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

J. FIRST RESPONDERS

1. Law Enforcement – Participating Local Governments may also use their share of funds for law enforcement expenditures relating to the opioid epidemic.
2. Educating first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
3. Increase Electronic Prescribing to Prevent Diversion and Forgery.

K. LEADERSHIP, PLANNING AND COORDINATION

1. Community regional planning to identify goals for opioid reduction and support efforts or to identify areas and populations with the greatest needs for treatment intervention services.
2. A government dashboard to track key opioid-related indicators and supports as identified through collaborative community processes.

L. TRAINING

1. Funding for programs and services regarding staff training and networking to improve staff capability to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-systems coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD (e.g., health care, primary care, pharmacies, PDMPs, etc.).

M. RESEARCH

1. Funding opioid abatement research.
2. Research improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
3. Support research for novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
4. Support for innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
5. Expanded research for swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).
6. Research expanded modalities such as prescription methadone that can expand access to MAT.

Exhibit B

Participating Local Government Allocation Proportions	
Local Government	Percentage of Localized Share
Albany	1.63%
Big Horn	3.03%
Campbell County	4.44%
Carbon County	3.70%
Casper	7.35%
Cheyenne	1.23%
Converse County	1.90%
Crook County	0.54%
Evanston	1.97%
Fremont County	6.74%
Gillette	1.74%
Goshen County	1.64%
Green River	0.61%
Hot Springs County	0.86%
Jackson	0.56%
Johnson County	0.93%
Laramie	3.42%
Laramie County	15.59%
Lincoln County	3.12%
Natrona County	7.90%
Niobrara County	0.15%
Park County	5.80%
Platte County	1.75%
Riverton	1.27%
Rock Springs	1.53%
Sheridan	0.34%
Sheridan County	3.91%
Sublette County	0.71%
Sweetwater County	7.64%
Teton County	1.33%
Uinta County	4.39%
Washakie County	1.50%
Weston County	0.78%



MEETING REQUEST FORM

Meeting Date Requested: August 19, 2025	Contact Phone and E-mail: 307.389.1888; westk@sweetwatercountywy.gov
Presenters Name, Title and Name of Organization: Chairman West & Commissioner Richards	Exact Wording for Agenda: Letter of Recommendation for the Community Fine Arts Center (CFAC) to receive the 2025 Governor's Arts Award
Preference of Placement on Agenda & Amount of Time Requested for Presentation: Consent	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: CFAC Governors Art Award 2025 Letter of Recommendation.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

[CFAC Governors Art Award 2025 Letter of Recommendation.pdf](#)



BOARD OF COUNTY COMMISSIONERS

August 19, 2025

Selection Committee
Governor's Arts Awards
Wyoming Arts Council
2301 Central Avenue Cheyenne, WY 82002

RE: Recommendation for the Governor's Arts Award – Community Fine Arts Center

Dear Selection Committee,

It is our privilege as the Sweetwater County Board of County Commissioners, to recommend the **Community Fine Arts Center (CFAC)** for the Governor's Arts Award. For decades, CFAC has served as an exceptional resource and cultural hub—not only for Sweetwater County, but for Wyoming as a whole.

The Center's programming demonstrates a rare balance of **local, statewide, and national engagement**. While CFAC proudly showcases the work of Sweetwater County artists, it also regularly invites distinguished artists from across Wyoming and beyond to exhibit, teach, and participate in community events. This exchange enriches local perspectives, strengthens artistic ties across the state, and brings new visitors to our county, highlighting both our hospitality and our cultural vitality.

A hallmark of CFAC's mission is its **inclusive approach to all forms of art and all age groups**. From traditional and contemporary visual arts to literary and performance-based events, the Center's offerings engage everyone—from preschoolers to seniors. Of particular note is CFAC's long-standing and celebrated focus on **arts education for school-age children**, ensuring that future generations develop both creative skills and a deep appreciation for the arts.

KEATON D. WEST, CHAIRMAN
TAYLOR C. JONES, COMMISSIONER
ISLAND RICHARDS, COMMISSIONER
ROBERT D. SLAUGHTER, COMMISSIONER
MARY E. THOMAN, COMMISSIONER



80 WEST FLAMING GORGE WAY, SUITE 109
GREEN RIVER, WY 82935
PH: 307-872-3890
FAX: 307-872-3992

BOARD OF COUNTY COMMISSIONERS

Through rotating exhibits, hands-on workshops, and collaborative programs, the Community Fine Arts Center has consistently fostered creativity, community connection, and cultural pride. Its influence extends far beyond gallery walls, making it a true ambassador for the arts in Wyoming.

For these reasons, we wholeheartedly recommend the Community Fine Arts Center for the Governor's Arts Award. We are confident that recognizing CFAC will honor not only its remarkable history, but also its ongoing commitment to enriching lives through the arts.

Thank you for your consideration.

THE BOARD OF COUNTY COMMISSIONERS
OF SWEETWATER COUNTY, WY

KEATON D. WEST, CHAIRMAN

TAYLOR C. JONES, MEMBER

ISLAND RICHARDS, MEMBER

ROBERT D. SLAUGHTER, MEMBER

MARY E. THOMAN, MEMBER



MEETING REQUEST FORM

Meeting Date Requested: August 19, 2025	Contact Phone and E-mail: 307-872-3897
Presenters Name, Title and Name of Organization: Island Richards	Exact Wording for Agenda: 10:00- Commissioner Richards
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:	

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



MEETING REQUEST FORM

Meeting Date Requested: August 19, 2025	Contact Phone and E-mail: 307-872-3897
Presenters Name, Title and Name of Organization: Taylor Jones	Exact Wording for Agenda: 10:05- 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:	

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



MEETING REQUEST FORM

Meeting Date Requested: August 19, 2025	Contact Phone and E-mail: 307-872-3897
Presenters Name, Title and Name of Organization: Keaton West	Exact Wording for Agenda: 10:10- 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:	

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



MEETING REQUEST FORM

Meeting Date Requested: August 19, 2025	Contact Phone and E-mail: 307-872-3897
Presenters Name, Title and Name of Organization: Robb Slaughter	Exact Wording for Agenda: 10:15- 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:	

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



MEETING REQUEST FORM

Meeting Date Requested: August 19, 2025	Contact Phone and E-mail: 307-872-3897
Presenters Name, Title and Name of Organization: Mary Thoman	Exact Wording for Agenda: 10:20- 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
Additional Information:	
Attachments:	

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



MEETING REQUEST FORM

Meeting Date Requested: August 19, 2025	Contact Phone and E-mail: 307-872-3897
Presenters Name, Title and Name of Organization: BOCC	Exact Wording for Agenda: 10:25- 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:	

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



MEETING REQUEST FORM

Meeting Date Requested: August 19, 2025	Contact Phone and E-mail: 270-776-7544 / nhughes@pacesetterrg.com
Presenters Name, Title and Name of Organization: Wyoming Horse Racing, LLC, Pete Liguori-Executive VP, Nick Hughes-President, John Sheldon, Executive VP	Exact Wording for Agenda: 10:35- A Resolution Granting Approval for Wyoming Horse Racing, Inc. to Conduct Pari Mutuel Wagering on Live Horse Racing, Historic Horse Racing, and Simulcast Events at Satellite Facilities
Preference of Placement on Agenda & Amount of Time Requested for Presentation: Early in agenda, if possible, Approximately 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? No	If you are submitting a Resolution or Proclamation, please forward in Word format to: shoemakers@sweetwatercountywy.gov
Additional Information:	
Attachments: Resolution for Change of Address (002).docx proposed_Sweetwater_County_Resolution.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

[Resolution for Change of Address \(002\).docx](#)

[proposed_Sweetwater_County_Resolution.pdf](#)

SWEETWATER COUNTY, WYOMING
RESOLUTION No. 25-08-CC-01

**A RESOLUTION GRANTING APPROVAL FOR WYOMING HORSE RACING, INC.
TO CONDUCT PARI-MUTUEL WAGERING ON LIVE HORSE RACING, HISTORIC
HORSE RACING, AND SIMULCAST EVENTS AT SATELITE FACILITIES**

WHEREAS, Pari-mutual events, simulcasting and historic horse racing enabling statutes have been legislatively approved in Wyoming Statute, Title 11, Chapter 25;

WHEREAS, the Wyoming Gaming Commission has adopted rules for conducting pari-mutuel wagering on simulcast events, including historic races;

WHEREAS, Wyoming Horse Racing, Inc. currently holds the necessary and appropriate permits issued by the Wyoming Gaming Commission to operate simulcasting facilities, historic horse racing, and live horse racing in the State of Wyoming in Albany County, Campbell County, Sweetwater County, Laramie County, Sheridan County and Uinta County);

WHEREAS, the Sweetwater County Board of Commissioners recognize the economic benefits to Sweetwater County through live horse racing, historic horse racing, and simulcasting within Sweetwater County;

WHEREAS, the Sweetwater County Board of Commissioners recognize that it is through revenue derived from simulcasting at locations off the permitted live horse racetrack premises that allows a live horse racing operator to conduct the live racing days required under W.S. § 11-25-104(m) and the Wyoming Gaming Commission Pari-Mutuel Rules and Regulations;

WHEREAS, Wyoming Horse Racing, Inc. is a live horse racing operator that is both (i) licensed to conduct the minimum live race days required under W.S. § 11-24-104(m) and Chapter 10 of the Pari-Mutuel Rules and Regulations of the Wyoming Gaming Commission within Sweetwater County on an annual basis and (ii) is conducting said live horse racing in Sweetwater County (excepting days that are cancelled for good cause due to weather or other uncontrollable circumstances);

WHEREAS, W.S. § 11-25-102(a)(vii)(B) provides that "Simulcasting may be conducted off the permitted premises only if the board of county commissioners of the county in which such simulcasting will be conducted grant [grants] its approval;"

WHEREAS, Wyoming Horse Racing, Inc. conducts pari-mutual events at two satellite facilities in Sweetwater County: 1. 110 Uinta Drive, Green River, Wyoming and 1549 Elk Street, Rock Springs, Wyoming 82901 (Bombers Sports Bar) pursuant to Sweetwater County Resolution 16-09-CC-02; and

WHEREAS, Wyoming Horse Racing, Inc. wishes to change the address of the Green River, satellite facility to 420 Uinta Drive, Green River, Wyoming 82935.

NOW, THEREFORE, BE IT RESOLVED BY THE SWEETWATER COUNTY, WYOMING BOARD OF COUNTY COMMISSIONERS THAT:

1. Resolution 16-09-CC-02 and any other Sweetwater County Board of County Commissioner action approving pari-mutuel wagering is rescinded such that approval herein shall represent the terms and conditions of pari-mutuel wagering approval for satellite facilities moving forward.
2. Pursuant to W. S. § 11-25-102(a)(vii)(B), the Board of Commissioners ("The Board") hereby approves Wyoming Horse Racing, Inc. ("Operator") to conduct pari-mutuel wagering on historic horse racing and simulcast events at two satellite locations: 1. 110 Uinta Drive, Green River, Wyoming which address may change to 420 Uinta Drive, Green River, Wyoming 82935 upon receipt of a Wyoming Gaming Commission permit for the latter address and 2. 1549 Elk Street, Rock Springs, Wyoming 82901 (Bombers Sports Bar) ("Premises").
3. No more than eighty-four (84) machines at the Green River satellite facility and one hundred (100) machines may be located at the Rock Springs satellite facility without the prior written approval of the Board.
4. This approval is specific to the Operator and may not be transferred in any manner without the prior written approval of the Board.
5. Approvals granted by this Resolution are valid through December 31, 2026, and shall require renewal prior to receiving a new permit from the Wyoming Gaming Commission.
6. Renewal applications shall include a presentation of the financial and community benefits of the operation.
7. The Board shall have the right to revoke this or any other subsequent Resolution for the Permittee for good cause.
8. Operator shall update the Board on an annual basis regarding its operations, including tax revenue and any operational issues.

RESOLVED this _____ day of August 2025

BOARD OF COUNTY COMMISSIONERS
SWEETWATER COUNTY, WYOMING

Keaton West, Chairman
Sweetwater County Commission

Cynthia Lane
Sweetwater County Clerk

APPROVED AS TO FORM:

Daniel E. Erramouspe
Sweetwater County Attorney

RESOLUTION NO. 2025-08-CC-01

**APPROVING WYOMING HORSE RACING, LLC'S CHANGE IN ADDRESS AND
AUTHORIZING WYOMING HORSE RACING, LLC TO CONDUCT PARI-MUTUEL
WAGERING ON LIVE HORSE RACING, HISTORIC HORSE RACING, AND
SIMULCAST EVENTS AT 420 UINTA DRIVE, GREEN RIVER,
SWEETWATER COUNTY, WYOMING 82935**

FOR THE PURPOSE OF: Generating positive economic impact to Sweetwater County through job creation, tourism, and direct revenue from taxes on wagering activity.

WHEREAS, Wyoming State Legislature passed, and the Governor of the State of Wyoming signed into law changes to Wyoming Statutes, Title 11, Chapter 25, to permit pari-mutuel wagering on historic races; and

WHEREAS, the Wyoming Gaming Commission adopted rules and regulations regulating pari-mutuel wagering on simulcast events, including historic races; and

WHEREAS, Wyoming Horse Racing, LLC currently holds the necessary and appropriate permits issued by the Wyoming Gaming Commission to operate simulcasting facilities, historic horse racing, and live horse racing in the State of Wyoming; and

WHEREAS, Wyoming Horse Racing, LLC currently is approved to conduct pari-mutuel wagering on live horse racing, historic horse racing, and simulcast events in Sweetwater County at properties located at 1549 Elk Street, Rock Springs, WY 82901 and 110 Uinta Drive, Green River, WY 82935; and

WHEREAS, Wyoming Horse Racing, LLC desires to move its operation and its 84 currently approved terminals from 110 Uinta Drive, Green River, WY 82935 to a new facility located at 420 Uinta Drive, Green River, Wyoming 82935; and

WHEREAS, the Sweetwater County Board of Commissioners recognizes the economic benefit to Sweetwater County through Wyoming Horse Racing, LLC's operations and the growth opportunities associated with Wyoming Horse Racing, LLC moving its operations and to the new 420 Uinta Drive, Green River, Wyoming 82935 location; and

WHEREAS, Wyoming Horse Racing, LLC, recognizing its rights and obligations under Wyoming law, including, but not limited to those in Wyo. Stat. Ann. § 11-25-101 *et seq.* and the Wyoming Gaming Commission's duly promulgated rules and regulations, agrees to be bound by and comply with the terms and conditions in this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE SWEETWATER COUNTY, WYOMING BOARD OF COUNTY COMMISSIONERS THAT:

1. Pursuant to Wyo. Stat. Ann. § 11-25-102(a)(vii)(B), the Sweetwater County Board of Commissioners approves Wyoming Horse Racing, LLC's change in address and authorizes Wyoming Horse Racing, LLC to move its 84 currently approved

terminals to, and conduct pari-mutuel wagering on live horse racing, historic horse racing, and simulcast events at, 420 Uinta Drive, Green River, Wyoming 82935.

2. The Sweetwater County Board of Commissioners shall have the right to revoke this Resolution in the event:
- a. The Sweetwater County Board of Commissioners determines that Wyoming Horse Racing, LLC has a history of gross violation of Wyoming Statutes, the rules and regulations of the Wyoming Gaming Commission, or local ordinance; or
 - b. Wyoming Horse Racing, LLC's permits are suspended or revoked by the Wyoming Gaming Commission.
 - i. The Sweetwater County Board of Commissioners will provide a minimum of fifteen (15) days notice of any intent or action to revoke permission as provided in this Resolution. The Sweetwater County Board of Commissioners will set a public hearing within forty-five (45) days of notice of the Sweetwater County Board of Commissioners' intent to revoke at which evidence may be taken. Wyoming Horse Racing, LLC and any interested parties may be heard in regard to the revocation. A final decision by the Sweetwater County Board of Commissioners may be made at the hearing or continued for issuance of written findings and conclusions.

APPROVED AND ADOPTED this ____ day of _____ 2025.

BOARD OF COUNTY COMMISSIONERS SWEETWATER COUNTY, WYOMING

Chairperson

ATTEST:

Sweetwater County Clerk

APPROVED AS TO FORM:

Sweetwater County Attorney's Office



MEETING REQUEST FORM

Meeting Date Requested: August 19, 2025	Contact Phone and E-mail: chetterbocka@sweetwatercountywy.gov; 307-872-3838
Presenters Name, Title and Name of Organization: John DeLeon, Chief Deputy, Sweetwater County Attorney's Office	Exact Wording for Agenda: 10:45- Resolution Authorizing the Appointment of a Special Prosecutor
Preference of Placement on Agenda & Amount of Time Requested for Presentation: None- 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: Resolution - Sublette County 7.30.25(2).docx	

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
[Resolution - Sublette County 7.30.25\(2\).docx](#)

Resolution # 25-08-CC-03
A Resolution Authorizing the Appointment of a Special Prosecutor

Whereas, the Sweetwater County and Prosecuting Attorney has become aware of a criminal or juvenile case, in which the review and potential prosecution of the Defendant in the case by the Sweetwater County Attorney, or his deputies, would result in either a conflict of interest, or the appearance of impropriety; and

Whereas, the Sweetwater County and Prosecuting Attorney has entered into an agreement with Clayton Melinkovich, who is the County and Prosecuting Attorney for Sublette County, Wyoming; and

Whereas, pursuant to said Agreement, Clayton Melinkovich, Sublette County and Prosecuting Attorney, has agreed to assist the Sweetwater County and Prosecuting Attorney by reviewing and potentially prosecuting the case; and

Whereas, Clayton Melinkovich has agreed to perform the aforementioned legal services without compensation from Sweetwater County; and

Whereas, Wyoming Statutes §§ 18-3-302 and 18-3-107 authorize such appointment of counsel with the approval of the Board of County Commissioners, and said action is in the interest of Sweetwater County, Wyoming;

Now, Therefore Be It Hereby Resolved that the Board of County Commissioners of Sweetwater County, Wyoming, consents to the appointment of Sublette County and Prosecuting Attorney Clayton Melinkovich, to serve as special county and prosecuting attorney(s) in a particular case.

DATED this _____ day of August 2025.

The Board of County Commissioners
Of Sweetwater County, Wyoming

Keaton D. West, Chairman

Taylor C. Jones, Member

ATTEST: _____
Cynthia L. Lane, County Clerk

Island Richards, Member

Robert D. Slaughter, Member

Mary E. Thoman, Member



MEETING REQUEST FORM

Meeting Date Requested: August 19, 2025	Contact Phone and E-mail: accounting@sweetwatercountywy.gov
Presenters Name, Title and Name of Organization: County Clerk Cindy Lane	Exact Wording for Agenda: 10:50- Eden Saloon and RV Park's Request for a Catering Permit for the Wardell Wedding
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
Additional Information:	
Attachments: Permit.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

[Permit.pdf](#)

APPLICATION FOR CATERING PERMIT

Licensing Authority: Sweetwater County

Name of Event: Wardell Wedding

Permit from: 9/ /5 /25 To: 9 /6 /25 Local Permit Number: _____

Number of Days Permitted: 1 Fee per day: 10- Total fee: 10-

Applicant: Eden Saloon and RV Park D/B/A: Eden Saloon

Contact Person: Angela Smith Phone: (307) 797 307797 4367

Company Location: 3633 US Hwy 191 City: Farson State: WY Zip: 82932

PO Box 105 Farson WY 82932

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

Business Phone: 307-350-0698 Residence Phone: _____

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

As an applicant for a catering permit, are you:

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

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

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

FILING AS (CHOOSE ONLY ONE)

☐ INDIVIDUAL ☐ PARTNERSHIP ☐ CORPORATION ☒ LLC ☐ LLP

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

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

For Corp, LLC, LLP Applicants Legal Names	Date of Birth	DO NOT LIST PO BOXES Residence Address, Street, City, State & Zip	Residence Phone Number	No of years in Corp or LLC	% of Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Michael T. Smith	5/23/67	359 Griffinsville Loop	307-354-7246	20 Months	50%	YES ☐ NO ☒	YES ☐ NO ☒
Angela A. Smith	5/6/75	359 Griffinsville Loop	307-797-4367	20 Months	50%	YES ☐ NO ☒	YES ☐ NO ☒
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐

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

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

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

VERIFICATION OF APPLICATION

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

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

Dated this 30th day of July, 2025.

Angel Smith
Applicant
M. Smith
Applicant

Signature of Licensing Authority Official

Title

____/____/____
Date

RECEIVED
JUL 30 2025
Sweetwater Co. Clerk



MEETING REQUEST FORM

Meeting Date Requested: August 19, 2025	Contact Phone and E-mail: 307-872-3957 knightt@sweetwatercountywy.gov
Presenters Name, Title and Name of Organization: Tim Knight - Sweetwater County IT Director	Exact Wording for Agenda: 10:55- Capital Request to Purchase Firewalls
Preference of Placement on Agenda & Amount of Time Requested for Presentation: No preference	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:	
Attachments: Capitol Request to purchase Firewalls.docx Firewall Project Price Breakdown.xlsx	

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

[Capitol Request to purchase Firewalls.docx](#)

[Firewall Project Price Breakdown.xlsx](#)

To: Sweetwater County Board of County Commissioners
From: Tim Knight
Subject: Request to approve Firewall Purchase

Executive Summary

The County Firewalls are end of life in October of this year. The IT department has been evaluating the replacement of those firewalls over the past 10 months. The budget of \$145,000 was approved for this fiscal year and I am bringing forward the proposals for board approval to proceed with this project.

We evaluated Palo Alto Firewalls, Fortigate Firewalls and Cisco Firewalls. After several demos, discussions, and research it was determined that the Cisco Firewalls would be the best fit for us. Factors in the decision were how well it defends against attacks, familiarity of the programming language to our staff, functionality, reputation and cost.

We have requested quotes from three value added resellers who we work with regularly. Two of those resellers sent back quotes to include the main firewalls, remote site firewalls and professional services to help reconfigure the network and firewalls into our network.

I've included a spreadsheet with a breakdown of the quotes and am asking for board approval to purchase the firewalls and professional services to install them. The options are in the spreadsheet.

FY 2026 Firewall Prc

Item	Advanced Networking Management	
3120 Firewalls	\$	47,040.47
SmartNet (Annual)	\$	10,010.00
Licensing (Annual)	\$	17,240.90
Cloud Management (Annual)	\$	18,061.93
Total for Main Firewalls	\$	92,353.30
1210 Remote Site Firewalls	\$	11,372.58
SmartNet(Annual)	\$	2,759.68
Licensing (Annual)	\$	2,219.04
Cloud Management (Annual)	\$	221.90
Total for Remote Site Firewalls	\$	16,573.20
Total Hardware	\$	108,926.50
Professional Services	\$	24,996.77
Total Cost	\$	133,923.27

Project Breakdown

954 Consulting	Hardware from ANM and Prof Services from 954
\$ 57,141.11	
\$ 10,386.60	
\$ 20,865.28	
\$ 20,616.36	
\$ 109,009.35	
\$ 14,492.70	
\$ 2,556.70	
\$ 7,186.31	
\$ 321.57	
\$ 24,557.28	
\$ 133,566.63	\$ 108,926.50
\$ 15,160.00	\$ 15,160.00
\$ 148,726.63	\$ 124,086.50



MEETING REQUEST FORM

Meeting Date Requested: August 19, 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: 11:05- Change Order #1 to the Southwest Counseling Jonah Facility Home Project (ARPA Grant HHS-1127)
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: Due to limitations of the available budget at the time of the bid, the bid award was reduced in hopes of finding additional funding to complete the exterior parking lot. The exterior parking lot needs to be completed in order to occupy the building and meet the grant funding needs. The total contract change is \$330,000; however, only \$80,000 of this total will come from the 2026 Sweetwater County Capital and the remainder will come from the original ARPA Grant.	
Attachments: G701-2017_Form_2025-08-02_10-35-26.pdf SWC & Plan-One Award Recommendation Letters.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

[G701-2017_Form_2025-08-02_10-35-26.pdf](#)

[SWC & Plan-One Award Recommendation Letters.pdf](#)

 AIA®

Document G701® – 2017

Change Order

PROJECT: <i>(Name and address)</i> Southwest Counseling Service Johah Building 2710 Ankeny Way Rock Springs, WY 82901	CONTRACT INFORMATION: Contract For: Construction Date: October 22, 2024	CHANGE ORDER INFORMATION: Change Order Number: 001 Date: August 02, 2025
OWNER: <i>(Name and address)</i> Sweetwater County 80 West Flaming Gorge Way Green River, WY 82935	ARCHITECT: <i>(Name and address)</i> Plan One/ Architects 4020 Dewer Drive, Suite A Rock Springs, WY 82901	CONTRACTOR: <i>(Name and address)</i> WS Construction LLC P.O. Box 25 Paradise, UT 84328

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Modify the scope of work to include Bid Alternate No. Three with updated pricing. Original Deduct was \$320,000 at time of contract execution and bid. Price to reinstated and perform work is \$330,000 as indicated in the attached letter from WS Construction dated March 17, 2025.

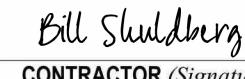
Contract time is also extended by 78 days. Pending final schedule by asphalt crews to perform work, further adjustment may be required.

The original Contract Sum was	\$ 643,100.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 643,100.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 330,000.00
The new Contract Sum including this Change Order will be	\$ 973,100.00

The Contract Time will be increased by Seventy-Eight (78) days.
The new date of Substantial Completion will be September 12, 2025

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

 ARCHITECT <i>(Signature)</i> BY: William W. Wheatley, AIA, Vice President <i>(Printed name, title, and license number if required)</i> 08/04/2025 Date	 CONTRACTOR <i>(Signature)</i> BY: Bill Shuldberg, Owner <i>(Printed name and title)</i> 8/8/2025 Date SWC BOARD <i>(Signature)</i> BY: Kayleen Logan, Board Chair <i>(Printed name and title)</i> Date	 COUNTY COMMISSION <i>(Signature)</i> BY: Keaton D. West, Board Chair <i>(Printed name and title)</i> Date
--	---	---

March 17, 2025

Mr .William Wheatley
Plan One Architects

RE: Site Work at Ankeny Modular Building

As per request to evaluate deductive alternate 3 of the original bid for the project that was incorporated into the contract award (scope deletion) the following is offered.

Scope of site work generally includes excavation/haul off of existing road base, placement of 6" of road base and 4" asphalt on **existing** subgrade, pavement striping, ADA Signage, concrete curb and waterway, and landscape rock as per notes 8,12,14,15,16,18,19, and 21 on Sheet AS1.1

Additional work has been identified as necessary to replace missing curb wall with tie ins on the north side of the property.

The costs reflect incorporation of the road base and asphalt mix designs included as attachments.

The sitework subcontractor has included measures and costs for internal QC compaction testing for road base and asphalt. No other inspection/testing costs are included.

Additional information/investigation is needed to confirm if roof drains have previously been piped beyond the limits of asphalt.

Costs for excavation of soft spots, if present, in the subgrade are not included as it is an unknown condition.

Drainage will generally be as per the present slope of the area with the intent of having no ponding of surface water.

Beginning of this work is weather dependent and may extend the completion date of the project.

Cost to incorporate this work is \$330,000.00

Prior to preparing a change order for this work I would like to meet and further discuss the incorporation of this work.

Thank you,

Bill Shuldborg
WS Construction



Enriching lives through wellness, recovery, and hope

Southwest Counseling Service
 2300 Foothill Boulevard
 Rock Springs, WY 82901
 (307) 352-6677 / Fax: (307) 352-6614

October 10, 2024

Sweetwater County Board of County Commissioners:

Below are the FY25 bid results associated with Grant ARPA-HHS-1127 Southwest Counseling Jonah Facility Home.

<u>Contractor</u>	<u>Total Base Bid</u>
Shepard Construction Solutions LLC	\$1,054,385.50
WS Construction LLC	\$950,000.00

Due to limitations of available funding for the project being less than the total base bid of \$950,000, we recommend the award be based on the Base Bid, Bid Alternate No. 2 (additive), and Bid Alternate No. 3 (deductive), making the final bid award \$643,100.00

Recommendation:

Award the Bid for the FY25 Southwest Counseling Grant ARPA-HHS-1127 Southwest Counseling Jonah Facility Home project to WS Construction LLC for \$643,100 and authorize the Chairman to sign all necessary project documents.

Sincerely,

Melissa Wray-Marchetti

CFO of Southwest Counseling Service

October 10, 2024

Ms. Melissa Wray-Marchetti, CFO
Southwest Counseling Service
2300 Foothill Boulevard
Rock Springs, WY 82901

RE: Recommendation to Award: Ankeny (Jonah) Modular

Dear Melissa,

I provide the following feedback as it relates to the bids received for the above-mentioned project.

Proposals Received

There were 3 potential bidders as a result of the mandatory pre-bid conference.

Shepard Construction	Base Bid: No Bid Received	Resident: NA
Shepard Construction Solutions:	Base Bid: \$1,054,385.50	Resident: Y
W.S. Construction:	Base Bid: \$ 950,000.00	Resident: N

Conclusion and Recommendation

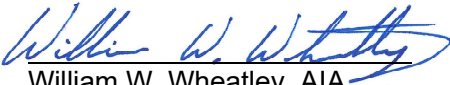
Wyoming's 5% Preference law requires the bid received by any out-of-state contractor, to carry a minimum margin of 5% lower than the next available bid, if the next available bid provided is from a Wyoming Resident Contractor. Therefore, to comply with state law, the bid received by Shepard Construction Solutions, could not be greater than \$997,500 to be considered for award.

In review of both base bids received, and in compliance with Wyoming Statute § 16-6-102, the bid received for \$950,000.00 by W.S. Construction remains the apparent low. The bid included necessary documents due at time of bid, therefore, is considered a complete and compliant bid.

Due to limitations of available budget for the project being less than the total base bid, it is recommended the award be based on the Base Bid, Alternate No. 2 – Additive, and Alternate No. 3 – Deductive, making the final contract award amount **\$643,100.00**.

As such, it is recommended that upon agreement of the Southwest Counseling Board, W.S Construction be awarded the project.

Please feel free to contact me with any questions.


William W. Wheatley, AIA
Vice President

Attachments: SCS Bid / WS Construction Bid



MEETING REQUEST FORM

Meeting Date Requested: August 19, 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: 11:10- Sweetwater County Public Works Combined Facility Change Order #001 for Time Only
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 request is to move the substantial completion deadline from August 15th, 2025, to September 24, 2025. 38 total days	
Attachments: G701-2017 - Change Order #001.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

[G701-2017 - Change Order #001.pdf](#)



AIA® Document G701® – 2017

Change Order

PROJECT: *(Name and address)*
2247 - Sweetwater County Public Works
Combined Facility
#3 Layos Road Rock Springs, WY 82901

OWNER: *(Name and address)*
Sweetwater County
80 West Flaming Gorge Way
Green River, WY 82935

CONTRACT INFORMATION:
Contract For: Construction Manager at
Risk
Date: September 18, 2024

ARCHITECT: *(Name and address)*
Plan One/ Architects
4020 Dewey Drive, Suite A
Rock Springs, WY 82901

CHANGE ORDER INFORMATION:
Change Order Number: 001
Date: August 11, 2025

CONTRACTOR: *(Name and address)*
Groathouse Construction
3630 Big Horn Avenue
Cody, WY 82414

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

A no cost change order to adjust date of substantial completion to a per building condition:

As discussed between Owner, Architect, and Contractor during an in-person meeting on July 31st, 2025, the following was determined:

- Building "E" Engineering & Operations: Substantial Completion August 15th, 2025 shall remain as indicated in the original A133 Amendment to the Contract to establish Guaranteed Maximum Price.
- Building "F" Fleet & Vehicle Maintenance: Substantial Completion August 15th, 2025 shall be amended to September 24th, 2025.

The original Guaranteed Maximum Price was	\$	0.00
The net change by previously authorized Change Orders	\$	0.00
The Guaranteed Maximum Price prior to this Change Order was	\$	0.00
The Guaranteed Maximum Price will be unchanged by this Change Order in the amount of	\$	0.00
The new Guaranteed Maximum Price including this Change Order will be	\$	0.00

The Contract Time will be increased by Forty-One (41) days.

The new date of Substantial Completion will be September 24, 2025

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

William W. Wheatley

ARCHITECT *(Signature)*

BY: William W. Wheatley, AIA, Vice
President

*(Printed name, title, and license
number if required)*

8/11/2025

Date

Fred Bronnenberg

CONTRACTOR *(Signature)*

BY: Fred Bronnenberg, Vice President
(Printed name and title)

8/11/2025

Date

OWNER *(Signature)*

BY: Keaton D. West, Chairman,
Sweetwater County Commissioners

(Printed name and title)

Date



MEETING REQUEST FORM

Meeting Date Requested: August 19, 2025	Contact Phone and E-mail: 307-872-3921 legerskig@sweetwatercountywy.gov & 307-872-3845 deleonj@sweetwatercountywy.gov
Presenters Name, Title and Name of Organization: Gene Legerski, Sweetwater County Public Works Director & John DeLeon, Sweetwater County Chief Deputy County Attorney	Exact Wording for Agenda: 11:15- Verizon Wireless First Amendment to Land Lease Agreement
Preference of Placement on Agenda & Amount of Time Requested for Presentation: No placement preference, 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? No	If you are submitting a Resolution or Proclamation, please forward in Word format to: shoemakers@sweetwatercountywy.gov
Additional Information:	
Attachments: First Amendment to Land Lease Agreement.docx Verizon Land Lease Agreement.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

[First Amendment to Land Lease Agreement.docx](#)

[Verizon Land Lease Agreement.pdf](#)

FIRST AMENDMENT TO LAND LEASE AGREEMENT

This First Amendment to Land Lease Agreement (this "**Amendment**") is made effective as of the latter signature date hereof (the "**Effective Date**") by and between **Sweetwater County, Wyoming**, ("**Lessor**") and **CommNet Cellular Inc. d/b/a Verizon Wireless**, a Delaware corporation ("**Lessee**") (Lessor and Lessee being collectively referred to herein as the "**Parties**").

RECITALS

WHEREAS, Lessor owns the real property described on **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"); and

WHEREAS, Lessor (or its predecessor-in-interest) and Lessee (or its predecessor-in-interest) entered into that certain Land Lease Agreement dated June 18, 2012 (as the same may have been amended from time to time, collectively, the "**Lease**"), pursuant to which the Lessee leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises are also described on **Exhibit A**; and

WHEREAS, Lessee, Verizon Communications Inc., a Delaware corporation, and other parties identified therein, entered into a Management Agreement and a Master Prepaid Lease, both with an effective date of March 27, 2015 and both with ATC Sequoia LLC, a Delaware limited liability company ("**American Tower**"), pursuant to which American Tower subleases, manages, operates and/or maintains, as applicable, the Leased Premises, all as more particularly described therein; and

WHEREAS, Lessee has granted American Tower a limited power of attorney (the "**POA**") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Lessee, all as more particularly set forth in the POA; and

WHEREAS, Lessor and Lessee desire to amend the terms of the Lease thereof and to otherwise modify the Lease as expressly provided herein.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **One-Time Payment.** Lessee shall pay to Lessor a one-time payment in the amount of One Hundred and No/100 Dollars (\$100.00), payable within thirty (30) days of the Effective Date and subject to the following conditions precedent: (a) Lessee's receipt of this Amendment executed by Lessor, on or before September 1, 2025; (b) Lessee's confirmation that Lessor's statements as further set forth in this Amendment are true, accurate, and complete, including verification of Lessor's ownership; (c) Lessee's receipt of any documents and other items reasonably requested by Lessee in order to effectuate the transaction and payment contemplated herein; and (d) receipt by Lessee of an original Memorandum (as defined herein) executed by Lessor.

Site No: 420059
VZW Site No: 250715
Site Name: WY3 GARRETT WY

2. **Lease Term Extended.** Notwithstanding anything to the contrary contained in the Lease or this Amendment, the Parties agree the Lease originally commenced on July 1, 2012 and, without giving effect to the terms of this Amendment but assuming the exercise by Lessee of all remaining renewal options contained in the Lease (each an “**Existing Renewal Term**” and, collectively, the “**Existing Renewal Terms**”), the Lease is otherwise scheduled to expire on June 30, 2037. In addition to any Existing Renewal Term(s), the Lease is hereby amended to provide Lessee with the option to extend the Lease for one (1) additional five (5) year renewal term (a “**New Renewal Term**” and, collectively, the “**New Renewal Terms**”). Notwithstanding anything to the contrary contained in the Lease, (a) all Existing Renewal Terms and New Renewal Terms shall automatically renew unless Lessee notifies Lessor that Lessee elects not to renew the Lease, as amended herein, at least sixty (60) days prior to the commencement of the next Renewal Term (as defined below) and (b) Lessor shall be able to terminate the Lease, as amended herein, only in the event of a material default by Lessee, which default is not cured within sixty (60) days of Lessee’s receipt of written notice thereof, provided, however, in the event that Lessee has diligently commenced to cure a material default within sixty (60) days of Lessee’s actual receipt of notice thereof and reasonably requires additional time beyond the sixty (60) day cure period described herein to effect such cure, Lessee shall have such additional time as is necessary (beyond the sixty (60) day cure period) to effect the cure. References in this Amendment to “**Renewal Term**” shall refer, collectively, to the Existing Renewal Term(s) and the New Renewal Term(s). The Lessor hereby agrees to execute and return to Lessee an original Memorandum of Lease in the form and of the substance attached hereto and by this reference made a part hereof (the “**Memorandum**”) executed by Lessor, together with any applicable forms needed to record the Memorandum, which forms shall be supplied by Lessee to Lessor.
3. **Additional Ground Space.**
- a. For good and valuable consideration, the receipt adequacy and sufficiency of which are hereby acknowledged, effective as of the Commencement Date (as defined below) Lessor hereby leases to Lessee approximately an additional **two hundred fifty-five (255) square feet** of land (the “**Expanded Lease Area**”). The Expanded Lease Area is described, depicted and/or designated on **Exhibit B** attached hereto and by this reference made a part hereof. Lessee may use the Expanded Lease Area in the same manner that Lessee is permitted to use the Leased Premises. On and after the occurrence of the Commencement Date, Expanded Lease Area shall be (and shall be deemed to be for all purposes), without further action of the Parties hereto, part of the Leased Premises and any references to the Leased Premises in the Lease, as amended hereby, shall include (and shall be deemed to include for all purposes) the Expanded Lease Area.
- b. Lessor hereby grants to Lessee, American Tower, its officers, agents, employees, customers, and/or independent contractors the right and privilege to enter upon the Parent Parcel, Leased Premises, and/or the Expanded Lease Area at any time on or after the Effective Date, to perform or cause to be performed test borings of the soil, environmental audits, sampling, and/or tests, engineering studies and to conduct a survey of the Parent Parcel, Leased Premises and/or the Expanded Lease Area. Further, at any time on and after the Effective Date, Lessor hereby grants to Lessee, American Tower, its officers, agents, employees, customers, and/or independent contractors the right and privilege to enter upon and reasonably use the portions of the Parent Parcel immediately adjacent to the Leased Premises and Expanded Lease Area for the purposes of accessing, constructing, installing, repairing, maintaining, and/or removing improvements within the Leased Premises and/or Expanded Lease Area. Lessor will not unreasonably interfere with Lessee’s use of the Parent Parcel, Leased Premises and/or the Expanded Lease Area in conducting these activities.

- c. **"Commencement Date"** shall be the earlier of: (i) the date that one of Lessee's (or American Tower's) customers commences payment to Lessee (or American Tower) under a sublease, license or other form of collocation agreement that grants said customer use of the Expanded Lease Area; (ii) the date that Lessee (and/or American Tower) issues a written 'Notice To Proceed' to one of Lessee's (or American Tower's) customers for the purpose of commencing said customer's installation of equipment on all or a portion the Expanded Lease Area; (iii) if no written 'Notice to Proceed' is issued, then the date that Lessee, American Tower, or a customer, licensee, or sublessee thereof commences to install its equipment or other personal property at, on, or within the Expanded Leased Area; (iv) the date that Lessee (and/or American Tower) issues a written notice to Lessor evidencing its intent to commence leasing the Expanded Lease Area, or (v) in the event Lessee (and/or American Tower) commences payment of the additional rent described in Subsection 5 below (notwithstanding the fact that such payment was not obligated to be made at the time of such payment), the date such payment commences.
 - d. Notwithstanding the foregoing, Lessee, American Tower, (or its customers, licensees, and sublessees) shall have sixty (60) months following the Effective Date to commence under the immediately preceding clauses (i), (ii), (iii), (iv) or (v) of Subsection 2(c) above (such period, the **"Commencement Period"**).
 - e. Effective as of the Commencement Date, the total rent payable under the Lease, as amended hereby, shall be increased by a sum of **Four Hundred Dollars (\$400.00)** per month (**"Expanded Lease Area Rent"**).
4. **Rent and Escalation.** Commencing on the date of the next scheduled rent increase, and on each successive annual anniversary thereafter, Rent due under the Lease, as amended herein, shall increase by an amount equal to **Five Percent (5%)** of the then-current Rent. In the event of any overpayment of Rent prior to or after the Effective Date, Lessee shall have the right to deduct from any future Rent payments an amount equal to the overpayment amount. The escalations in this Section shall be the only escalations to the Rent and any/all rental escalations otherwise contained in the Lease are hereby null and void and are of no further force and effect.
 5. **Lessor and Lessee Acknowledgments.** Except as modified herein, the Lease and all provisions contained therein remain in full force and effect and are hereby ratified and affirmed. In the event there is a conflict between the Lease and this Amendment, this Amendment shall control. The Parties hereby agree that no defaults exist under the Lease. To the extent Lessee needed consent and/or approval from Lessor for any of Lessee's activities at and uses of the site prior to the Effective Date, Lessor's execution of this Amendment is and shall be considered consent to and approval of all such activities and uses. By entering into this Amendment, Lessor is hereby notified of the proposed sublease, license or other form of collocation agreement between Lessee (or American Tower) and T-Mobile Central, LLC for the use of the Lessee's (or American Tower's) facilities within the Leased Premises. Lessor hereby agrees that Lessee has satisfied the notice requirement under the Lease. Upon request by Lessee and at Lessee's sole cost and expense but without additional consideration owed to Lessor, Lessor hereby agrees to promptly execute and return to Lessee building permits, zoning applications and other forms and documents, including a memorandum of lease, as required for the use of the Leased Premises and/or Expanded Lease Area by Lessee and/or Lessee's customers, licensees, and sublessees. Lessor hereby appoints Lessee as Lessor's attorney-in-fact coupled with an interest to prepare, execute and deliver land use and zoning and building permit applications that concern the Leased Premises and/or Expanded Lease

Area, on behalf of Lessor with federal, state and local governmental authorities, provided that such applications shall be limited strictly to the use of the Leased Premises and/or Expanded Lease Area as a wireless telecommunications facility and that such attorney-in-fact shall not allow Lessee to re-zone or otherwise reclassify the Leased Premises, Expanded Lease Area or the Parent Parcel. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.

6. **Non-Compete.** During the original term, any Existing Renewal Terms, and/or any New Renewal Terms of this Lease, Lessor shall not sell, transfer, grant, convey, lease, and/or license by deed, easement, lease, license or other legal instrument, an interest in and to, or the right to use or occupy any portion of the Parent Parcel or Lessor's contiguous, adjacent, adjoining or surrounding property to any person or entity directly or indirectly engaged in the business of owning, acquiring, operating, managing, investing in or leasing wireless telecommunications infrastructure (any such person or entity, a "***Third Party Competitor***") without the prior written consent of Lessee, which may be withheld, conditioned, and/or delayed in Lessee's sole, reasonable discretion.
7. **Lessor Statements.** Lessor hereby represents and warrants to Lessee that: (i) to the extent applicable, Lessor is duly organized, validly existing, and in good standing in the jurisdiction in which Lessor was organized, formed, or incorporated, as applicable, and is otherwise in good standing and authorized to transact business in each other jurisdiction in which such qualifications are required; (ii) Lessor has the full power and authority to enter into and perform its obligations under this Amendment, and, to the extent applicable, the person(s) executing this Amendment on behalf of Lessor, have the authority to enter into and deliver this Amendment on behalf of Lessor; (iii) no consent, authorization, order, or approval of, or filing or registration with, any governmental authority or other person or entity is required for the execution and delivery by Lessor of this Amendment; (iv) Lessor is the sole owner of the Leased Premises and all other portions of the Parent Parcel; (v) to the best of Lessor's knowledge, there are no agreements, liens, encumbrances, claims, claims of lien, proceedings, or other matters (whether filed or recorded in the applicable public records or not) related to, encumbering, asserted against, threatened against, and/or pending with respect to the Leased Premises or any other portion of the Parent Parcel which do or could (now or any time in the future) adversely impact, limit, and/or impair Lessee's rights under the Lease, as amended and modified by this Amendment; (vi) so long as Lessee performs its obligations under the Lease, Lessee shall peaceably and quietly have, hold and enjoy the Leased Premises, and Lessor shall not act or permit any third person to act in any manner which would interfere with or disrupt Lessee's business or frustrate Lessee or Lessee's customers' use of the Leased Premises and (vii) the square footage of the Leased Premises is the greater of Lessee's existing improvements on the Parent Parcel or the land area conveyed to Lessee under the Lease. The representations and warranties of Lessor made in this Section shall survive the execution and delivery of this Amendment. Lessor hereby does and agrees to indemnify Lessee for any damages, losses, costs, fees, expenses, or charges of any kind sustained or incurred by Lessee as a result of the breach of the representations and warranties made herein or if any of the representations and warranties made herein prove to be untrue. The aforementioned indemnification shall survive the execution and delivery of this Amendment.
8. **Confidentiality.** Notwithstanding anything to the contrary contained in an Order of court, the Wyoming Public Meetings Act, the Wyoming Public Records Act, the Lease or in this Amendment, Lessor agrees and acknowledges that all the terms of this Amendment and the Lease and any information furnished to Lessor by Lessee or American Tower in connection therewith shall be and remain confidential. Except with Lessor's family, attorney, accountant, broker, lender, a prospective

fee simple purchaser of the Parent Parcel, or if otherwise required by law, Lessor shall not disclose any such terms or information without the prior written consent of Lessee. The terms and provisions of this Section shall survive the execution and delivery of this Amendment.

9. **Notices.** The Parties acknowledge and agree that Section 23 of the Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date the notice address and requirements of the Lease, as modified by this Amendment, shall be controlled by this Section of this Amendment. All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Lessor at: 80 W Flaming Gorge Way, Suite 21, Green River, WY 82935; to Lessee at: Attn: Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921 and to Attn.: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn.: Legal Dept., 116 Huntington Avenue, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
10. **Counterparts.** This Amendment may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Amendment by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of the Amendment by electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Amendment by all Parties to the same extent as an original signature.
11. **Governing Law.** The Parties acknowledge and agree that Section 21 of the Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date and notwithstanding anything to the contrary contained in the Lease and in this Amendment, the Lease and this Amendment shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.
12. **Waiver.** Notwithstanding anything to the contrary contained herein or in the Lease, in no event shall Lessor or Lessee be liable to the other for, and Lessor and Lessee hereby waive, to the fullest extent permitted under applicable law, the right to recover incidental, consequential (including, without limitation, lost profits, loss of use or loss of business opportunity), punitive, exemplary and similar damages.
13. **Lessee's Securitization Rights; Estoppel.** Lessor hereby consents to the granting by Lessee of one or more leasehold mortgages, collateral assignments, liens, and/or other security interests (collectively, a "***Security Interest***") in Lessee's (or American Tower's) interest in the Lease, as amended, and all of Lessee's (or American Tower's) property and fixtures attached to and lying within the Leased Premises and further consents to the exercise by Lessee's (or American Tower's) mortgagee ("***Lessee's Mortgagee***") of its rights to exercise its remedies, including without limitation foreclosure, with respect to any such Security Interest. Lessor shall recognize the holder of any such Security Interest of which Lessor is given prior written notice (any such holder, a "***Holder***") as "Lessee" hereunder in the event a Holder succeeds to the interest of Lessee and/or

American Tower hereunder by the exercise of such remedies. Lessor further agrees to execute a written estoppel certificate within thirty (30) days of written request of the same by Lessee, American Tower, or Holder.

14. **Taxes.** During the term of the Lease, as modified by this Amendment, Lessee shall pay when due all real property, personal property, and other taxes, fees, and assessments that are directly attributable to Lessee's improvements on the Leased Premises (the "**Applicable Taxes**") directly to the local taxing authority to the extent that the Applicable Taxes are billed directly to Lessee. Lessee hereby agrees to reimburse Lessor for any Applicable Taxes billed directly to Lessor (which shall not include any taxes or other assessments attributable to periods prior to the Effective Date). Lessor must furnish written documentation (the substance and form of which shall be reasonably satisfactory to Lessee) of any Applicable Taxes along with proof of payment of the same by Lessor. Lessor shall submit requests for reimbursement in writing to: *American Tower Corporation, Attn: Lessor Relations, 10 Presidential Way, Woburn, MA 01801* unless otherwise directed by Lessee from time to time. Subject to the requirements set forth in this Section, Lessee shall make such reimbursement payment within forty-five (45) days of receipt of a written reimbursement request from Lessor. Anything to the contrary notwithstanding, Lessor is only eligible for reimbursement if Lessor requests reimbursement within one (1) year after the date such taxes became due. Additionally, Lessor shall not be entitled to reimbursement for any costs associated with an increase in the value of Lessor's real property calculated based on any monetary consideration paid from Lessee to Lessor. If Lessor fails to pay when due any real property, personal property, and other taxes, fees, and assessments affecting the Parent Parcel, Lessee shall have the right, but not the obligation, to pay such taxes on Lessor's behalf and: (i) deduct the full amount of any such taxes paid by Lessee on Lessor's behalf from any future payments required to be made by Lessee to Lessor hereunder; (ii) demand reimbursement from Lessor, which reimbursement payment Lessor shall make within thirty (30) days of such demand by Lessee; and/or (iii) collect from Lessor any such tax payments made by Lessee on Lessor's behalf by any lawful means.
15. **Conflict/Capitalized Terms.** The Parties hereby acknowledge and agree that in the event of a conflict between the terms and provisions of this Amendment and those contained in the Lease, the terms and provisions of this Amendment shall control. Except as otherwise defined or expressly provided in this Amendment, all capitalized terms used in this Amendment shall have the meanings or definitions ascribed to them in the Lease. To the extent of any inconsistency in or conflict between the meaning, definition, or usage of any capitalized terms in this Amendment and the meaning, definition, or usage of any such capitalized terms or similar or analogous terms in the Lease, the meaning, definition, or usage of any such capitalized terms in this Amendment shall control.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

LESSOR:

Sweetwater County, Wyoming

Signature: _____

Print Name: _____

Title: _____

Date: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

LESSEE:

CommNet Cellular Inc. d/b/a Verizon Wireless
a Delaware corporation

By: ATC Sequoia LLC, a Delaware limited liability company
Title: Attorney-in-Fact

Signature: _____
Print Name: _____
Title: _____
Date: _____

EXHIBIT A

This Exhibit A may be replaced at Lessee's option as described below.

PARENT PARCEL

Lessee shall have the right to replace this description with a description obtained from Lessor's deed (or deeds) that include the land area encompassed by the Lease and Lessee's improvements thereon.

The Parent Parcel consists of the entire legal taxable lot owned by Lessor as described in a deed (or deeds) to Lessor of which the Leased Premises is a part thereof with such Parent Parcel being described below:

PARENT PARCEL:

THE SOUTH HALF OF SECTION 10, T 19 N, R 105 W, OF THE SIXTH PRINCIPAL MERIDIAN, SWEETWATER COUNTY WYOMING, AND THE WEST 200 FEET MORE OR LESS OF THE NW ¼ OF THE SW ¼ OF SECTION 11, T 19 N. R 105 W. OF THE SIXTH PRINCIPAL MERIDIAN, SWEETWATER COUNTY WYOMING.

THE LEGAL DESCRIPTION PROVIDED HEREIN INCLUDES PARCEL ID'S 1905-02-2-00-002-00 & 1905-10-4-00-001-00, BUT THEY ARE NOT INTENDED TO BE INCLUDED IN THIS REPORT.

LESS AND EXCEPT ANY ROADWAYS.

PARCEL NO. 1905-10-3-00-005-00 (ACCOUNT # R0117287)

THIS BEING A THE SAME PROPERTY CONVEYED TO SWEETWATER COUNTY, WYOMING FROM THE UNITED STATES OF AMERICA IN PATENT NUMBER 49-75-0043.

LEASED PREMISES

Lessee shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Lessee.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Lessee in the Lease; (ii) Lessee's (and Lessee's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any):

LEASE AREA:

A PARCEL OF LAND WITHIN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER (NW1/4 SW1/4) OF SECTION 10, TOWNSHIP 19 NORTH, RANGE 105 WEST, CITY OF ROCK SPRINGS, SWEETWATER COUNTY, WYOMING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 10; THENCE S89°18'41"E ALONG THE EAST-WEST CENTER SECTION LINE, 797.71 FEET; THENCE S00°41'19"W ALONG A LINE PERPENDICULAR TO SAID EAST-WEST LINE, 366.82 FEET TO THE POINT OF BEGINNING; THENCE S22°39'40"W, 25.00 FEET; THENCE N67°30'36"W, 55.00 FEET; THENCE N21°58'15"E, 24.85 FEET; THENCE S67°39'59"E, 55.30 FEET TO THE POINT OF BEGINNING.

CONTAINING A TOTAL CALCULATED AREA OF 1,374.6 SQUARE FEET OR 0.032 ACRE, MORE OR LESS.

Site No: 420059
VZW Site No: 250715
Site Name: WY3 GARRETT WY

EXHIBIT A (cont.)

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Lessee (and Lessee's customers) for ingress, egress and utility purposes from the Leased Premises to and from a public right of way, including but not limited to the following:

ACCESS EASEMENT:

A 20 FOOT WIDE STRIP OF LAND WITHIN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER (NW1/4 SW1/4) OF SECTION 10, TOWNSHIP 19 NORTH, RANGE 105 WEST, CITY OF ROCK SPRINGS, SWEETWATER COUNTY, WYOMING, LYING 10 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 10; THENCE S89°18'41"E ALONG THE EAST-WEST CENTER SECTION LINE, 746.31 FEET; THENCE S00°41'19"W, 346.42 FEET; THENCE S21°58'15"W, 15.00 FEET; THENCE N67°39'59"W, 10.00 FEET TO THE POINT OF BEGINNING; THENCE S21°58'15"W, 19.82 FEET; THENCE S67°30'36"E, 83.74 FEET; THENCE N22°39'25"E, 59.04 FEET; THENCE N67°20'35"W, 147.95 FEET; THENCE 233.93 FEET ALONG A 300.00 FOOT RADIUS CURVE TO THE LEFT, OF WHICH THE CHORD BEARS N89°40'54"W, 228.05 FEET; THENCE S67°58'49"W, 134.63 FEET, MORE OR LESS, TO THE NORTHEASTERLY RIGHT-OF-WAY LINE FOR YELLOWSTONE ROAD (COUNTY ROAD 58) AND THE POINT OF TERMINUS.

CONTAINING A TOTAL CALCULATED AREA OF 13,582.1 SQUARE FEET OR 0.312 ACRE, MORE OR LESS.

UTILITY EASEMENT:

BEING A STRIP OF LAND 5.00 FEET IN WIDTH LYING WITHIN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 19 NORTH, RANGE 105 WEST, COUNTY OF SWEETWATER, STATE OF WYOMING, LYING 2.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT POINT "B" AS DESCRIBED ABOVE; THENCE N67°20'37"W, 4.00 FEET; THENCE S61°50'48"W, 272.28 FEET TO THE END OF SAID STRIP OF LAND.

EXCEPT ANY PORTION LYING WITHIN THE RIGHT-OF-WAY OF YELLOWSTONE DRIVE.

SIDELINES OF SAID STRIPS OF LAND ARE TO BE LENGTHENED AND/OR SHORTENED TO PREVENT GAPS AND/OR OVERLAPS.

EXHIBIT B

Lessee shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Lessee.

EXPANDED LEASE AREA

The square footage of the Expanded Lease Area shall be the greater of 255 square feet or the legal description or depiction below (if any):

EXPANSION AREA:

A PARCEL OF LAND WITHIN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER (NW1/4 SW1/4) OF SECTION 10, TOWNSHIP 19 NORTH, RANGE 105 WEST, CITY OF ROCK SPRINGS, SWEETWATER COUNTY, WYOMING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 10; THENCE S89°18'41"E ALONG THE EAST-WEST CENTER SECTION LINE, 746.31 FEET; THENCE S00°41'19"W ALONG A LINE PERPENDICULAR TO SAID EAST-WEST LINE, 346.42 FEET TO THE POINT OF BEGINNING; THENCE S21°58'15"W, 15.00 FEET; THENCE N67°39'59"W, 17.00 FEET; THENCE N21°58'15"E, 15.00 FEET; THENCE S67°39'59"E, 17.00 FEET TO THE POINT OF BEGINNING.

CONTAINING A TOTAL CALCULATED AREA OF 255.0 SQUARE FEET OR 0.006 ACRE, MORE OR LESS.

Prepared by and Return to:

American Tower

10 Presidential Way

Woburn, MA 01801

Attn: Land Management/Ann F. DeBaggis, Esq.

ATC Site No: 420059

ATC Site Name: WY3 GARRETT WY

Assessor's Parcel No(s): 1905-10-3-00-005-00

Prior Recorded Lease Reference:

BK 1196, PG 1536

State of Wyoming

County of Sweetwater

MEMORANDUM OF LEASE

This Memorandum of Lease (the "**Memorandum**") is entered into as of the latter signature date hereof, by and between **Sweetwater County, Wyoming**, ("**Lessor**") and **CommNet Cellular Inc. d/b/a Verizon Wireless**, a Delaware corporation ("**Lessee**").

NOTICE is hereby given of the Lease (as defined and described below) for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

1. **Parent Parcel and Lease.** Lessor is the owner of certain real property being described in **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"). Lessor (or its predecessor-in-interest) and Lessee (or its predecessor-in-interest) entered into that certain Land Lease Agreement dated June 18, 2012 (as the same may have been amended from time to time, collectively, the "**Lease**"), pursuant to which the Lessee leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises is also described on **Exhibit A**.
2. **American Tower.** Lessee, Verizon Communications Inc., a Delaware corporation, and other parties identified therein, entered into a Management Agreement and a Master Prepaid Lease, both with an effective date of March 27, 2015 and both with ATC Sequoia LLC, a Delaware limited liability company ("**American Tower**"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Leased Premises, all as more particularly described therein. In connection with these responsibilities, Lessee has also granted American Tower a limited power of attorney (the "**POA**") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Lessee, all as more particularly set forth in the POA.

Site No: 420059

VZW Site No: 250715

Site Name: WY3 GARRETT WY

3. **Expiration Date.** Subject to the terms, provisions, and conditions of the Lease, and assuming the exercise by Lessee of all renewal options contained in the Lease, the final expiration date of the Lease would be June 30, 2042. Notwithstanding the foregoing, in no event shall Lessee be required to exercise any option to renew the term of the Lease.
4. **Leased Premises Description.** Lessee shall have the right, exercisable by Lessee at any time during the original or renewal terms of the Lease, to cause an as-built survey of the Leased Premises to be prepared and, thereafter, to replace, in whole or in part, the description(s) of the Leased Premises set forth on **Exhibit A** with a legal description or legal descriptions based upon such as-built survey. Upon Lessee's request, Lessor shall execute and deliver any documents reasonably necessary to effectuate such replacement, including, without limitation, amendments to this Memorandum and to the Lease.
5. **Expanded Lease Area.** The Lessor has granted to Lessee an Expanded Lease Area increasing the Leased Premises by approximately two hundred fifty-five (255) square feet, as depicted and/or described on **Exhibit B** attached hereto and by this reference made a part hereof.
6. **Effect/Miscellaneous.** This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Lessor hereby grants the right to Lessee to complete and execute on behalf of Lessor any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.
7. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Lessor at: 80 W Flaming Gorge Way, Suite 21, Green River, WY 82935; to Lessee at: Attn: Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921 and to Attn.: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn.: Legal Dept., 116 Huntington Avenue, Boston, MA 02116. Any of the parties hereto, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
8. **Counterparts.** This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.
9. **Governing Law.** This Memorandum shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

Site No: 420059
VZW Site No: 250715
Site Name: WY3 GARRETT WY

IN WITNESS WHEREOF, Lessor and Lessee have each executed this Memorandum as of the day and year set forth below.

LESSOR

WITNESSES

Sweetwater County, Wyoming

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 202____, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

LESSEE

CommNet Cellular Inc. d/b/a Verizon Wireless
a Delaware corporation

By: ATC Sequoia LLC, a Delaware limited liability company
Title: Attorney-in-Fact

Signature: _____
Print Name: _____
Title: _____
Date: _____

WITNESSES

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 202____, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

Site No: 420059
VZW Site No: 250715
Site Name: WY3 GARRETT WY

EXHIBIT A

This Exhibit A may be replaced at Lessee's option as described below.

PARENT PARCEL

Lessee shall have the right to replace this description with a description obtained from Lessor's deed (or deeds) that include the land area encompassed by the Lease and Lessee's improvements thereon.

The Parent Parcel consists of the entire legal taxable lot owned by Lessor as described in a deed (or deeds) to Lessor of which the Leased Premises is a part thereof with such Parent Parcel being described below:

PARENT PARCEL:

THE SOUTH HALF OF SECTION 10, T 19 N, R 105 W, OF THE SIXTH PRINCIPAL MERIDIAN, SWEETWATER COUNTY WYOMING, AND THE WEST 200 FEET MORE OR LESS OF THE NW ¼ OF THE SW ¼ OF SECTION 11, T 19 N. R 105 W. OF THE SIXTH PRINCIPAL MERIDIAN, SWEETWATER COUNTY WYOMING.

THE LEGAL DESCRIPTION PROVIDED HEREIN INCLUDES PARCEL ID'S 1905-02-2-00-002-00 & 1905-10-4-00-001-00, BUT THEY ARE NOT INTENDED TO BE INCLUDED IN THIS REPORT.

LESS AND EXCEPT ANY ROADWAYS.

PARCEL NO. 1905-10-3-00-005-00 (ACCOUNT # R0117287)

THIS BEING A THE SAME PROPERTY CONVEYED TO SWEETWATER COUNTY, WYOMING FROM THE UNITED STATES OF AMERICA IN PATENT NUMBER 49-75-0043.

LEASED PREMISES

Lessee shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Lessee.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Lessee in the Lease; (ii) Lessee's (and Lessee's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any):

LEASE AREA:

A PARCEL OF LAND WITHIN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER (NW1/4 SW1/4) OF SECTION 10, TOWNSHIP 19 NORTH, RANGE 105 WEST, CITY OF ROCK SPRINGS, SWEETWATER COUNTY, WYOMING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 10; THENCE S89°18'41"E ALONG THE EAST-WEST CENTER SECTION LINE, 797.71 FEET; THENCE S00°41'19"W ALONG A LINE PERPENDICULAR TO SAID EAST-WEST LINE, 366.82 FEET TO THE POINT OF BEGINNING; THENCE S22°39'40"W, 25.00 FEET; THENCE N67°30'36"W, 55.00 FEET; THENCE N21°58'15"E, 24.85 FEET; THENCE S67°39'59"E, 55.30 FEET TO THE POINT OF BEGINNING.

CONTAINING A TOTAL CALCULATED AREA OF 1,374.6 SQUARE FEET OR 0.032 ACRE, MORE OR LESS.

Site No: 420059
VZW Site No: 250715
Site Name: WY3 GARRETT WY

EXHIBIT A (cont.)

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Lessee (and Lessee's customers) for ingress, egress and utility purposes from the Leased Premises to and from a public right of way, including but not limited to the following:

ACCESS EASEMENT:

A 20 FOOT WIDE STRIP OF LAND WITHIN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER (NW1/4 SW1/4) OF SECTION 10, TOWNSHIP 19 NORTH, RANGE 105 WEST, CITY OF ROCK SPRINGS, SWEETWATER COUNTY, WYOMING, LYING 10 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 10; THENCE S89°18'41"E ALONG THE EAST-WEST CENTER SECTION LINE, 746.31 FEET; THENCE S00°41'19"W, 346.42 FEET; THENCE S21°58'15"W, 15.00 FEET; THENCE N67°39'59"W, 10.00 FEET TO THE POINT OF BEGINNING; THENCE S21°58'15"W, 19.82 FEET; THENCE S67°30'36"E, 83.74 FEET; THENCE N22°39'25"E, 59.04 FEET; THENCE N67°20'35"W, 147.95 FEET; THENCE 233.93 FEET ALONG A 300.00 FOOT RADIUS CURVE TO THE LEFT, OF WHICH THE CHORD BEARS N89°40'54"W, 228.05 FEET; THENCE S67°58'49"W, 134.63 FEET, MORE OR LESS, TO THE NORTHEASTERLY RIGHT-OF-WAY LINE FOR YELLOWSTONE ROAD (COUNTY ROAD 58) AND THE POINT OF TERMINUS.

CONTAINING A TOTAL CALCULATED AREA OF 13,582.1 SQUARE FEET OR 0.312 ACRE, MORE OR LESS.

UTILITY EASEMENT:

BEING A STRIP OF LAND 5.00 FEET IN WIDTH LYING WITHIN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 19 NORTH, RANGE 105 WEST, COUNTY OF SWEETWATER, STATE OF WYOMING, LYING 2.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT POINT "B" AS DESCRIBED ABOVE; THENCE N67°20'37"W, 4.00 FEET; THENCE S61°50'48"W, 272.28 FEET TO THE END OF SAID STRIP OF LAND.

EXCEPT ANY PORTION LYING WITHIN THE RIGHT-OF-WAY OF YELLOWSTONE DRIVE.

SIDELINES OF SAID STRIPS OF LAND ARE TO BE LENGTHENED AND/OR SHORTENED TO PREVENT GAPS AND/OR OVERLAPS.

EXHIBIT B

Lessee shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Lessee.

EXPANDED LEASE AREA

The square footage of the Expanded Lease Area shall be the greater of 255 square feet or the legal description or depiction below (if any):

EXPANSION AREA:

A PARCEL OF LAND WITHIN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER (NW1/4 SW1/4) OF SECTION 10, TOWNSHIP 19 NORTH, RANGE 105 WEST, CITY OF ROCK SPRINGS, SWEETWATER COUNTY, WYOMING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 10; THENCE S89°18'41"E ALONG THE EAST-WEST CENTER SECTION LINE, 746.31 FEET; THENCE S00°41'19"W ALONG A LINE PERPENDICULAR TO SAID EAST-WEST LINE, 346.42 FEET TO THE POINT OF BEGINNING; THENCE S21°58'15"W, 15.00 FEET; THENCE N67°39'59"W, 17.00 FEET; THENCE N21°58'15"E, 15.00 FEET; THENCE S67°39'59"E, 17.00 FEET TO THE POINT OF BEGINNING.

CONTAINING A TOTAL CALCULATED AREA OF 255.0 SQUARE FEET OR 0.006 ACRE, MORE OR LESS.

LAND LEASE AGREEMENT

This Agreement, made this 18 day of June, 2012, between Sweetwater County, Wyoming, with its principal offices located at 80 West Flaming Gorge Way, Suite 21, Green River, Wyoming 82935, hereinafter designated LESSOR and Cellular Inc. Network Corporation d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mail Stop 4A W100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

1. PREMISES. LESSOR hereby leases to LESSEE a portion of that certain parcel of property (the entirety of LESSOR's property is referred to hereinafter as the Property), located at 3320 Yellowstone Road, Rock Springs, County of Sweetwater, State of Wyoming, and being described as a parcel containing 1,375 square feet (the "Land Space"), together with the non-exclusive right (the "Rights of Way") for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks over or along a twenty (20') foot wide right-of-way extending from the nearest public right-of-way, Yellowstone Road, to the Land Space, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights of way from the Land Space, said Land Space and Rights of Way (hereinafter collectively referred to as the "Premises") being substantially as described herein in Exhibit "A" attached hereto and made a part hereof.

In the event any public utility is unable to use the Rights of Way, the LESSOR hereby agrees to grant an additional right-of-way either to the LESSEE or to the public utility at no cost to the LESSEE.

2. SURVEY. LESSOR also hereby grants to LESSEE the right to survey the Property and the Premises, and said survey shall then become Exhibit "B" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by the LESSEE.

3. TERM; RENTAL. This Agreement shall be effective as of the date of execution by both Parties (the "Effective Date"), provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments for the first (1st) year of the initial term shall commence and be due at a total annual rental of \$14,400.00 to be paid annually on the first day of the month, in advance, to LESSOR or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 23 below. The Agreement shall commence on the first day of July, 2012 ("Commencement Date"). LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be sent by LESSEE until thirty (30) days after the Commencement Date. By way of illustration of the preceding sentence, if the Commencement Date is January 1, LESSEE shall send to the LESSOR the rental payments for January 1 and February 1 by February 1.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

Prior to the Commencement Date of this Agreement, LESSOR has the authority to permit LESSEE to use the Property and hereby grants to LESSEE the right and license to use a portion of the Property, for the installation of the following equipment: (i) a truck with a generator containing a temporary communications facility, including cellular radio transmission antennae and equipment, and (ii) any other equipment necessary for the operation of a temporary communications facility on the premises (collectively, the "Equipment"). LESSEE shall provide all power for the operation of the Equipment at its sole cost and expense. The term of said license shall be from the Effective Date to the start of installation of LESSEE's permanent facility (the "COW Term") and LESSEE shall have the right to place, operate, repair, maintain, and replace the Equipment on the Premises throughout the COW Term and to remove all or any portion of the Equipment at any time during the COW Term. LESSOR additionally grants to LESSEE an easement for ingress, egress and regress over the Property as may be required to allow for the installation, removal, routine inspection, monitoring and maintenance of the Equipment on the Premises. LESSEE shall have the right, at its sole expense, to make such improvements on the Premises as it may deem necessary, including any improvements necessary for the operation of the Equipment. LESSEE will be responsible for the cost of any site preparation work necessary to prepare the Premises to house the Equipment. Notwithstanding any provision herein, all improvements and the Equipment shall remain the property of LESSEE. Upon expiration of the license, LESSEE shall, to the extent reasonable, restore the Premises to its original condition as of the commencement of the COW Term, except for ordinary wear and tear and damage by the elements or other cause over which LESSEE had no control.

LESSOR shall have the right to terminate this Agreement on the 15th annual anniversary of the Commencement Date (the "Termination Option") on ninety (90) days prior written notice to LESSEE prior to the Termination Option. If not terminated, the Agreement's term shall continue in full force.

4. EXTENSIONS. This Agreement shall automatically be extended for four (4) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

5. ANNUAL RENTAL INCREASES. The annual rental for the second (2nd) year of the initial term and for each year thereafter including any and all extension terms shall be equal to 102% of the annual rental payable with respect to the immediately preceding year.

6. [INTENTIONALLY DELETED].

7. [INTENTIONALLY DELETED].

8. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. A security fence consisting of chain link construction or similar but comparable construction may be placed around the perimeter of the Premises at the discretion of LESSEE (not including the access easement). All improvements, equipment, antennas and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any soil boring tests are unsatisfactory; (v) LESSEE determines that the Premises is no longer technically compatible for its use, or (vi) LESSEE, in its sole discretion, determines that the use of the Premises is obsolete or unnecessary, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

9. INDEMNIFICATION. Subject to the terms of the "Wyoming Governmental Claims Act", each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

10. INSURANCE. LESSEE agrees that at its own cost and expense, it will maintain commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence.

11. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 9 and 29, neither Party shall be liable to the other, or any of their respective agents,

representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

12. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that three (3) months prior notice is given to LESSOR.

13. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there shall not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

14. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its building(s), antenna structure(s) (except footings), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws (as defined in Paragraph 33 below). If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

15. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 14 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, LESSEE holds

over in violation of Paragraph 14 and this Paragraph 15, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 14 shall equal to the rent applicable during the month immediately preceding such expiration or earlier termination.

16. [INTENTIONALLY DELETED].

17. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.

18. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

19. TITLE. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

20. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties or in a written acknowledgment in the case provided in Paragraph 3. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

21. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State in which the Property is located.

22. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder. LESSEE may sublet the Premises within its sole discretion, upon notice to LESSOR. Any sublease that is entered into by LESSEE shall be subject to the provisions of this Agreement and shall be binding upon the successors, assigns, heirs and legal representatives of the respective Parties hereto.

23. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: Sweetwater County, Wyoming
80 West Flaming Gorge Way, Suite 21
Green River, Wyoming 82935
Telephone: (307) 352-6789 (ext. 200)

LESSEE: Cellular Inc. Network Corporation
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

24. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

25. [INTENTIONALLY DELETED].

26. RECORDING. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

27. DEFAULT.

a. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.

b. In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business on the Property; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

28. [INTENTIONALLY DELETED].

29. ENVIRONMENTAL.

a. Subject to the terms of the Wyoming Governmental Claims Act, each Party will be responsible for the compliance of its activities on the Property with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as such laws may now or at any time hereafter be in effect.

b. Each Party shall hold the other harmless and indemnify the other from and assume all duties, responsibility and liability at its sole cost and expense, for all duties, responsibilities, and liability (including without limitation for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) that Party's failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as such laws may now or at any time hereafter be in effect; and b) any environmental conditions arising out of or in any way related to that Party's activities conducted on the Property; provided, that each Party's obligations hereunder shall be limited to the extent such noncompliance or environmental or industrial hygiene conditions are caused by the other; provided further and notwithstanding anything to the contrary contained herein, that LESSOR shall be responsible for, and shall indemnify and hold LESSEE harmless from any and all duties, responsibility and liability for any environmental or industrial hygiene conditions on the Property, or activity formerly conducted on the Property, except and only to the extent the same were caused by LESSEE. The indemnity provided in this Section 29 shall be the exclusive remedy relating to environmental matters.

30. [INTENTIONALLY DELETED].

31. [INTENTIONALLY DELETED].

32. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

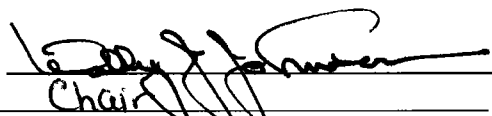
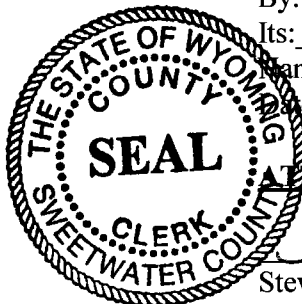
33. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.

34. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

35. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR: Sweetwater County, Wyoming

By: 
Its: Chair
Name: Wally Johnson
Date: May 1, 2012
 **SEAL**
ATTEST:

Steven Dale Davis, Sweetwater County Clerk

**LESSEE: Cellular Inc. Network Corporation
d/b/a Verizon Wireless**

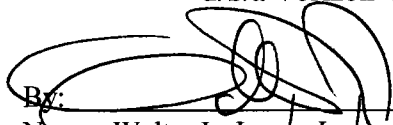
By: 
Name: Walter L. Jones, Jr.
Title: Area Vice President Network
Date: 6/18/12

EXHIBIT "A"
1 of 3
LEGAL DESCRIPTION

THE SOUTH HALF OF SECTION 10, T 19 N, R 105 W, OF THE SIXTH PRINCIPAL MERIDIAN, SWEETWATER COUNTY WYOMING.

EXCEPTING THEREFROM THE LEGAL DESCRIPTIONS AS DEFINED IN THE FOLLOWING DOCUMENTS:

RESOLUTION/QUITCLAIM DEED: BOOK 386 PAGE 360

QUITCLAIM DEED: BOOK 709 PAGE 250

QUITCLAIM DEED: BOOK 723 PAGE 159

RESOLUTION/QUITCLAIM DEED: BOOK 724 PAGE 1922

CERTIFICAT OF APPROVAL OF TRANSFER: BOOK 799 PAGE 1261

EXHIBIT "A"

2 of 3

DESCRIPTION OF PREMISES

**VERIZON WIRELESS LEASE EXHIBIT
PORTION SW1/4, SECTION 10
T19N, R105W, 6TH P.M.
COUNTY OF SWEETWATER
STATE OF WYOMING**

Lease Area/Access & Utility Easements

LEASE AREA

BEING A TELECOMMUNICATIONS LEASE PARCEL LYING WITHIN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 19 NORTH, RANGE 105 WEST, COUNTY OF SWEETWATER, STATE OF WYOMING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 10; THENCE ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION, S00°21'10"W, 363.68 FEET; THENCE N89°38'50"W, 4501.07 FEET TO THE POINT OF BEGINNING; THENCE N67°20'37"W, 42.50 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A"; THENCE CONTINUING N67°20'37"W, 12.20 FEET; THENCE N22°39'23"E, 3.09 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "B"; THENCE CONTINUING N22°39'23"E, 22.00 FEET; THENCE S67°20'37"E, 55.00 FEET; THENCE S22°39'23"W, 25.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,375 SQ. FT. OR 0.031 ACRES MORE OR LESS.

ACCESS EASEMENT

BEING A STRIP OF LAND 20.00 FEET IN WIDTH LYING WITHIN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 19 NORTH, RANGE 105 WEST, COUNTY OF SWEETWATER, STATE OF WYOMING, LYING 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT POINT "A" AS DESCRIBED ABOVE; THENCE S22°39'23"W, 18.39 FEET; THENCE S67°20'37"E, 61.59 FEET; THENCE N22°39'23"E, 67.47 FEET; THENCE N67°20'37"W, 147.95 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 300.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 44°40'56", AN ARC LENGTH OF 233.93 FEET; THENCE S67°58'47"W, 134.23 FEET TO THE END OF SAID STRIP OF LAND.

UTILITY EASEMENT

BEING A STRIP OF LAND 5.00 FEET IN WIDTH LYING WITHIN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 19 NORTH, RANGE 105 WEST, COUNTY OF SWEETWATER, STATE OF WYOMING, LYING 2.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT POINT "B" AS DESCRIBED ABOVE; THENCE N67°20'37"W, 4.00 FEET; THENCE S61°50'48"W, 272.28 FEET TO THE END OF SAID STRIP OF LAND.

EXCEPT ANY PORTION LYING WITHIN THE RIGHT-OF-WAY OF YELLOWSTONE DRIVE.

SIDELINES OF SAID STRIPS OF LAND ARE TO BE LENGTHENED AND/OR SHORTENED TO PREVENT GAPS AND/OR OVERLAPS.

WY3 GARRETT

3320 YELLOWSTONE RD.
ROCK SPRINGS, WY. 82901
COUNTY OF SWEETWATER

SHEET 1 OF 2

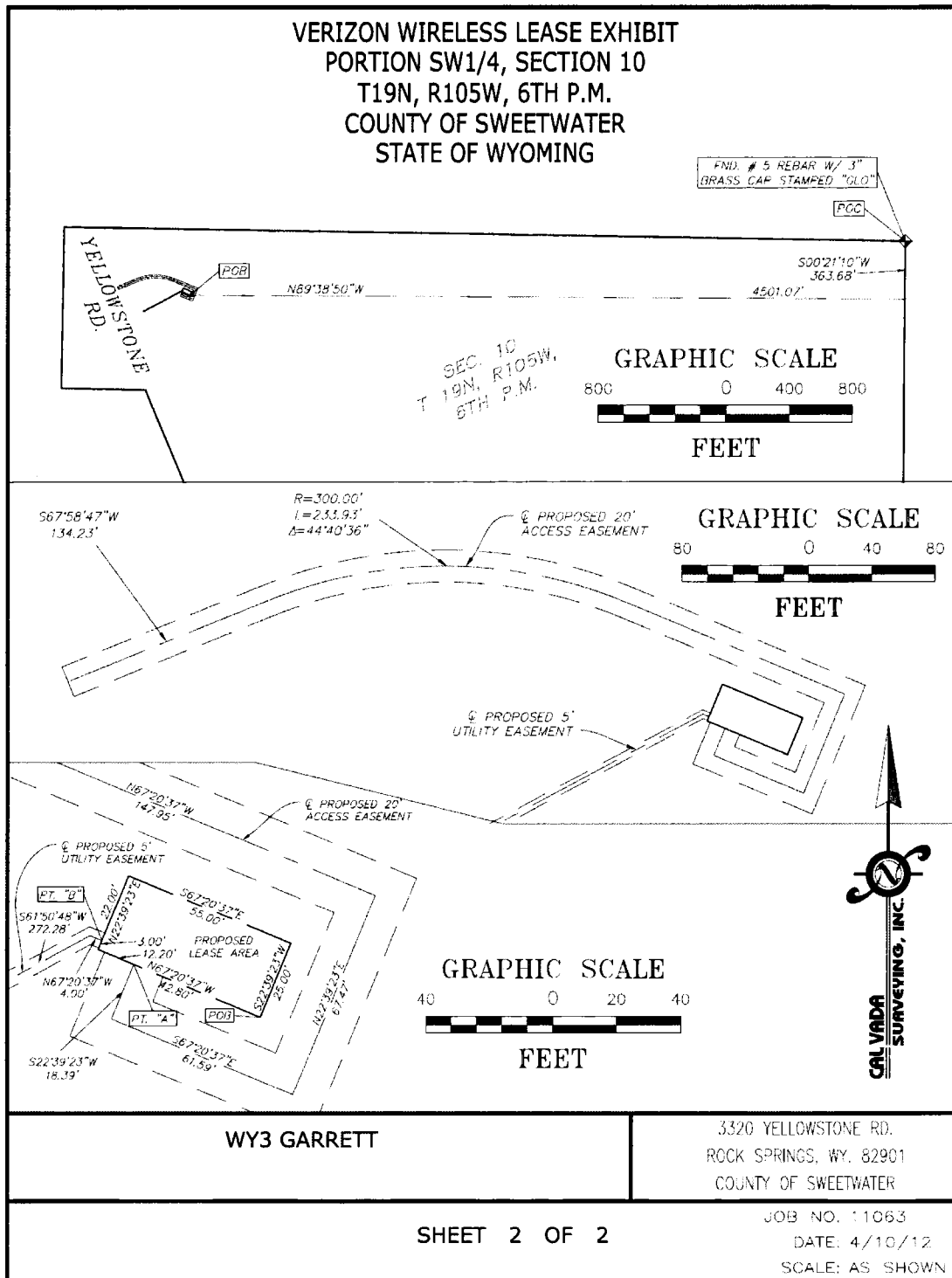
JOB NO: 11063
DATE: 4/10/12
SCALE: None

EXHIBIT "A"

3 of 3

DESCRIPTION OF PREMISES

**VERIZON WIRELESS LEASE EXHIBIT
PORTION SW1/4, SECTION 10
T19N, R105W, 6TH P.M.
COUNTY OF SWEETWATER
STATE OF WYOMING**





MEETING REQUEST FORM

Meeting Date Requested: August 19, 2025	Contact Phone and E-mail: 307-872-3923 adamsa@sweetwatercountywy.gov
Presenters Name, Title and Name of Organization: Alan Adams, Fire Warden, Sweetwater County	Exact Wording for Agenda: 11:25- Sweetwater County Fire Restrictions
Preference of Placement on Agenda & Amount of Time Requested for Presentation: Any time - 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: Ashley National Forest implemented Stage 1 Fire Prohibitions August 8, 2025. High Desert BLM to begin Stage 1 Fire Restrictions August 13, 2025.	
Attachments: Final 8-2025 Fire Restriction.doc BLM Order.pdf ANF Order.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

[Final 8-2025 Fire Restriction.doc](#)

[BLM Order.pdf](#)

[ANF Order.pdf](#)



RESOLUTION NO. 2025-08-CC-04

ORDER ESTABLISHING STAGE 1 FIRE RESTRICTION

WHEREAS, an extreme fire danger exists throughout Sweetwater County created by current and projected weather conditions, dry vegetation, and wildland fires on federal, state, and private lands; and

WHEREAS, the Sweetwater County Fire Warden has recommended, and the Sweetwater County Board of County Commissioners (BOCC) have recognized that fire control measures in Sweetwater County are necessary and proper for the period provided herein; and

WHEREAS, Wyoming Statute §35-9-301 authorizes the board of county commissioners under the above-identified conditions to close the given area of the county to any form of use by the public or limit such use which shall include the prohibition of any type of open fire for such periods of time as determined by the BOCC; and

NOW THEREFORE, BE IT RESOLVED THAT pursuant to Wyoming Statute §35-9-301 that the Sweetwater County Board of County Commissioners authorize that all outdoor fires and open flames be prohibited in the unincorporated areas of Sweetwater County, Wyoming, except as set forth below:

The following terms shall govern fire restrictions, prohibitions, and allowable activities in the unincorporated areas of Sweetwater County, Wyoming:

- Campfires are permitted with an approved fire ring or pit with a screen that blocks sparks (1/4" mesh) and are located within a cleared area ten (10) feet in radius.
- Charcoal fires are permitted within fully closed grills.
- Use of acetylene cutting torches or electric arc welders are permitted in cleared areas ten (10) feet in radius, subject to a pressurized chemical fire extinguisher being immediately available.
- Propane or open fire branding activities are permitted in cleared areas ten (10) feet in radius, if accompanied with a pressurized chemical fire extinguisher that is immediately available.
- Discharge of fireworks are prohibited except as authorized by written approval by the BOCC or the County Fire Warden.
- All other planned burning, open burning or outdoor fires including those identified above are prohibited except as authorized through an approved permit by the County Fire Warden.

BE IT FURTHER RESOLVED that this Order shall begin on August 13, 2025, and end September 3, 2025, unless temporarily lifted or reimposed by the BOCC.

BE IT FURTHER RESOLVED that the County Fire Warden shall provide a copy of this Fire Restriction Resolution to the County Sheriff, State Land Commissioners, Bureau of Land Management, and the Wyoming State Forester.

BE IT FURTHER RESOLVED that pursuant to Wyoming Statute §35-9-304, any person violating this resolution on state or private properties that fall under the jurisdiction of Sweetwater County shall be guilty of a misdemeanor and shall be punished by a fine not to exceed one hundred dollars (\$100.00) or imprisonment in the county jail not to exceed thirty (30) days, or both the fine and imprisonment.



THE BOARD OF COUNTY COMMISSIONERS OF SWEETWATER COUNTY, WYOMING

Passed and approved this ____ day of _____, 2025.

Keaton D. West, Chairman

Taylor C. Jones, Member

Island Richards, Member

Robert D. Slaughter, Member

Mary E. Thoman, Member

Alan Adams, Sweetwater County Fire Warden

ATTEST:

Cindy Lane, Sweetwater County Clerk

Fire Prevention Order BLM-WY-D00000-2025-01

Stage 1 Fire Restrictions

High Desert District Office

Due to dry conditions and high fire danger, the Bureau of Land Management High Desert District Office is implementing fire restrictions for all BLM-administered public lands within the district boundaries of Teton, Sublette, Lincoln, Uinta, Sweetwater, Fremont, Carbon, Albany, and Laramie counties beginning August 13th 2025.

Under fire restrictions the following acts are prohibited:

- Building, maintaining, attending or using a fire or campfire except within agency-provided fire grates at developed recreation sites, or within fully enclosed stoves with a 1/4" spark arrester type screen, or within fully enclosed grills, or in stoves using pressurized liquid or gas.
- Smoking, except in an enclosed vehicle or building, a developed recreation site, or while stopped in an area at least three feet in diameter that is barren or cleared of all flammable materials.
- Operating a chainsaw without a USDA or SAE approved spark arrester properly installed and working, a chemical fire extinguisher of not less than 8 ounces capacity by weight, and one round point shovel with an overall length of at least 36 inches.
- Using a welder, either arc or gas, or operating acetylene or other torch with open flame, except in cleared areas of at least 10 feet in diameter with a chemical pressurized fire extinguisher of not less than 8 ounces capacity.

These fire restrictions are in addition to the year-round wildfire prevention restrictions on BLM - administered public lands in Wyoming. These are:

- Discharge or use of any fireworks.
- Discharge of a firearm using incendiary or tracer ammunition.
- Burn, ignite or cause to burn any tire, wire, magnesium, or any other hazardous or explosive material.
- Operate any off-road vehicle on public lands unless the vehicle is equipped with a properly installed spark arrester pursuant to 43 CFR 8343.1 (c).
- Use/discharge of explosives of any kind, incendiary devices, pyrotechnic devices, or exploding targets.

The following persons are exempt from this order:

1. Persons with a permit or letter of authorization specifically authorizing the prohibited act or omission.
2. Any Federal, State, or local officer or member of an organized rescue or firefighting force in the performance of an official duty.

Executed in Rock Springs, Wyoming, this day of 11 August, 2025.

High Desert District Manager

FRANKLIN KEELER

Digitally signed by FRANKLIN

KEELER

Date: 2025.08.11 09:31:24 -06'00'

Anyone who is found guilty of violating a fire prevention order may be subject to prosecution under any applicable law or BLM regulation. A violation of this order may be classified as a Class A Misdemeanor Offense under 43 USC 1733(a) Federal Land Policy and Management Act, 18 USC 3559, and USC 3571 Sentence of Fire – Sentencing Reform Act, Oct. 12, 1984. If the violation does not result in death, anyone who violates this order may be fined not more than \$100,000 and/or imprisoned for not more than 12 months or may be fined in accordance with the applicable provisions of 18 USC 3571. Restitution for total fire suppression and damage costs incurred will be borne by the responsible party.



**UNITED STATES DEPARTMENT OF AGRICULTURE
UNITED STATES FOREST SERVICE
ASHLEY NATIONAL FOREST**

STAGE 1 FIRE PROHIBITIONS

PROHIBITIONS

Pursuant to 16 U.S.C. § 551 and 36 C.F.R. § 261.50(a), the following are prohibited on the National Forest System (NFS) lands in the Ashley National Forest described below and shown on the attached map incorporated into this Order as Appendix A, hereinafter referred to as the "Described Area":

1. Igniting, building, maintaining, attending, or using a fire (including fires fueled by charcoal or briquettes), except if it is in:
 - a. A permanent metal or concrete fire pit or grate that the U.S. Forest Service has installed and maintained at its developed recreation sites (campgrounds and picnic areas as designated in Appendix A.);
 - b. A device solely fueled by liquid or gas that can be turned on and off used in an area barren or cleared of all flammable materials within three feet of the device; 36 CFR § 261.52(a).
2. Using an explosive. 36 C.F.R. § 261.52(b)
3. Smoking is prohibited, except in an enclosed vehicle or building, a developed recreation site, or while stopped in an area at least three feet in diameter that is barren or cleared of all flammable materials. 36 CFR § 261.52(d)
4. Welding, or operating acetylene or other torch with open flame. 36 CFR § 261.52(h)

EXEMPTIONS

Pursuant to 36 C.F.R. § 261.50(e), the following persons are exempt from this Order:

1. Persons with Forest Service Permit No. FS-7700-48 (Permit for Use of Roads, Trails, or Areas Restricted by Regulation or Order), specifically exempting them from this Order or a written determination by a Forest Service authorized officer that a permit is not required under 36 C.F.R. § 251.50(e)(1) or (2)].
2. Any Federal, State, or Local Officer, or member of an organized rescue or

firefighting service in the performance of an official duty.

DESCRIBED AREA

All National Forest System Lands located within the exterior boundaries of the Ashley National Forest, as shown on the attached map.

PURPOSE

The purpose of this Order is to protect natural resources and public health and safety.

IMPLEMENTATION

1. This Order shall be in effect from August 8, 2025 at 0001 through October 30 at 2400, unless rescinded.
2. A map identifying the Described Area is incorporated into this Order as Appendix A. For a digital version of this Order and Appendix A, go to <https://www.fs.usda.gov/r04/ashley/alerts>
3. Unless otherwise expressly defined in this Order, the terms used in this Order are defined by the regulations of the Secretary of Agriculture, 36 C.F.R. Chapter II, Parts 200-299. If there are terms in this Order that are not expressly defined in the Order or 36 C.F.R. Chapter II, Parts 200-299, their meaning shall be determined by their plain language definitions.
4. A violation of the above prohibitions is punishable as a Class B misdemeanor by a fine of not more than \$5,000 for individuals and \$10,000 for organizations, or by imprisonment for not more than six months, or both. 16 U.S.C. § 551; 18 U.S.C. §§ 3559, 3571, and 3581.
5. Further information regarding this Order may be obtained at the Ashley National Forest Supervisor's Office in Vernal, Utah 355 North Vernal Avenue, 84078. 435-781-5000
6. This Order supersedes any previous Orders prohibiting the same or similar acts in the same Described Area.

Signed in Vernal, Utah this 6th day of August, 2025.

KRISTY GROVES

Digitally signed by KRISTY
GROVES
Date: 2025.08.06 08:46:30 -06'00'

Kristy Groves
Forest Supervisor
Ashley National Forest