

**NOTICE:  
THE SWEETWATER COUNTY BOARD OF COUNTY COMMISSIONERS WILL MEET ON  
TUESDAY, JUNE 2, 2020 AT 8:30 A.M. - TENTATIVE AND SUBJECT TO CHANGE**

So as to comply with State Public Health Orders and COVID-19 restrictions, the Board of County Commissioner Meeting scheduled for June 2, 2020 will not be accessible at the County Courthouse; but rather, it will be held using video conferencing technology.

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

As always, the public is invited to watch the proceedings on the County YouTube channel [https://www.youtube.com/channel/UCPe1fuV\\_mrPq8dVoZ3FttNA/live](https://www.youtube.com/channel/UCPe1fuV_mrPq8dVoZ3FttNA/live) where the meeting will be broadcast.

The public will be able to comment immediately following the public hearing presentation and also during the public comment section of the agenda by calling 307-872-3891 or by sending comments ahead of time via email to: [publiccomments@sweet.wy.us](mailto:publiccomments@sweet.wy.us)

or by mail to:

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

If you are in need of accommodations beyond the above identified process, please call in advance to discuss other options. If you have any questions about how to participate in a public Board of County Commissioner meeting, please contact Sally Shoemaker at 307-872-3897 or via email at [shoemakers@sweet.wy.us](mailto:shoemakers@sweet.wy.us)

**PRELIMINARY**

8:30 CALL TO ORDER  
QUORUM PRESENT  
PLEDGE OF ALLEGIANCE  
APPROVAL OF AGENDA  
APPROVAL OF MINUTES: MAY 19, 2020

**ACCEPTANCE OF BILLS**

Approval of County Vouchers/Warrants  
Approval of Bonds  
Approval of Abates/Rebates

## **PUBLIC HEARING- BUDGET AMENDMENTS**

1. Board of Health
2. Clerk of District Court
3. Title 25

## **COUNTY RESIDENT CONCERNS**

**8:35**

## **COMMISSIONER COMMENTS/REPORTS**

- 8:45** Commissioner Johnson  
**8:55** Chairman Wendling  
**9:05** Commissioner Smith  
**9:15** Commissioner Schoenfeld  
**9:25** Commissioner Lloyd

## **ACTION/PRESENTATION ITEMS**

- 9:35** Public Health Update
- 9:50** Approval to Modify the FFY 2021 TANF CPI Grant Application
- 9:55** Discussion on the Removal and Restoration of the Carnegie Stained Glass Window
- 10:00** Award of the 2020 County Road Dust Control Project
- 10:05** Change Order # 1 to the Sweetwater Courthouse Boiler Replacement Project
- 10:10** Award of the FY2020 CMAQ Dust Control Project Magnesium Chloride Application
- 10:15** Request Approval of Certificate of Appreciation to the Women's Club of Rock Springs

**10:20** Resolution regarding the Flaming Gorge  
National Recreation Area

**OTHER**

**10:25**

**EXECUTIVE SESSION AS NEEDED**

Personnel

**ADJOURN**

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

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

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

May 19, 2020  
Green River, WY

The Board of County Commissioners met this day at 8:30 a.m. in Regular Session with all Commissioners present. Chairman Wendling announced that the courthouse is open to the public. The meeting opened with the Pledge of Allegiance.

**Approval of Agenda**

Chairman Wendling entertained a motion to amend the agenda by adding, under executive session, personnel, legal, and real estate. *Commissioner Schoenfeld so moved. Commissioner Johnson seconded the motion.* The motion carried.

**Approval of Minutes- May 5, 2020 and May 11, 2020**

*Commissioner Johnson moved to approve the minutes dated May 5, 2020. Commissioner Lloyd seconded the motion.* The motion carried.

*Commissioner Smith moved to approve the minutes of the special meeting dated May 11, 2020. Commissioner Schoenfeld seconded the motion.* The motion carried.

**Acceptance of Bills**

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

*Commissioner Schoenfeld moved to approve the county vouchers/warrants, monthly reports, bonds, and the abates/rebates, and the hospital expenditures. Commissioner Lloyd seconded the motion.* The motion carried.

WARRANT NO.s	PAYEE	DESCRIPTION	AMOUNT
106499-106515 & ADVICES	EMPLOYEES AND PAYROLL VENDORS	PAYROLL RUN	1,572,509.78
30142	OPTUM BANK 76411492	CONTRIBUTIONS	500.00
30143	OPTUM BANK 76411492	CONTRIBUTIONS	515.83
30144	OPTUM BANK 76411492	CONTRIBUTIONS	1,355.00
30145	OPTUM BANK 76411492	CONTRIBUTIONS	1,552.80
30415	ESQUIBEL, SYLVIA	OFFICE SUPPLIES/ADVERTISING	367.42
30416	OPTUM BANK 76411492	CONTRIBUTIONS	5,863.07
30417	SWEETWATER COUNTY HEALTH BOARD	BUDGET ALLOCATION	58,255.67
30418	TRUSTED NETWORK SOLUTIONS INC	STORAGE	30,968.15
30419	YWCA OF SWEETWATER COUNTY	GRANT EXPENSES	3,403.23
106463	ALL PRO TURBO LINING & STORAGE	PARTS	269.00
106464	BOB BARKER COMPANY INC	COMMISSARY	4,943.13
106465	CASTILLON D.D.S. LLC, A. BRYCE	INMATE DENTAL	1,612.00
106466	CITY OF GREEN RIVER	RENT	525.00
106467	CLIMB WYOMING	GRANT EXPENSES	20,138.33
106468	D & L EXCAVATION INC	SERVICES	2,809.50
106469	DEBERNARDI CONSTRUCTION CO INC	CONSTRUCTION	19,380.00
106470	DJ'S GLASS PLUS INC.	DOOR LOCK	1,003.71
106471	F B MCFADDEN WHOLESALE COMPANY	INMATE FOOD/COMMISSARY	2,592.93
106472	FREMONT MOTOR ROCK SPRINGS INC	PARTS	26.07
106473	HIGH SECURITY LOCK & ALARM	PARTS	40.00
106474	J D POWER	SUBSCRIPTION	160.00
106475	JENNY SERVICE COMPANY	COMMISSARY	812.97
106476	MCKEE FOODS CORPORATION	INMATE FOOD	374.32
106477	MEADOW GOLD DAIRIES SLC	INMATE FOOD	1,010.77
106478	NMS LABS	ANALYSIS	1,466.00
106479	PURCHASE POWER	POSTAGE	108.00
106480	R & D SWEEPING & ASPHALT	PATCHING	9,960.00
106481	R S REFRIGERATION SUPPLY	TOOL/PARTS	66.07
106482	REAL KLEEN JANITORIAL	CLEANERS	630.10
106483	ROCKY MTN POWER	UTILITIES	9,668.48
106484	ROCKY ROAD ASPHALT INC	COLD MIX	4,800.00
106485	SHADOW MOUNTAIN WATER OF WYOMING INC	WATER	35.00
106486	SKAGGS COMPANIES INC	UNIFORMS/EMBROIDERY	331.80
106487	SWEETWATER MEDICS LLC	BUDGET ALLOCATION	49,720.00
106488	THE MASTER'S TOUCH LLC	POSTAGE/SERVICES	5,649.58
106489	TYLER TECHNOLOGIES INC	MICROFILMING	380.05
106490	U S POSTAL SERVICE (NEOPOST POSTAGE-ON CALL)	POSTAGE	8,000.00
106491	UNION TELEPHONE COMPANY INC	PHONE	46.11
106492	UNITED SITE SERVICES	RESTROOM	168.00
106493	WAKEFIELD & ASSOCIATES INC	COMMISSION	4.00

106494	WALMART COMMUNITY/SYNCB-SHERIFF	COMMISSARY	488.70
106495	WELLS FARGO - 8480	TV/SUPPLIES/CREDIT/LICENSE/GLOVES/ CERTIFICATIONS/SUBSCRIPTION/PART THERMOMETERS/EXAM/OFFICE SUPPLIES/MEDICATION/PHARMACY/MEALS	2,645.53
106496	WEST SIDE WATER & SEWER DISTRICT	UTILITIES	5,412.00
106497	WHITE BOX TECHNOLOGIES INC	DATA CONVERSION	6,740.00
106498	WHITE MOUNTAIN LUMBER & RENTAL	CONCRETE	19.76
106516	ADVANCE AUTO PARTS	OIL	23.88
106517	AIRGAS USA LLC	OXYGEN	45.96
106518	ALL WEST COMMUNICATIONS	INTERNET	125.90
106519	AMAZON	EQUIPMENT/SUPPLIES/PART	2,848.35
106520	AMERIGAS PROPANE LP	PROPANE	835.15
106521	BOOKCLIFF SALES INC	SUPPLIES	260.80
106522	BRIDGER VALLEY ELECTRIC ASSN	UTILITIES	223.27
106523	CAPITAL BUSINESS SYSTEMS INC	CONTRACT	157.87
106524	CARD INTEGRATORS CORPORATION	SUPPORT	720.00
106525	CENTURYLINK	PHONE BILL	333.81
106526	CENTURYLINK	PHONE BILL	1,295.57
106527	CINTAS	SERVICES	384.72
106528	CITY OF GREEN RIVER	UTILITIES	1,167.75
106529	COMMUNICATION TECH INC	BATTERIES	498.72
106530	COPIER & SUPPLY CO INC	TONER	817.84
106531	DELL MARKETING L P	PARTS	20.00
106532	DEXYP	PRINT CHARGES	1,845.00
106533	DIRECTV	TVS/LATE FEE	88.24
106534	DOMINION ENERGY	UTILITIES	62.17
106535	ELECTION SYSTEMS & SOFTWARE INC	SOFTWARE	5,544.00
106536	ELECTRICAL CONNECTIONS INC	SERVICES	497.00
106537	ESCO SUPPLY	BLADES	9,843.00
106538	F B MCFADDEN WHOLESALE CO	GLOVES	2,518.00
106539	F B MCFADDEN WHOLESALE CO	COMMISSARY/INMATE FOOD	2,064.12
106540	FEDEX	POSTAGE	34.25
106541	GALL'S LLC	SUPPLIES/UNIFORMS	1,110.90
106542	GLOBAL EQUIPMENT COMPANY INC	DROP LOCKER	611.80
106543	GOLDEN HOUR SENIOR CENTER INC	BUDGET ALLOCATION	19,136.25
106544	GREEN RIVER STAR	AD'S	6,756.00
106545	GREENWOOD MAPPING INC	SERVICES/TOOL	3,790.00
106546	HAMPTON INN & SUITES	LODGING	396.00
106547	HIGH SECURITY LOCK & ALARM	LABOR	40.00
106548	HOMAX OIL SALES INC	DEF/FUEL	6,721.75
106549	HY-KO SUPPLY	SUPPLIES	127.39
106550	INDUSTRIAL SUPPLY	SUPPLIES	1,517.53
106551	JENNY SERVICE COMPANY	COMMISSARY	336.71
106552	K-PACK PHARMACY	INMATE MEDICAL	4,812.30
106553	KEEFE SUPPLY COMPANY	COMMISSARY	126.22
106554	L N CURTIS & SONS	UNIFORMS	1,553.00
106555	LEWIS & LEWIS	ROADBASE	4,128.04
106556	LINCOLN COUNTY SHERIFF	INMATE HOUSING	1,800.00
106557	MARCHAL, KRISNA	MILEAGE	42.09
106558	MCKEE FOODS CORPORATION	INMATE FOOD	116.40
106559	MCKESSON MEDICAL-SURGICAL GOVERNMENT SOLUTIONS LLC	SUPPLIES	401.56
106560	MCMURRY READY MIX CO	BASE	8,216.34
106561	MEADOW GOLD DAIRIES SLC	INMATE FOOD	483.28
106562	MOBIL SATELLITE TECHNOLOGIES	MOBILSAT	2,988.00
106563	MOUNTAIN WEST BUSINESS SOLUTIONS	CONTRACTS	60.00
106564	MOUNTAINEER ANIMAL CLINIC LLC	PHARMACY	9.78
106565	MOUNTAINLAND SUPPLY COMPANY	PARTS/PIPE/SUPPLIES	395.91
106566	NATIONAL BUSINESS FURNITURE	FURNITURE	6,471.25
106567	OPSEC SECURITY INC	ETAGS	356.25
106568	PETERBILT OF WYOMING	PARTS	561.77
106569	PREMIER VEHICLE INSTALLATION INC	WINDOW TINTING/INSTALLATION/ EQUIPMENT	8,168.03
106570	QUILL CORPORATION	OFFICE SUPPLIES	159.24
106571	R & D SWEEPING & ASPHALT	SWEEPING	2,400.00
106572	RAISE3D TECHNOLOGIES INC	SUPPLIES	314.90
106573	REAL KLEEN JANITORIAL	SUPPLIES	637.75
106574	RESPOND FIRST AID SYSTEMS	SUPPLIES	97.39
106575	ROCK SPRINGS MUNICIPAL UTILITY	UTILITIES	2,665.32
106576	ROCKY MTN POWER	UTILITIES	1,964.24
106577	SHADOW MOUNTAIN WATER OF	SUPPLIES	250.00

	WYOMING INC		
106578	SMYTH PRINTING INC	OFFICE SUPPLIES	213.20
106579	SOURCE OFFICE & TECHNOLOGY	OFFICE SUPPLIES	580.36
106580	SWEETWATER CO EVENTS COMPLEX	FUNDING	200,000.00
106581	SWEETWATER CO SOLID WASTE DISPOSAL	E-WASTE	24.00
106582	SWEETWATER FAMILY RESOURCE CENTER	GRANT EXPENSES	3,567.00
106583	SWEETWATER TROPHIES	SHIPPING	76.41
106584	TEAM LABORATORY CHEMICAL CORP	ROAD PATCH	3,450.00
106585	THOMAS Y. PICKETT & COMPANY INC	CONTRACT	20,000.00
106586	THOMSON REUTERS-WEST PAYMENT CENTER	SUBSCRIPTION	2,550.65
106587	TUBBS MD LLC, KENNON C	INMATE MEDICAL	5,000.00
106588	U S FOODS INC	INMATE FOOD	1,500.10
106589	UNITED SITE SERVICES	RESTROOM	439.00
106590	VONAGE BUSINESS	PHONE BILL	1,336.86
106591	WALMART COMMUNITY/SYNCRB-PURCHASING	WATER/SUPPLIES/EQUIPMENT	1,313.39
106592	WAXIE SANITARY SUPPLY	SUPPLIES	6,617.35
106593	WHITE MOUNTAIN SEWER DISTRICT	UTILITIES	46.00
106594	WYODATA SECURITY INC	SHREDDING	120.00
106595	WYOMING RETIREMENT SYSTEM	RETIREMENT	195.00
106596	WYOMING WASTE SERVICES	UTILITIES	1,683.85
106597	WYOMING.COM	WIRELESS	63.95
106598	YOUNG AT HEART CENTER	BUDGET ALLOCATION	19,000.00
		<b>GRAND TOTAL:</b>	<b>2,227,083.74</b>

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TAXPAYER	VALUATION
NORA HARLOW	-383
NORA HARLOW	-394
NORA HARLOW	-415
NORA HARLOW	-416
NORA HARLOW	-438

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**Public Hearing- Budget Amendment**

**General County Administration**

Accounting Manager Bonnie Berry presented Resolution 20-05-CL-01. Chairman Wendling opened the public hearing. Hearing no comments, the public hearing was closed. *Commissioner Lloyd moved to approve Resolution 20-05-CL-01, Sweetwater County Budget Amendment in the amount of \$25,000.00. Commissioner Smith seconded the motion.* The motion carried.

**RESOLUTION 20-05-CL-01  
SWEETWATER COUNTY  
BUDGET AMENDMENT**

DUE to unanticipated operating expenditures within the General County Administration budget totaling \$25,000,

WHEREAS, it has been determined that the aforementioned funds need to be transferred within the 2019-2020 County Budget,

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

BE IT THEREFORE RESOLVED: that the 2019-2020 fiscal year budget for Sweetwater County be amended to reflect the following budget changes:

Expenditure Increase General Fund:

General County Administration – Operating \$25,000

General County Reserves Decrease:

Cash Carryover (\$25,000)

Dated at Green River, Wyoming this 19<sup>th</sup> day of May, 2020.

THE BOARD OF COUNTY COMMISSIONERS  
OF SWEETWATER COUNTY, WYOMING

\_\_\_\_\_  
Randal M. Wendling, Chairman

\_\_\_\_\_  
Wally J. Johnson, Member

\_\_\_\_\_  
Roy Lloyd, Member

\_\_\_\_\_  
Lauren Schoenfeld, Member

ATTEST:

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

\_\_\_\_\_  
Jeffrey W. Smith, Member

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**Elections**

Accounting Manager Bonnie Berry presented Resolution 20-05-CL-02. Chairman Wendling opened the public hearing. Hearing no comments, the public hearing was closed. *Commissioner Johnson moved to approve Resolution 20-05-CL-02. Commissioner Schoenfeld seconded the motion.* The motion carried.

**R E S O L U T I O N   20-05-CL-02  
S W E E T W A T E R   C O U N T Y  
B U D G E T   A M E N D M E N T**

DUE to unanticipated capital expenditures within the Elections budget totaling \$700,

WHEREAS, it has been determined that the aforementioned funds need to be transferred within the 2019-2020 County Budget,

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

BE IT THEREFORE RESOLVED: that the 2019-2020 fiscal year budget for Sweetwater County be amended to reflect the following budget changes:

Expenditure Increase General Fund:

Elections – Capital \$700

Expenditure Decrease General Fund:

Elections – Operating (\$700)

Dated at Green River, Wyoming this 19<sup>th</sup> day of May, 2020.

THE BOARD OF COUNTY COMMISSIONERS  
OF SWEETWATER COUNTY, WYOMING

\_\_\_\_\_  
Randal M. Wendling, Chairman

\_\_\_\_\_  
Wally J. Johnson, Member

\_\_\_\_\_  
Roy Lloyd, Member

\_\_\_\_\_  
Lauren Schoenfeld, Member

ATTEST:

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

\_\_\_\_\_  
Jeffrey W. Smith, Member

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**Risk Management**

Accounting Manager Bonnie Berry presented Resolution 20-05-CL-03. Chairman Wendling opened the public hearing. Hearing no comments, the public hearing was closed. *Commissioner Schoenfeld moved to approve Resolution 20-05-CL-03, Sweetwater County Budget Amendment in the amount of \$39,390.96. Commissioner Smith seconded the motion.* The motion carried.

**R E S O L U T I O N   20-05-CL-03**

**SWEETWATER COUNTY  
BUDGET AMENDMENT**

DUE to unanticipated capital expenditures within the Risk Management budget totaling \$39,390.96,

WHEREAS, it has been determined that the aforementioned funds need to be transferred within the 2019-2020 County Budget,

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

BE IT THEREFORE RESOLVED: that the 2019-2020 fiscal year budget for Sweetwater County be amended to reflect the following budget changes:

Expenditure Increase General Fund:

Risk Management – Capital	\$39,390.96
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Expenditure Decrease General Fund:

Risk Management – Operating	(\$39,390.96)
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Dated at Green River, Wyoming this 19<sup>th</sup> day of May, 2020.

THE BOARD OF COUNTY COMMISSIONERS  
OF SWEETWATER COUNTY, WYOMING

\_\_\_\_\_  
Randal M. Wendling, Chairman

\_\_\_\_\_  
Wally J. Johnson, Member

\_\_\_\_\_  
Roy Lloyd, Member

\_\_\_\_\_  
Lauren Schoenfeld, Member

ATTEST:

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

\_\_\_\_\_  
Jeffrey W. Smith, Member

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**County Resident Concerns**

Chairman Wendling opened county resident concerns. Hearing no comments, county resident concerns were closed.

**Commissioner Comments/Reports**

**Commissioner Lloyd**

Commissioner Lloyd reported on the meeting he attended for the Library Board. Commissioner Lloyd shared that he continues to meet with elected officials, department heads, and staff. Commissioner Lloyd noted that he has been working very hard on the budget. Commissioner Lloyd expressed appreciation to the custodial staff. Commissioner Lloyd requested that public health make a monthly statement during COVID-19 to keep everyone apprised. Commissioner Lloyd applauded the 2020 graduates.

**Commissioner Johnson**

Commissioner Johnson read aloud the facility report. Commissioner Johnson expressed appreciation to staff. Commissioner Johnson shared that he, along with Land Use Specialist Mark Kot, has been working on a letter relative to the proposed draft of the Ashley National Forest Plan. Commissioner Johnson explained that he continues to work on the RMP and expressed that the process should be delayed due to COVID-19.

**Chairman Wendling**

Chairman Wendling reported on the Incident Command Emergency Operating Center explaining that the incident command team will be structured down and will be working more closely with Public Health for a 30-day briefing with a skeleton team. Chairman Wendling reported on the Great Divide Coalition meeting and explained that the Great Divide Coalition Economic Development strategies were finalized and approved and noted that he will share a copy with his co-commissioners as well as the SEDC group. Chairman Wendling questioned if the commission is amenable to having the Great Divide Coalition headquartered in Sweetwater County. Following discussion, the commission concurred to have the Great Divide Coalition headquartered in Sweetwater County. Chairman Wendling addressed having co-leads for the up-coming Industrial Siting for Ciner. Following discussion, the commission agreed to have Commissioner Johnson be the lead and Commissioner Smith as co-lead for the Ciner Industrial Siting project.

**Commissioner Smith**

Commissioner Smith shared that he and Commissioner Schoenfeld met with Events Complex Executive Director Larry Lloyd and Marketing and Events Manager Kandi Pendleton. Commissioner Smith reported on the meetings he attended for the Airport Board and Memorial Hospital Board of Trustees. Commissioner Smith expressed appreciation to staff.

**Commissioner Schoenfeld**

Commissioner Schoenfeld expressed congratulations to the class of 2020 graduates. Commissioner Schoenfeld reported on the meetings she attended for the Museum Board, Golden Hour Senior Citizen Center, and the State Broadband Council. Commissioner Schoenfeld expressed appreciation to Grants Manager Krisena Marchal. Commissioner Schoenfeld reported that she, along with Commissioner Smith, met with Events Complex Executive Director Larry Lloyd and Marketing and Events Manager Kandi Pendleton. Commissioner Schoenfeld expressed her appreciation to the staff.

**Break**

Chairman Wendling called for a ten-minute break.

**Action/Presentation Items**

**Resolution to Establish the Courthouse as an Absentee Polling Location and Counting Center- Public Hearing**

County Clerk Cindy Lane presented Resolution 20-05-CL-004. Following discussion, Chairman Wendling opened the public hearing. Hearing no comments, the public hearing was closed. Chairman Wendling entertained a motion to approve Resolution 20-05-CL-004, a Resolution Adopting Enrolled Act No. 45, and Establishing a Location for Absentee Voting and Counting Center for Sweetwater County, Wyoming. *Commissioner Smith moved to approve as presented. Commissioner Lloyd seconded the motion.* Following discussion, the motion carried.

**RESOLUTION NO. 20-05-CL-004**

**RESOLUTION ADOPTING ENROLLED ACT NO. 45, AND ESTABLISHING A LOCATION FOR ABSENTEE VOTING AND COUNTING CENTER FOR SWEETWATER COUNTY, WYOMING**

WHEREAS, the Fifty-eighth legislature adopted the House Bill No. 154, with amendments, and such is now enrolled act No. 45, House of Representatives, and

WHEREAS, the Board of County Commissioners may elect to adopt one or both of the alternate procedures for casting, collecting and counting absentee ballots as set forth in Enrolled Act No 45, and

WHEREAS, the County Clerk is desirous of establishing an absentee polling place and counting center in the Sweetwater County Courthouse, and which polling place will be equipped to accommodate voters from all districts and precincts within the county, and such polling place shall be open the same hours as the Courthouse on normal business days during the time period allowed for absentee voting; all in compliance with Enrolled Act No. 45, and

WHEREAS, said polling place shall use electronic voting systems to tabulate such absentee ballots cast;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE COUNTY OF SWEETWATER, WYOMING, that an absentee polling place and counting center be established in the Sweetwater County Courthouse, such polling place to be equipped with an electronic voting machine that will accommodate voters from all districts and precincts within the county, and such polling place shall be open the same hours as the Courthouse on normal business days during the time period allowed for absentee voting; and

BE IT FURTHER RESOLVED that said polling place use electronic voting systems to tabulate such absentee ballots.

DATED this 19th day of May, 2020 in Sweetwater County, Wyoming

THE BOARD OF COUNTY COMMISSIONERS  
OF SWEETWATER COUNTY, WYOMING

\_\_\_\_\_  
Randal M. Wendling, Chairman

\_\_\_\_\_  
Wally J. Johnson, Member

\_\_\_\_\_  
Roy Lloyd, Member

\_\_\_\_\_  
Lauren Schoenfeld, Member

ATTEST:

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

\_\_\_\_\_  
Jeffrey W. Smith, Member

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**Discussion of Election Directives from the Secretary of State's Office**

County Clerk Cindy Lane addressed the directive received from Wyoming Secretary of State Edward Buchanan stating that both President Trump and Governor Gordon have declared states of emergency related to the spread of COVID-19 which will significantly interfere with elections and, as such, to ensure the safe conduct of Wyoming elections during an emergency, the County Clerk's Office will be complying with the directive. Discussion ensued relative to the process of polling places required by the directive.

**Accounting Manager Salary Recommendation**

Human Resource Director Garry McLean and County Clerk Cindy Lane presented the requested recommendation, based upon comparative positions utilized when nine employees received a pay increase retroactively November 1, 2019, to increase the Accounting Manager pay from \$114,821.19 to \$153,871.37. Following discussion, the commission concurred that the discussion needs to take place in executive session.

#### **Request for Approval of University of Utah Extension of Emergency Department Services**

Due to being behind schedule, Chairman Wendling requested to move staff agenda items at a later time to allow outside presenters to present at their scheduled time. Memorial Hospital of Sweetwater County In-House Counsel Suzan Campbell presented the second amendment to extend the Agreement for Physician Professional Services. Following discussion, *Commissioner Smith moved to approve the agreement for physician professional services with the University of Utah and authorize the Chairman to sign. Commissioner Johnson seconded the motion.* The motion carried.

#### **Western States and Tribal Nations Natural Gas Initiative**

Western States and Tribal Nations Representative Andrew Browning presented a revised Memorandum of Understanding Establishing the Western States and Tribal Nations Natural Gas Initiative (WSTN) between the Utah Governor's Office of Energy Development, the Ute Indian Tribe, the Secretariat of Economic Development of Baja California Mexico, the Colorado Counties of Garfield, Mesa, Moffat, and Rio Blanco, the Wyoming Pipeline Authority, and the New Mexico Energy, Minerals and Natural Resources Department. Mr. Browning addressed the process of the Western States Rural Natural Gas Initiative report recommendations which include education, advocacy, collaboration, and benefits. Following discussion, the commission expressed their support for Western States and Tribal Nations efforts. Mr. Browning shared that the Western States and Tribal Nations are membership-based. Following discussion, the commission concurred to enlist the support of WACO.

#### **Award of the Firehole Road Repair Project**

Public Works Director Gene Legerski presented the results of the Firehole Road Repair Project that was held on May 4, 2020. Following discussion, *Commissioner Lloyd moved to award the bid for the Firehole Road Repair Project to Kilgore Construction dba Lewis & Lewis for \$126,470.06 and authorize the Chairman to sign all necessary project documents. Commissioner Smith seconded the motion.* The motion carried.

#### **Acceptance of BLM Right-of-Way Grant for a portion of Sweetwater Drive (CR#1155)**

Public Works Director Gene Legerski presented the Right-of-Way grant for a portion of Sweetwater County Drive (CR#1155). Chairman Wendling entertained a motion to approve the BLM Right-of-Way Grant number WYW121501 for a portion of Sweetwater Drive (CR#1155) and authorize the Chairman to sign all necessary documents. *Commissioner Schoenfeld so moved. Commissioner Johnson seconded the motion.* The motion carried. t

#### **MOU - Summer 2020 Shared Staffing Agreement between the SWCO Events Complex and Sweetwater County**

Public Works Director Gene Legerski presented the MOU between the Sweetwater Events Complex and Sweetwater County Parks and Recreation for shared staffing for the summer of 2020. Following discussion, *Commissioner Johnson moved to approve the MOU for the Sweetwater Events Complex and Sweetwater County Parks & Recreation Summer 2020 Shared Staffing Agreement. Commissioner Lloyd seconded the motion.* Following discussion, the motion carried.

#### **Strategic Planning**

Commissioners Lloyd and Schoenfeld shared the strategic planning survey that will be sent to elected officials and department heads and addressed how the information will be collated.

#### **Future Board of County Commissioner Meetings**

The commission addressed where future Board of County Commissioner meetings will be held due to the requirements of social distancing due to COVID-19 restrictions. Human Resource Director Garry McLean, Public Works Director Gene Legerski, IT Director Tim Knight, County Attorney Danny Erramouspe, and Deputy County Attorney John DeLeon submitted three recommendations for the commission to consider based upon public health orders to include 1. Normal board meetings in the current board chambers with appropriate modifications, 2. Continuation of zoom meetings, and 3. An alternate meeting location at the Sheriff's Department training room at the Justice Center. Following discussion, the commission agreed to continue with zoom meetings and instructed Human Resource Director Garry McLean to provide a cost estimate to modify the Board Chambers accordingly to allow meetings to resume in the Board Chambers at a future date. Mr. McLean expressed that he should be able to have the estimate by the next Board of County Commissioner meeting scheduled for June 2, 2020.

#### **Break**

Chairman Wendling called for a ten-minute break.

#### **Award of 2000 Board of County Commissioner Scholarships**

Chairman Wendling entertained a motion to enter into executive session to discuss scholarship applicants. *Commissioner Lloyd so moved. Commissioner Johnson seconded the motion.* The motion carried.

After coming out of executive session, Chairman Wendling announced that a motion was required. *Commissioner Smith moved to award the three \$1,000.00 scholarships for the Class of 2020 to Michael Richardson, Savannah Weerheim and Trinity Bryson and, if any of these three are unable to accept the award, the three alternates, ranked in order, are Riley Price, Celeste Keelin, and Wyatt Fletcher. Commissioner Johnson seconded the motion.* The motion carried.

#### **Executive Session**

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

After coming out of executive session, Chairman Wendling explained that action was required. Chairman Wendling entertained a motion to approve retaining Ken McCartney and authorize the Chairman to sign. *Commissioner Lloyd so moved. Commissioner Schoenfeld seconded the motion.* The motion carried.

#### **Adjourn**

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

Chairman Wendling explained that, following the meeting, the commission will conduct the Fiscal Year 2021 Budget Workshop.

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

THE BOARD OF COUNTY COMMISSIONERS  
OF SWEETWATER COUNTY, WYOMING

\_\_\_\_\_  
Randal M. Wendling, Chairman

\_\_\_\_\_  
Wally J. Johnson, Member

\_\_\_\_\_  
Roy Lloyd, Member

\_\_\_\_\_  
Lauren Schoenfeld, Member

ATTEST:

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

\_\_\_\_\_  
Jeffrey W. Smith, Member

\*\*\*\*\*

	DATE	AMOUNT	WARRANT #'S	ADVICE #'S
EAL	5/15/2020	310,819.76	106600-106655	
EAL	5/22/2020	350,180.61	106656-106745	30422
EAL				
			Check #	Advice #
	Payroll Run	2,325.19	Payroll: 106599	30420-30421
	Payroll Run			
	Payroll Run			
	Payroll Run			
TOTAL AMOUNT		\$663,325.56		

Vouchers in the above amount are hereby approved and ordered paid this date of 06/02/2020

\_\_\_\_\_  
Randal M. Wendling, Chairman

\_\_\_\_\_  
Wally J. Johnson, County Commissioner

\_\_\_\_\_  
Roy Lloyd, County Commissioner

\_\_\_\_\_  
Lauren Schoenfeld, County Commissioner

Attest:

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

\_\_\_\_\_  
Jeffrey W. Smith, County Commissioner

**Approval of Bonds**

**6-2-20**

<b><u>NAME</u></b>	<b><u>OFFICE</u></b>	<b><u>BOND AMOUNT</u></b>
Josephine Anne Zakotnik, Treasurer	Eden-Farson Cemetary District	\$5,000.00

THE BOARD OF COUNTY COMMISSIONERS  
FOR SWEETWATER COUNTY, WYOMING

\_\_\_\_\_  
Randal M. Wendling, Chairman

\_\_\_\_\_  
Wally J. Johnson, Member

\_\_\_\_\_  
Roy Lloyd, Member

\_\_\_\_\_  
Lauren Schoenfeld, Member

Attest:

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

\_\_\_\_\_  
Jeffrey W. Smith, Member

\_\_\_\_\_  
John DeLeon, Deputy County Attorney

Wyoming



# Western Surety Company

## OFFICIAL BOND AND OATH

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 51948902

That we Josephine Ann Zakotnik,

of Eden, 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-FARSON CEMETARY DISTRICT, the State of Wyoming, in the penal

sum of Five Thousand and 00/100 DOLLARS (\$ 5,000.00),

to which payment well and truly to be made, we bind ourselves and our legal representatives, jointly and severally, firmly by these presents.

Dated this 30th day of March, 2020.

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

Principal was duly Appointed  Elected  to the office of Treasurer

in the of EDEN-FARSON CEMETARY DISTRICT,

and State aforesaid for the term beginning July 1, 2020, and ending

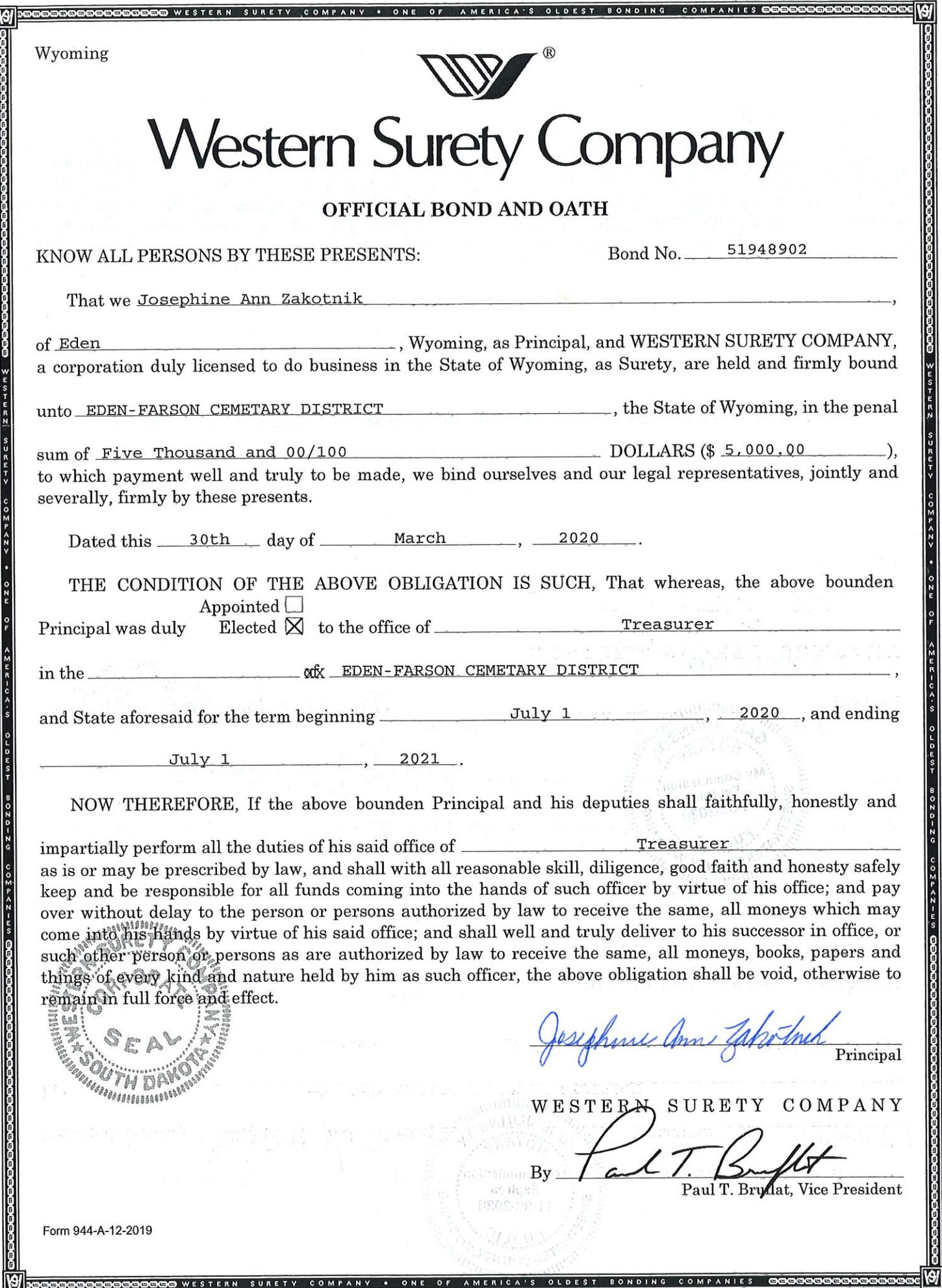
July 1, 2021.

NOW THEREFORE, If the above bounden Principal and his deputies shall faithfully, honestly and impartially perform all the duties of his 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 his office; and pay over without delay to the person or persons authorized by law to receive the same, all moneys which may come into his hands by virtue of his said office; and shall well and truly deliver to his 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 him as such officer, the above obligation shall be void, otherwise to remain in full force and effect.

Josephine Ann Zakotnik  
Principal

WESTERN SURETY COMPANY

By Paul T. Bruflat  
Paul T. Bruflat, Vice President



ACKNOWLEDGMENT OF SURETY  
(Corporate Officer)

STATE OF SOUTH DAKOTA }  
County of Minnehaha } ss

On this 30th day of March, 2020, before me, appeared

Paul T. Bruflat 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.



*P. Dahl*

Notary Public

My Commission Expires June 18, 2025

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.

*Josephine Ann Zakotnik*

State of Wyoming }  
County of Sweetwater } ss

This Oath of Office was subscribed and sworn to before me by *Josephine Ann Zakotnik* on this 19th day of May, 2020

My commission expires



*Gail Johnson*  
Notary Public, Wyoming

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF WYOMING }  
County of Sweetwater } ss

On this 19th day of May, 2020, before me, personally appeared

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

*her* free act and deed.

My commission expires

*November 30*



*Gail Johnson*  
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

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

One Treasurer Eden-Farson Cemetary District

bond with bond number 51948902

for Josephine Ann Zakotnik

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

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

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

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 30th day of March, 2020.

ATTEST

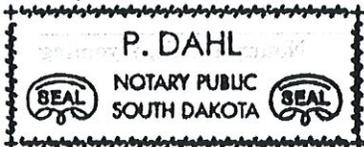
A. Viator  
A. Viator, Assistant Secretary

WESTERN SURETY COMPANY  
By Paul T. Bruflat  
Paul T. Bruflat, Vice President



STATE OF SOUTH DAKOTA }  
COUNTY OF MINNEHAHA } ss

On this 30th day of March, 2020, before me, a Notary Public, personally appeared Paul T. Bruflat and A. Viator 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.



P. Dahl  
Notary Public  
My Commission Expires June 18, 2025







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



## BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

<b>Meeting Date Requested:</b> 6/2/20	<b>Contact Phone and E-mail:</b> 872-3762 berryb@sweet.wy.us
<b>Presenters Name, Title and Name of Organization:</b>	<b>Exact Wording for Agenda:</b> Budget Amendments: Board of Health Clerk of District Court Title 25
<b>Preference of Placement on Agenda &amp; Amount of Time Requested for Presentation</b> 8:30 5min	<b>Will there be handouts? (If yes, include with meeting request form)</b> yes
<b>Will handouts require SIGNATURES:</b> yes <b>PLEASE CHECK THE BOX AND BRIEFLY EXPLAIN IF YOUR ITEM SHOULD BE MARKED CONFIDENTIAL:</b> <input type="checkbox"/>	<b>If you are submitting a Resolution or Proclamation- please email, in Word Format, to <a href="mailto:shoemakers@sweet.wy.us">shoemakers@sweet.wy.us</a></b>
<b>Additional Information:</b>      	

### INSTRUCTIONS:

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

**RESOLUTION 20-06-CL-01**  
**SWEETWATER COUNTY**  
**BUDGET AMENDMENT**

**WHEREAS, W.S. 16-4-111 requires the Board of County Commissioners to authorize any departure from the adopted budget for any Boards that are appointed by the County Commissioners,**

**WHEREAS, the County District Board of Health is requesting to amend their financial budget,**

**WHEREAS, the County District Board of Health has an approved financial budget for the fiscal year ending June 30, 2020 which provides total expenditures of \$1,860,500,**

**WHEREAS, it has been determined that the aforementioned budget need to be amended within the 2019-2020 County Budget,**

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

**BE IT THEREFORE RESOLVED: that the 2019-2020 fiscal year budget for Sweetwater County be amended to reflect the following budget change:**

**The entire budget be amended by \$80,000 to total \$1,940,500**

**Dated at Green River, Wyoming this 2nd day of June, 2020.**

**BOARD OF COUNTY COMMISSIONERS**  
**SWEETWATER COUNTY, WYOMING**

\_\_\_\_\_  
**Randal M. Wendling, Chairman**

\_\_\_\_\_  
**Wally J. Johnson, Member**

\_\_\_\_\_  
**Roy Lloyd, Member**

\_\_\_\_\_  
**Lauren Schoenfeld, Member**

**ATTEST:**

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

\_\_\_\_\_  
**Jeffrey Smith, Member**

NOTICE OF PUBLIC HEARING  
SWEETWATER COUNTY  
BUDGET AMENDMENT

Notice is hereby given of a Public Hearing to amend the Sweetwater County 2019-2020 budget for the County District Board of Health to amend the entire budget by \$80,000 from \$1,860,500 to \$1,940,500.

Said hearing will be held on the 2<sup>nd</sup> day of June, 2020 at 8:30 A.M. At this time, any and all interested persons may express their opinion regarding the budget amendment by calling (307) 872-3891. To express your opinion via email send your comments ahead of time to [publiccomments@sweet.wy.us](mailto:publiccomments@sweet.wy.us). To express your opinion via mail send your comments ahead of time to Public Comments, C/O Sweetwater County Clerk, 80 W. Flaming Gorge Way Suite 150, Green River, WY 82935.

Dated at Green River, Wyoming this 22<sup>nd</sup> day of May, 2020.

Board of County Commissioners  
Sweetwater County, Wyoming

Attest:

(s) Randal M. Wendling, Chairman

(s) Cynthia L. Lane, County Clerk

Please Advertise as a Legal Advertisement on May 27, 2020.

**RESOLUTION 20-06-CL-02  
SWEETWATER COUNTY  
BUDGET AMENDMENT**

**DUE** to unanticipated capital expenditures within the Clerk of District Court budget totaling \$700,

**WHEREAS**, it has been determined that the aforementioned funds need to be transferred within the 2019-2020 County Budget,

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

**BE IT THEREFORE RESOLVED:** that the 2019-2020 fiscal year budget for Sweetwater County be amended to reflect the following budget changes:

**Expenditure Increase General Fund:**

Clerk of District Court – Capital	\$700
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**Expenditure Decrease General Fund:**

Clerk of District Court – Operating	(\$700)
-------------------------------------	---------

**Dated at Green River, Wyoming this 2nd day of June, 2020.**

**BOARD OF COUNTY COMMISSIONERS  
SWEETWATER COUNTY, WYOMING**

\_\_\_\_\_  
**Randal M. Wendling, Chairman**

\_\_\_\_\_  
**Wally J. Johnson, Member**

\_\_\_\_\_  
**Roy Lloyd, Member**

**ATTEST:**

\_\_\_\_\_  
**Lauren Schoenfeld, Member**

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

\_\_\_\_\_  
**Jeffrey Smith, Member**

NOTICE OF PUBLIC HEARING  
SWEETWATER COUNTY  
BUDGET AMENDMENT

Notice is hereby given of a Public Hearing to amend the Clerk of District Court budget within the Sweetwater County 2019-2020 budget in the amount of \$700.00 due to unanticipated capital expenditures.

Said hearing will be held on the 2<sup>nd</sup> day of June, 2020 at 8:30 A.M. At this time, any and all interested persons may express their opinion regarding the budget amendment by calling (307) 872-3891. To express your opinion via email send your comments ahead of time to [publiccomments@sweet.wy.us](mailto:publiccomments@sweet.wy.us). To express your opinion via mail send your comments ahead of time to Public Comments, C/O Sweetwater County Clerk, 80 W. Flaming Gorge Way Suite 150, Green River, WY 82935.

Dated at Green River, Wyoming this 22<sup>nd</sup> day of May, 2020.

Board of County Commissioners  
Sweetwater County, Wyoming

Attest:

(s) Randal M. Wendling, Chairman

(s) Cynthia L. Lane, County Clerk

Please Advertise as a Legal Advertisement on May 27, 2020.

**RESOLUTION 20-06-CL-03  
SWEETWATER COUNTY  
BUDGET AMENDMENT**

**DUE** to unanticipated Title 25 expenditures totaling \$25,458.48,

**WHEREAS**, it has been determined that the aforementioned funds need to be transferred within the 2019-2020 County Budget,

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

**BE IT THEREFORE RESOLVED:** that the 2019-2020 fiscal year budget for Sweetwater County be amended to reflect the following budget changes:

**Expenditure Increase General Fund:**

Title 25	\$25,458.48
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**General County Reserves Decrease:**

Cash Carryover	(\$25,458.48)
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Dated at Green River, Wyoming this 2nd day of June, 2020.

**BOARD OF COUNTY COMMISSIONERS  
SWEETWATER COUNTY, WYOMING**

\_\_\_\_\_  
Randal M. Wendling, Chairman

\_\_\_\_\_  
Wally J. Johnson, Member

\_\_\_\_\_  
Roy Lloyd, Member

\_\_\_\_\_  
Lauren Schoenfeld, Member

**ATTEST:**

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

\_\_\_\_\_  
Jeffrey Smith, Member

NOTICE OF PUBLIC HEARING  
SWEETWATER COUNTY  
BUDGET AMENDMENT

Notice is hereby given of a Public Hearing to amend the Title 25 budget within the Sweetwater County 2019-2020 budget in the amount of \$25,458.48 due to unanticipated expenditures.

Said hearing will be held on the 2<sup>nd</sup> day of June, 2020 at 8:30 A.M. At this time, any and all interested persons may express their opinion regarding the budget amendment by calling (307) 872-3891. To express your opinion via email send your comments ahead of time to [publiccomments@sweet.wy.us](mailto:publiccomments@sweet.wy.us). To express your opinion via mail send your comments ahead of time to Public Comments, C/O Sweetwater County Clerk, 80 W. Flaming Gorge Way Suite 150, Green River, WY 82935.

Dated at Green River, Wyoming this 22<sup>nd</sup> day of May, 2020.

Board of County Commissioners  
Sweetwater County, Wyoming

Attest:

(s) Randal M. Wendling, Chairman

(s) Cynthia L. Lane, County Clerk

Please Advertise as a Legal Advertisement on May 27, 2020.



# SWEETWATER

C.O.U.N.T.Y



## BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

<b>Meeting Date Requested:</b> 6-2-20	<b>Contact Phone and E-mail:</b> lionbergerk@sweet.wy.us 307-922-5397- Kim Lionberger
<b>Presenters Name, Title and Name of Organization:</b> Public Health- Kim Lionberger- County Health Director Dr. Jean Stachon- County Health Officer - jeanstachon@hotmail.com	<b>Exact Wording for Agenda:</b> Public Health Update
<b>Preference of Placement on Agenda &amp; Amount of Time Requested for Presentation</b> 15 minutes <i>1st item on agenda</i>	<b>Will there be handouts? (If yes, include with meeting request form)</b> n/a
<b>Will handouts require SIGNATURES:</b> n/a <b>PLEASE CHECK THE BOX AND BRIEFLY EXPLAIN IF YOUR ITEM SHOULD BE MARKED CONFIDENTIAL:</b> <input type="checkbox"/>	<b>If you are submitting a Resolution or Proclamation- please email, in Word Format, to shoemakers@sweet.wy.us</b>
<b>Additional Information:</b>     	

### INSTRUCTIONS:

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



# SWEETWATER

C·O·U·N·T·Y



## BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

<b>Meeting Date Requested:</b> June 2, 2020	<b>Contact Phone and E-mail:</b> (307) 872-3888 marchalk@sweet.wy.us
<b>Presenters Name, Title and Name of Organization:</b> Krisena Marchal, County Grants Manager	<b>Exact Wording for Agenda:</b> Approval to Modify the FFY 2021 TANF CPI Grant Application
<b>Preference of Placement on Agenda &amp; Amount of Time Requested for Presentation</b> Any time - 5 minutes	<b>Will there be handouts? (If yes, include with meeting request form)</b> Yes
<b>Will handouts require SIGNATURES:</b> <input type="checkbox"/> <b>PLEASE CHECK THE BOX AND BRIEFLY EXPLAIN IF YOUR ITEM SHOULD BE MARKED CONFIDENTIAL:</b> <input type="checkbox"/>	<b>If you are submitting a Resolution or Proclamation- please email, in Word Format, to shoemakers@sweet.wy.us</b> N/A
<b>Additional Information:</b>	
Please see attached summary.	
<b>Recommended motion:</b>	
Motion to modify the Federal Fiscal Year 2021 TANF CPI grant application by reducing the program budget(s) for...	

**To:** Sweetwater County Commissioners  
**From:** Krisena Marchal, Grants Administration  
**Date:** County Commissioners' Meeting 5/2/20  
**Subject:** Approval to Modify the FFY 2021 TANF CPI Grant Application



**Executive Summary:**

Sweetwater County sponsored three proposals in the total amount of \$115,000 for TANF CPI (Temporary Assistance for Needy Families Community Partnership Initiative) grant funding through the Wyoming Department of Family Services.

The grant funding is designed to help needy families with children (@185% Federal Poverty Level).

Following state review, Sweetwater County's preliminary award is \$20,500 less than requested and requires action to modify the combined grant application.

FFY 2021 TANF CPI PROJECT PROPOSALS			
AGENCY/PROGRAM	ORIGINAL FY 2021 REQUEST	RECOMMENDED FY 2021 BUDGET	FY 2020 AWARD
<b>Climb Wyoming</b> <ul style="list-style-type: none"> <li>Train and place single mothers in careers that successfully support their families and move them toward self-sufficiency.</li> </ul>	\$75,000	\$75,000	\$75,000
<b>Greater Wyoming Big Brothers Big Sisters</b> <ul style="list-style-type: none"> <li>Provide mentoring and case management to youth, and quarterly family engagement activities to at-risk families</li> </ul>	\$15,000	\$15,000	\$15,000
<b>Sweetwater Family Resource Center (SFRC) – Family Independence Program</b> <ul style="list-style-type: none"> <li>Provide rental assistance while participants take steps forward.</li> </ul>	\$25,000	\$4,500	\$5,000
<b>TOTAL</b>	<b>\$115,000</b>	<b>\$94,500</b>	<b>\$95,000</b>

**Staff Notes/Recommendation:**

Staff recommends sponsoring all three project proposals at the FFY 2020 levels with an additional \$500 reduced from the Sweetwater Family Resource Center. This will sustain funding for payroll and operational expenses for Climb Wyoming and Big Brothers Big Sisters whereas the TANF CPI funding for the Sweetwater Family Resource Center is used only for direct contractual expenses (rent) for clients.

In addition, the Sweetwater Family Resource Center is being recommended an additional \$12,450 from other pass-through grant funding from the County for the exact same use, and will have the opportunity to receive supplemental funding from the County through the CARES Act.

**RECOMMENDED MOTION:**

Motion to modify the Federal Fiscal Year 2021 TANF CPI Grant Application by reducing the program budget(s) for...



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



## BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

<b>Meeting Date Requested:</b> June 2nd, 2020	<b>Contact Phone and E-mail:</b> (307) 872-3921 legerskig@sweet.wy.us
<b>Presenters Name, Title and Name of Organization:</b> Gene Legerski, P.E. Public Works Director	<b>Exact Wording for Agenda:</b> Discussion on the Removal and Restoration of the Carnegie Stained Glass Window
<b>Preference of Placement on Agenda &amp; Amount of Time Requested for Presentation</b> 5 min	<b>Will there be handouts? (If yes, include with meeting request form)</b> Yes
<b>Will handouts require SIGNATURES:</b> <input type="checkbox"/> <b>PLEASE CHECK THE BOX AND BRIEFLY EXPLAIN IF YOUR ITEM SHOULD BE MARKED CONFIDENTIAL:</b> <input type="checkbox"/>	<b>If you are submitting a Resolution or Proclamation- please email, in Word Format, to <a href="mailto:shoemakers@sweet.wy.us">shoemakers@sweet.wy.us</a></b>
<b>Additional Information:</b>	

### INSTRUCTIONS:

- All requests to be added to the agenda, along with handouts and original documents to be signed, must be submitted in writing on the “Meeting Request Form” by Wednesday at 12:00 p.m. prior to the scheduled meeting and returned in person or electronically to Administrative Assistant Sally Shoemaker at: [shoemakers@sweet.wy.us](mailto:shoemakers@sweet.wy.us)  
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# WESTERN ART GLASS



2345 S. West Temple SLC, UT. 84115

801-487-2773 Tue – Fri 10 – 6 Sat 10 – 3 Closed Sun & Monday

Westernartglass.net email: [westernartglassslc@gmail.com](mailto:westernartglassslc@gmail.com)

April 24, 2020

Sweetwater County

Green River, WY 82935

Contact: Gene Legerski

RE: Carnegie Library Stained Glass Antique Windows

## Bid for Removal & Restoration

Bid and Project Objective:

1. Remove the original 3 Stained Glass Windows from Carnegie Library.  
\*\*Permanent Removal, not to be reinstalled back to Carnegie Library.  
\*To future install into new location. To Be Determined by City Council.

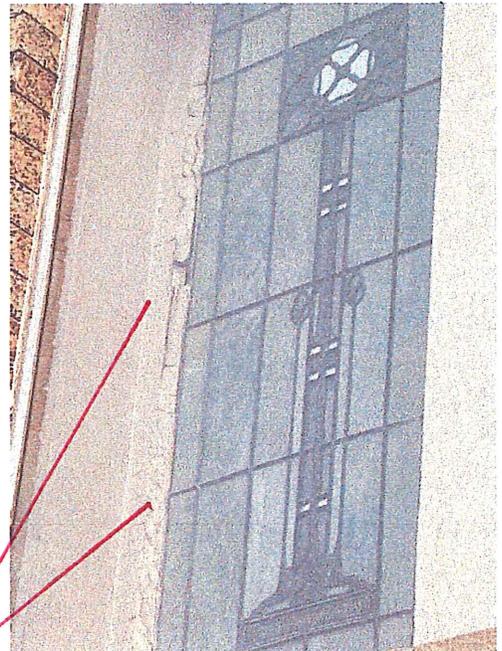
Quantity of 2 - Side Sidelight Panels 20 x 43

Quantity of 1 - Center Main Panel 44 x 76

2. Panels are created and fabricated with primarily colonial metal caming. And has aged respectively to patina / darken extensively.

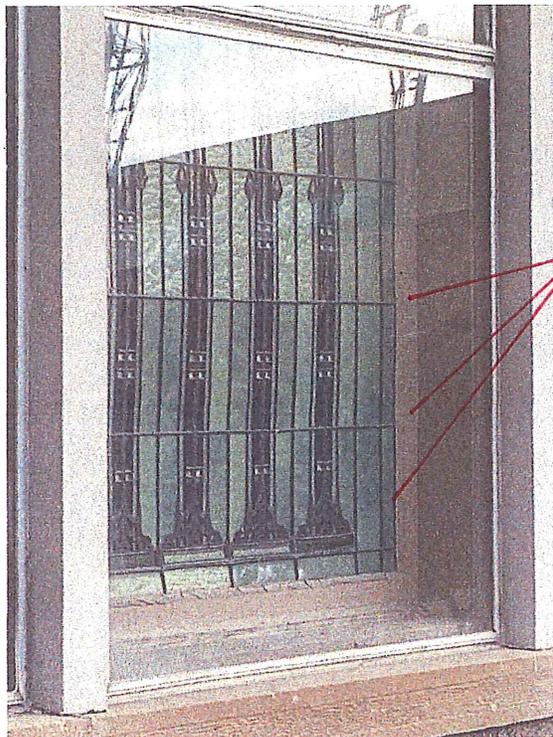
\*Lead caming used in detail aspects of design. Flowing, curving shapes, flower shapes. All linear lines are rigid metal H caming.

At this time, regardless of Carnegie Library condition and issues per the actual building itself, these 3 stained glass panels are exhibiting extreme speed in aging effects due to more than building structural issues. Utmost is the exterior storm windows that are installed to then protect these windows. Excessive heat and solar rays are per seasonal climate temperatures, heat is trapped between the art glass panels and the storm window with no executed venting applied and or no way for this trapped heat to release. The summer entrapment heat causes the panels to want to expand and in the winter, the panels want to contract. The effects of massive heat are the most affecting. The heat temperature can be magnified of



3X the degree of the outside temperature (s). This causes the metals to soften, flex and then a suction and swell effect to the stained glass panels. This affect is very apparent in the glazing compound that installs and seals the panels to the wood jam. The actual compound has gotten so heat invested that it has 'curdled' and or boiled this material to dry and become brittle.

The large middle panel requires after removal some adjustment as well as maintenance and reinforcement reconfiguration. For this center panel, the heat entrapment is not limited to only the installation glazing compound as the same for all 3 panels, but the extreme effects of heat for this size of panel, have ultimately softened substantially the metal 'H' coming of the construction of the art glass windows. This is ultimately what has been introduced to the panel's build construction of the metal coming, causing the overall large center art glass panel to want to and forcing it bow inward AND outward. This bowing in and out is comparable to 'buckle and or fold like an accordion' on the horizontal design lines. The panel itself will never truly collapse and fully fold up. Ultimately if action is not taken, the panel as it will continue to fold, up to a stopping point of the individual glass panes within the panel. The folding force will then cause and force the individual art glass panes to force out of the metal channeling / came. In a couple places this is already happening. There comes a point that neather the glass nor the panel either materials to then be able to proceed to move. For the panel to try to continue to fold and the glass panes being stiff glass, the forced result will actually cause the individual glass pane pieces to break and



crack. If this window is not addressed sooner than later, any trauma breaks of the glass will be more than detrimental. The glass used in this panel is irreplaceable even with a possible close match is unattainable; to make or to find.

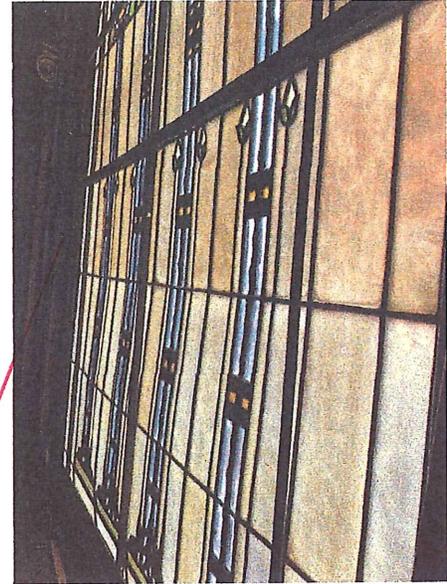
\*The accordion fold is more obvious / noticeable on the exterior side.

Ultimately detrimental effects.

Regardless either side view.

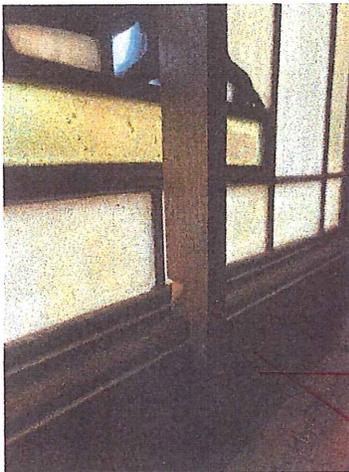
Issues in addition to the heat entrapment.

For any reinforcement for stained glass, standard application; stained glass and or leaded panels, steel flat bars or round steel 'saddle bars' and or wood are attached to panel by way of a tie-wire (s). \*\*Wires are soldered / connected to the lead and or window metals of lead, zinc or copper \*at specific junctures and or solder joints and then these 'tie-wires' are wrapped around the support / reinforcement bars and the wire is then 'twisted'. This will support / hold the panel, but also allows some give and or breathing room for the panel to adjust with either expected life time building settling, climate changes, etc. These bars are flush up to the perimeter of the panel and then these support bars are installed into and anchor in the wood frame jam.



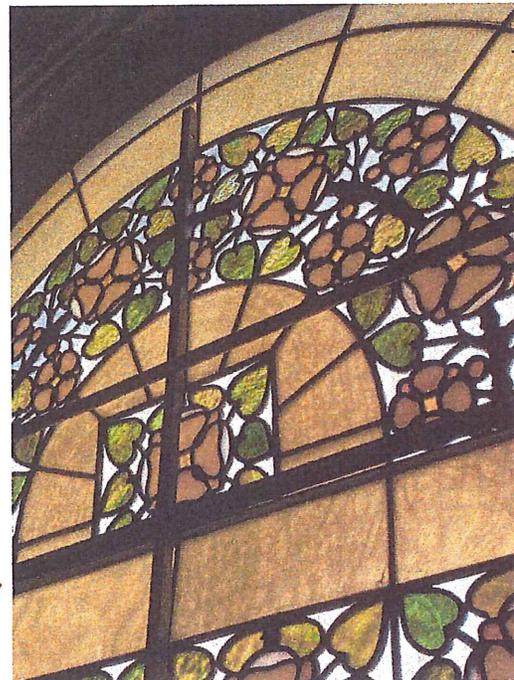
This center main panel does have it's 3 original (horizontal) 3/8" flat steel bars that were attached as they should be per standard applications.

\*Over the years the window must have exhibited obvious strain, stress and or signs of forced bowing and then fatigue. An incredible amount of metal reinforcement was then



applied in quite an extensive skeletal linear maze on the interior side of the panel. A mix of metals from round, flat to square hollow metal tubing were attached on the vertical AND horizontal directions. Wood vertical were applied to the smaller 2 panels, but never attached to the

panels, so of no effect for support.



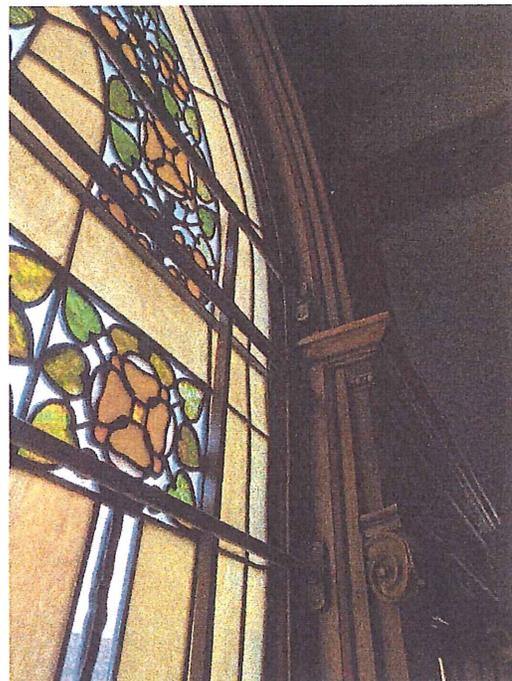
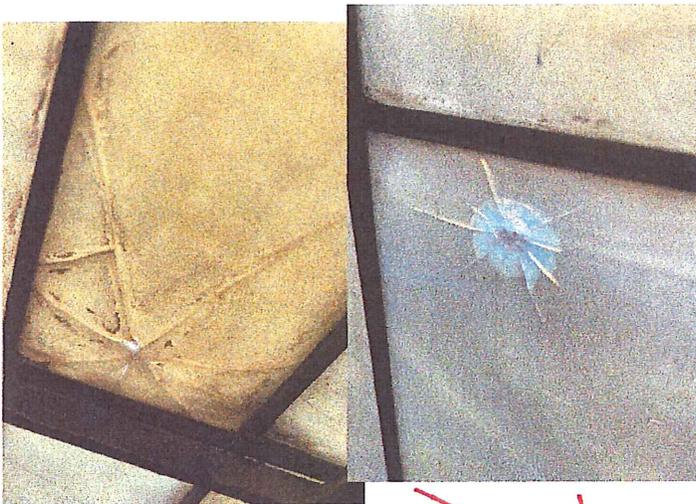
Although extensive, the additional applied reinforcement helped in someways and was useless in other ways. It was not applied by an experienced and or known manner; application or placement.

Any reinforcement for stained glass of any size, design and or design detail; reinforcement must be completely flush attached to the panel at these metal junctures. This panel with some of this added reinforcement was flush to the panel in some areas, but on intersections of other directional reinforcement, it went over top of the other directional support. This allowed gaps for leeway for the panel to have no reinforcement in those areas and exhibited then fatigue or failure of support.



This must be corrected.

Any structural skeletal reinforcement MUST ALWAYS run The Full Length OR Height of the panel. And any material used for reinforcement whether metal, round, flat, square or even wood, must be housed and or anchored into and or attached ONTO the wood jam. The panel will not be stabilized with reinforcement only applied to itself. It is the anchoring of support into the window frame or jam that supports the stained glass window panel in many many reasons.



Large Panel.

There are couple areas of purposeful vandal damage. These will be addressed for best restoration practices. Glass replacement is highly questionable. Regardless, these areas must be glued with a specific high bond glass UV glue to stop any glass from falling out and or also stop the break from running further.

**These 3 panels to be removed.**

1. All 3 panels are installed from the exterior side of the building which requires removal also per exterior side. Sweetwater County must supply a type of mechanical lift for me to access the location to the windows from the exterior side for removal. I must know this type of lift before I travel to Sweetwater as I need to plan accordingly for needed supplies to accommodate for the glass removal requirements.
2. Due to this aspect and current public health conditions, at this time, advising this to be considered for August 2020. A Monday & a Tuesday is preferred for scheduling days.
2. Western Art Glass will need some time day 1 of 2 for securing of the stained glass panels to be ready for the following day for actual removal.
3. To actually remove the panels will take several hours. All 3 to be removed same day. All the curdled glazing compound must be removed from all perimeter edges of each of the 3 windows. I will do this as per part of removal. I must have source of a power outlet /electrical for tools.
4. At the time to truly then remove the panels from the building window jam frame, I will need assistance of 1-2 helping hands on the interior side. And also 1 -2 persons in addition to me on the exterior side to handle to remove the center main panel due to size and location of and also per having to be on a mechanical life to do so.
5. Western Art Glass will supply custom made to fit crating to crate and secure and to transport the 3 panels at time of removal.
6. The 2 smaller sidelight panels may not need any additional and or maintenance work done to them, but do need to be inspected and assessed after removal and before return for reinstallation elsewhere.
7. All 3 panel will be crated and taken to Western Art Glass studio in Salt Lake City. The address and location is in the header on this bid. These panels must come to our studio for assessment and then proceed for actual needed and planned reinforcement for future installation for new location of.
9. No matter at what aspect of removal, will always need additional hands for the removal, but to also assist in crating and securing for transport.

\*This bid is for removal, crating and work performed as listed here within this bid. Once the attributes and facets of this bid are complete, Sweetwater County can require and request that the panels be returned to Sweetwater County for their own storage for new installation location to be determined at a later time.

\*\*Panels may also be stored in their respective crate at Western Art Glass to be returned when installation is ready pending a minimal storage time.

### Bid

Travel Time and Gas	\$500	Roundtrip.
Hotel 2 nights	\$ 211.50	Rates per previous stay Hampton by Hilton
Day Labor (2 Days)	\$ 1600.	*Onsite. To Remove 3 panels. **Day Before prep and day of to remove.
Custom Crating	\$ 500.	Materials, Supplies & Labor to Build

\*Including additional and needed supplies to pack and secure for transport.

Middle Panel for sure requires new and additional reinforcement support bars. The 2 smaller side panels will be given a thorough look over. They appear as of now to be in very decent condition and are not estimating to expect to need any reinforcement bars or restoration work.

Studio Labor / Restoration Time and Materials.

\*Estimate per my daily in studio labor rate, but not to exceed \$1800.

\$4611.50

Fine Print.....

- \* If panels are requested per city council to be returned before reinstallation date and place are determined. Additional travel, time and hotel will be in addition to this bid cost.
- \* And OR written authorization of designated individual may pick the crated panels up from Western Art Glass when work is complete. And returned per Sweetwater County and stored per own discretion (s) and location.
- \* Pictures will be on file of Western Art Glass of the condition and state of the panels before leaving Western Art Glass before re- packed and secured crating. Any storage and or handling once leaving Western Art Glass will not be of any liability per Western Art Glass and will be in total discretion and responsibility of any and all handlers deemed authorized by Sweetwater County to travel, move and store.
- \* \*1/2 of bid cost must be paid when removal is complete and panels will be heading to Salt Lake for restoration work as bid has been accepted.

\*\*Final payment will be due when herein stated work is complete and re-crating for transport and storage. Estimated time will be in full communication of and for.

\*Bid cost is valid thru September 2020. Removal being an exterior execution must be done during adequate and requested good and decent weather for working outside; removal only. Installation bid to follow.

# WESTERN ART GLASS



2345 S. West Temple SLC, UT. 84115

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Westernartglass.net email: [westernartglassslc@gmail.com](mailto:westernartglassslc@gmail.com)

April 24, 2020

Sweetwater County  
Green River, WY 82935  
Contact: Gene Legerski  
RE: Carnegie Library Stained Glass Antique Windows

## Bid for Installation

The Carnegie Library 3 stained glass panels bid for removal and any restoration, correction or studio work is separate from this bid. This bid is for return and installation only. This bid is also, only valid for installation if removal was also done by Western Art Glass.

As per the plan that these panels are to be installed into a new location. Western Art Glass advises that these panels are not be installed and used again as actual exterior windows. These panels have exhibited and inflicted long term exterior effects not including additional reasons for their current state. The center panel especially can never be fully reversed, but can be adjusted and helped to stabilize a straight and beautiful art glass panel again.

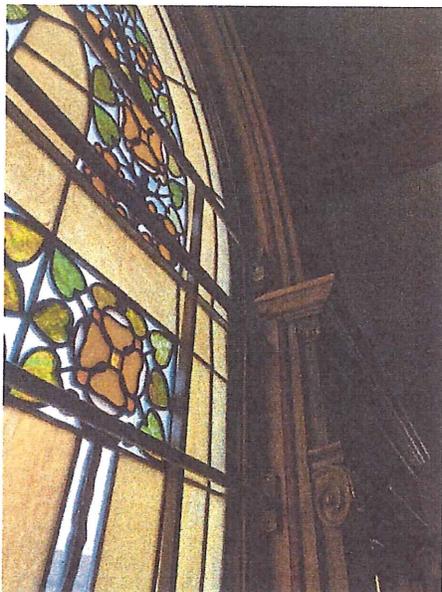
~Idea and suggestion for then all 3 panels to be installed, together as a 3 part set / triptych as they originally were like that of The Carnegie Library. Suggesting to be installed as an interior wall partition and or interior wall art application and viewable per either side of the wall / panel like that of a window. With specific set lighting to be installed to illuminate at all hours.

Installing lighting and any electrical work is no offered service by Western Art Glass.

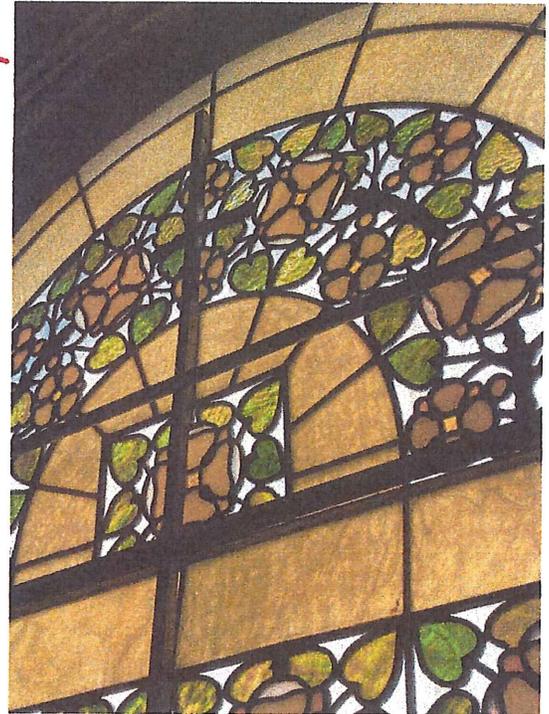
For installation need to know:

Any structural skeletal reinforcement frame MUST always run The Full Length OR Height of the panel. This will have been corrected before return for installation. Any material used for reinforcement whether metal, round, flat, square or even wood, must be housed and or anchored into and or attached ONTO the wood jam. The panel will not be stabilized with reinforcement only applied to itself. It is the anchoring of support into the window frame or jam that supports the stained glass

window panel in many many reasons.



Although this later in time applied horizontal bar helped, and yes it was anchored to the frame, but it was not flush to the panel and did not work as effectively if it had been done differently for better.



\*Any free ending / floating support bar(s) that are currently on the panel before removal, will have been removed and new support bars planned for and applied in an experienced craftsmanship manner.

The 3 Horizontal supports that are original to the panel will be reassessed for long term continuation and stay in their respective location on the panel. As we have advised for the panels to be installed into an interior application; we would like to apply opposite running and new supports with same tie wire application to be applied to the other side of the panel than that of the horizontal supports.

This will help counter act the already introduced accordion fold that the panel has undergone and changed the rigidity of the existing and true contracted metal comes. This opposite side reinforcement support, this will also allow the new support bars to attach 'flush' to the panel as required. And work effectively for long life.

The supports regardless of original and or to be newly applied, will be applied in specific linear runs and to go to any and all perimeter edges. These bars then are To Be AND must be housed and or inset into the new installation wood jam of the new area of installation.

\*Western Art Glass is experienced and knowledgeable of glasswork only. Any wood or carpentry work or electrical is not included nor offered in our services. New window panel wood jam / framing to be fabricated and constructed per Sweetwater County and or their discretion of and whomever they select for to do so. Western Art Glass to work with and in conjunction with this said then craftsman carpenter to assist in aspects of the stained glass panels for installation into new location.

To be planned ahead of and for if a template needs to be made of the panel's arch before the panel gets crated and leaves for a time. Template if needed, advised to be done at the time of the window removal.

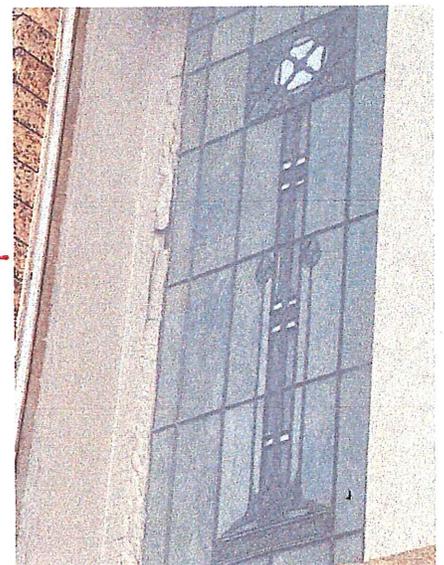


For the new installation, the craftsman carpenter will need to accommodate the steel reinforcement bars running horizontal and vertical that will be securely attached to the panel.

These are generally industry standards of a flat 3/8" steel. The original 3 horizontal bars on the panel now, will stay where they are. Newly applied bars will be specific during assessment and time for studio work on the panel at Western Art Glass. Jam anchoring placements for these support bars will not be known until the restored panel is returned to Sweetwater for installation. The new installation jam and or molding to house this panel, the support bar areas will need to be custom fit for these placements at installation time.

These 3/8" flat steel support bars will need to be anchored into the jam. Advised of a minimal depth inset of 1/4" to maximum 3/8".

The 2 sidelight panels are as of yet determined to be in pretty decent shape and do not nor will have any support bars. This could change depending a through look over. after their removal. With no planned for added support bars, these panels now will respectively maintain their original size at 20 x 43. As will the large panel still have same measurements, but arched top makes for a custom fit. 44 x 76.



Center panel for installation of will require at least an additional 2 - 3 persons for the size and support thereof to unpack from the crate at the new location.

Carpenter craftsman is for wood handling and working. Will not actually be able to handle and hold panel for actual install. Will need these supporting and helping hands.

Per new location of where theses will actually be installed. If additional tools, manual lifts are required, this is responsibility of Sweetwater County to supply and plan for accordingly.

**Bid for Return & Reinstallation**

Travel Time and Gas \$500

Hotel 1 night (?) \$ 105.75 Rates per previous stay Hampton by Hilton

Day Labor \$ 800. \*Onsite. To assist and support and advise the carpenter for the installation aspects of stained glass panel (s).

\$1405.75

\*\*Although interior installation can be done anytime of year, time of year for travel and transport of a crated antique panel is advised for March - September 2021.

\*Estimating to only need accommodation for 1 night of hotel as 2 sidelight panels are an easy install being straight edge measurement. Whereas, the large middle panel is arched and has substantial support bars with which takes much more time for to install.



# SWEETWATER

C·O·U·N·T·Y



## BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

<b>Meeting Date Requested:</b> June 2nd, 2020	<b>Contact Phone and E-mail:</b> (307) 872-3921 legerskig@sweet.wy.us
<b>Presenters Name, Title and Name of Organization:</b> Gene Legerski, P.E. Public Works Director	<b>Exact Wording for Agenda:</b> Award of the 2020 County Road Dust Control Project
<b>Preference of Placement on Agenda &amp; Amount of Time Requested for Presentation</b> 5 min	<b>Will there be handouts? (If yes, include with meeting request form)</b> Yes
<b>Will handouts require SIGNATURES:</b> <input checked="" type="checkbox"/> PLEASE CHECK THE BOX AND BRIEFLY EXPLAIN IF YOUR ITEM SHOULD BE MARKED CONFIDENTIAL: <input type="checkbox"/>	<b>If you are submitting a Resolution or Proclamation- please email, in Word Format, to <a href="mailto:shoemakers@sweet.wy.us">shoemakers@sweet.wy.us</a></b>
<b>Additional Information:</b>  	
<b>Motion:</b> See attached letter   	

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

May 21<sup>st</sup>, 2020

Sweetwater County Board of County Commissioners:

Below are the results of the 2020 County Road Dust Control Project that was held on May 20<sup>th</sup>, 2019 at 10:00 AM.

2020 County Road Dust Control Project

Dustbusters Enterprises, Inc. Evanston, WY	\$157,247.50
Desert Mountain, Corp. Riverton, WY	\$168,822.80
Engineers Estimate	\$152,804.00

Recommendation:

Award Bid for the 2020 County Road Dust Control Project to Dustbusters Enterprises, Inc. in the sum of \$157,247.50 and authorize the Chairman to sign all necessary project documents.

Sincerely,



Gene Legerski, P.E.  
Sweetwater County Engineer

**THE BOARD OF COUNTY COMMISSIONERS  
SWEETWATER COUNTY, WYOMING**

**FY2020 COUNTY ROAD DUST CONTROL  
MAGNESIUM CHLORIDE APPLICATION ON MULTIPLE COUNTY ROADS**

**NOTICE OF AWARD**

TO: Dustbusters Enterprises, Inc.  
108 Meadow Drive  
Evanston, WY 82930

**PROJECT DESCRIPTION:**

**FY2020 COUNTY ROAD DUST CONTROL  
SUPPLY AND APPLY MAGNESIUM CHLORIDE SOLUTION DUST SUPPRESSANT TO  
VARIOUS SWEETWATER COUNTY ROADS**

The Board of County Commissioners of Sweetwater County, Wyoming (Sweetwater County) has considered the Bid submitted by you for the above-described work in response to its Advertisement for Bids and Invitation to Bid.

You are hereby notified that your Bid has been accepted for items in the amount of \$157,247.50 (one-hundred fifty seven thousand two hundred forty seven Dollars and fifty Cents).

You are required by the Invitation to Bid to execute the Contract and furnish the required Contractor's Performance Bond, Payment Bond, and Certificate of Insurance within seven (7) calendar days from the date of this Notice to you.

If you fail to execute said Contract and to furnish said Bonds within seven (7) days from the date of this Notice, said Sweetwater County will be entitled to consider all your rights arising out of the Sweetwater County's acceptance of your Bid as abandoned and as a forfeiture of your Bid Bond. Sweetwater County will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to Sweetwater County.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ACCEPTANCE OF NOTICE**

Receipt of the above Notice of Award is hereby acknowledged

by \_\_\_\_\_

this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

By: \_\_\_\_\_

Title: \_\_\_\_\_



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



## BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

<b>Meeting Date Requested:</b> June 2nd, 2020	<b>Contact Phone and E-mail:</b> (307) 872-3921 legerskig@sweet.wy.us
<b>Presenters Name, Title and Name of Organization:</b> Gene Legerski, P.E. Public Works Director	<b>Exact Wording for Agenda:</b> Change Order #1 to the Sweetwater Courthouse Boiler Replacement Project
<b>Preference of Placement on Agenda &amp; Amount of Time Requested for Presentation</b> 5 min	<b>Will there be handouts? (If yes, include with meeting request form)</b> Yes
<b>Will handouts require SIGNATURES:</b> <input checked="" type="checkbox"/> PLEASE CHECK THE BOX AND BRIEFLY EXPLAIN IF YOUR ITEM SHOULD BE MARKED CONFIDENTIAL: <input type="checkbox"/>	<b>If you are submitting a Resolution or Proclamation- please email, in Word Format, to <a href="mailto:shoemakers@sweet.wy.us">shoemakers@sweet.wy.us</a></b>
Additional Information:	
Motion: Approve Change Order #1 to the Sweetwater County Courthouse Boiler Replacement Project in the amount of \$26,829.00 and allow the Chairman to sign all necessary documents.	

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May 22, 2020

Sweetwater County Commissioners  
80 W Flaming Gorge Way # 109  
Green River, WY 82935

RE: Contract Update  
Sweetwater County Courthouse Boiler

Commissioners,

The following reflects the status of the Contract on this project to date:

	<b>Original Contract Price</b>	<b>\$430,365.00</b>
CO-1	Controls, Equipment, and Installation	\$26,829.00
	<b>Adjusted Contract Price</b>	<b>\$457,194.00</b>

If you have any questions regarding this information, please contact me at (307) 362-7550.

Sincerely,

Kreston Cross  
President

I agree with the change to the Contract

\_\_\_\_\_  
County Commissioner, signature

\_\_\_\_\_  
Date



Address 3759 West 2340 South Ste. E  
 Salt Lake City Utah 84120  
 Phone (801) 631-9601  
 Fax (860) 353-8168  
 E-mail allen.bonebrake@carrier.com

Contact Name Rorey Fitch  
 Account SWEETWATER COUNTY  
 Phone (307) 872-3905  
 Site Address 80 W Flaming Gorge Way  
 Green River, WY, 82935-4250

Estimate Date 05/13/2020

Quote Number 00532694

Job Description SW courthouse Boiler controls with Bacnet panel upgrade

**Scope of Work**

Carrier will provide the Controls retrofit for the existing Controllers currently connected to the Boiler ,Chiller with tower, related Pumps. The control system retrofit on the Boiler controls will be based on the new design provided VBFA dated 2/28/2020. The new boilers will be Integrated using the new BacNet Panels provided in this quote and operate according to the new sequence of operation. A new E stop button will be installed by the entry way door according to the Bid. The existing Chiller with the tower and related devices currently connected will be moved from the existing panel to the new panel as part of this quote. The existing chiller will be integrated and controllable via the new panel and will due to the new software be able to display all the service values remotely. This will enable some of the service function to be completed without a site visit saving service costs from the moment this is finished. The existing Carrier I-Vu software will be updated to the latest version. A new router for remote access and alarming will be installed and the support costs for one year's service are included in this quote. The Graphics for the Boiler and chiller systems will be provided as part of this quote. To Clarify after the job is finished all buildings connected to carrier I-Vu controls in sweetwater county with the proper security accessible can be monitored and alarmed by Phones and Tablets authorized by the county.

**Exclusions / Clarifications**

This quote does not include the waste disposal and labor performed outside normal business hours unless otherwise noted.

Total Quoted Price

**Total Price for Scope of Work including applicable taxes: \$23,329.00**



This proposal is valid for 30 days from the date of proposal. Carrier's terms and conditions will govern in lieu of any other terms and conditions contained in any resulting Purchase, Order, Contract, Agreement, etc. Carrier would like to thank you for the continuing opportunity to be of service.

Sincerely,

Allen Bonebrake

Carrier Commercial Service

---

---

Title

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Customer Acceptance (signature)

Date

Purchase Order

The attached Terms & Conditions shall govern.

**CARRIER CORPORATION**  
**TERMS AND CONDITIONS OF SALE – EQUIPMENT AND/OR SERVICE**

**1. PAYMENT AND TAXES** - Payment shall be made net 30 days from date of invoice. Carrier reserves the right to require cash payment or other alternative method of payment prior to shipment or completion of work if Carrier determines, in its sole discretion, that Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 30 days payment term. In addition to the price, Customer shall pay Carrier any taxes or government charges arising from this Agreement. If Customer claims that any such taxes or government charges do not apply to the transactions governed by this Agreement, Customer shall provide Carrier with acceptable tax exemption certificates or other applicable documents. All past due invoices will accrue interest at the lesser of 1% per month or the maximum amount allowable by law.

**2. EXTRAS** - Equipment, parts or labor in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization, paid for as an extra at Carrier's prevailing labor rates and equipment/parts charges, and subject to the terms of this Agreement.

**3. RETURNS** - No items will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned.

**4. SHIPMENT** - All shipments shall be F.O.B. shipping point, freight prepaid and allowed to the job site. Shipment dates quoted are approximate. Carrier does not guarantee a particular date for shipment or delivery.

**5. PARTIAL SHIPMENT** - Carrier shall have the right to ship any portion of the equipment, goods or other materials included in this Agreement and invoice Customer for such partial shipment.

**6. DELAYS** - Carrier shall not be liable for delays in manufacturing, shipping or delivery by causes beyond the control and without the fault or negligence of Carrier, including but not restricted to acts of God, acts of a public enemy, acts of government, acts of terrorism, fires, floods, epidemics, quarantine restrictions, freight embargoes, supplier delays, strikes, or labor difficulties (collectively "Force Majeure Events"). Carrier agrees to notify Customer in writing as soon as practicable of the causes of such delay. In the event that any materials or equipment to be provided by Carrier under this Agreement become permanently unavailable as a result of a Force Majeure Event, Carrier shall be excused from furnishing such materials or equipment.

**7. WARRANTY** - Carrier warrants that all equipment manufactured by Carrier Corporation and all Carrier equipment, parts or components supplied hereunder will be free from defects in material and workmanship. Carrier shall at its option repair or replace, F.O.B. point of sale, any equipment, part or component sold by Carrier and determined to be defective within one (1) year from the date of initial operation or eighteen (18) months from date of shipment, whichever is earlier. Carrier does not warrant products not manufactured by Carrier Corporation, but it does pass on to Customer any transferrable manufacturer warranties for those products. Carrier warrants that all service provided by Carrier hereunder shall be performed in a workmanlike manner. In the event any such service is determined to be defective within ninety (90) days of completion of that service, Carrier shall at its option re-perform or issue a credit for such service. Carrier's obligation to repair or replace any defective equipment, parts or components during the warranty period shall be Customer's exclusive remedy. Carrier shall not be responsible for labor charges for removal or reinstallation of defective equipment, parts or components, for charges for transportation, handling and shipping or refrigerant loss, or for repairs or replacement of such equipment, parts

or components, required as a consequence of faulty installation, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than Carrier. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**8. WORKING HOURS** - All services performed under this Agreement, including but not limited to, major repairs, are to be provided during Carrier's normal working hours unless otherwise agreed.

**9. CUSTOMER RESPONSIBILITIES (Service Contracts only)** - Customer shall:

- Provide safe and reasonable equipment access and a safe work environment.
- Permit access to Customer's site, and use of building services including but not limited to: water, elevators, receiving dock facilities, electrical service and local telephone service.
- Keep areas adjacent to equipment free of extraneous material, move any stock, fixtures, walls or partitions that may be necessary to perform the specified service.
- Promptly notify Carrier of any unusual operating conditions.
- Upon agreement of a timely mutual schedule, allow Carrier to stop and start equipment necessary to perform service.
- Provide adequate water treatment.
- Provide the daily routine equipment operation (if not part of this Agreement) including availability of routine equipment log readings.
- Where Carrier's remote monitoring service is provided, provide and maintain a telephone line with long distance direct dial and answer capability.
- Operate the equipment properly and in accordance with instructions.
- Promptly address any issues that arise related to mold, fungi, mildew or bacteria.
- Identify and label any asbestos containing material that may be present. The customer will provide, in writing, prior to the start of a job, a signed statement regarding the absence or presence of asbestos for any job where the building or the equipment to be serviced is older than 1981. Should this document state that no asbestos is present, the customer will also provide in writing the method used to determine the absence of asbestos.

**10. EXCLUSIONS** - Carrier is not responsible for items not normally subject to mechanical maintenance including but not limited to: duct work, casings, cabinets, fixtures, structural supports, grillage, water piping, steam piping, drain piping, cooling tower fill, boiler tubes, boiler refractory, disconnect switches and circuit breakers. Carrier is not responsible for repairs, replacements, alterations, additions, adjustments, repairs by others, unscheduled calls or emergency calls, any of which may be necessitated by negligent operation, abuse, misuse, prior improper maintenance, vandalism, obsolescence, building system design, damage due to freezing weather, chemical/electrochemical attack, corrosion, erosion, deterioration due to unusual wear and tear, any damage related to the presence of mold, fungi, mildew, or bacteria, damage caused by power reductions or failures or any other cause beyond Carrier's control. Carrier shall not be required to perform tests, install any items of equipment or make

modifications that may be recommended or directed by insurance companies, government, state, municipal or other authority. However, in the event any such recommendations occur, Carrier, at its option, may submit a proposal for Customer's consideration in addition to this Agreement. Carrier shall not be required to repair or replace equipment that has not been properly maintained.

**11. EQUIPMENT CONDITION & RECOMMENDED SERVICE (Service Contracts only)** - Upon the initial scheduled operating and/or initial annual stop inspection, should Carrier determine the need for repairs or replacement, Carrier will provide Customer in writing an 'equipment condition' report including recommendations for corrections and the price for repairs in addition to this Agreement. In the event Carrier recommends certain services (that are not included herein or upon initial inspection) and if Customer does not elect to have such services properly performed in a timely fashion, Carrier shall not be responsible for any equipment or control failures, operability or any long-term damage that may result. Carrier at its option will either continue to maintain equipment and/or controls to the best of its ability, without any responsibility, or remove such equipment from this Agreement, adjusting the price accordingly.

**12. PROPRIETARY RIGHTS (Service Contracts only)** - During the term of this Agreement and in combination with certain services, Carrier may elect to install, attach to Customer equipment, or provide portable devices (hardware and/or software) that shall remain the personal proprietary property of Carrier. No devices installed, attached to real property or portable device(s) shall become a fixture of the Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices that are used in connection with providing service on Customer equipment.

**13. DATA RIGHTS (Service Contracts only)** - Customer hereby grants and agrees to grant to Carrier a worldwide, non-exclusive, non-terminable, irrevocable, perpetual, paid-up, royalty free license to any Source Data, with the right to sub-license to its affiliates and suppliers for (i) Carrier's performance of services pursuant to this Agreement, (ii) the improvement of Carrier services, and Carrier's Analytics Platform; (iii) improving product performance, operation, reliability, and maintainability; (iv) to create, compile, and/or use datasets and/or statistics for the purposes of benchmarking, development of best practices, product improvement; (v) the provision of services to third parties, (vi) research, statistical, and marketing purposes, and/or (vii) in support of Carrier agreements.

Source Data – shall mean data that is produced directly from a system, or device and received at a collection point or a central server (e.g. a Carrier database, data lake, or third party cloud service).

Analytics Platform – shall mean server algorithms or web interface systems used to (i) interpret, convert, manipulate, or calculate data, (ii) perform data processing, and/or (iii) the delivery of data to Carrier, affiliates or suppliers of Carrier, and/or Customer.

**14. RETURN OF DATA (Service Contracts only)** - Customer understands and acknowledges that the portable devices will collect Source Data that will be stored on and/or transmitted to Carrier's servers and to suppliers or affiliates that are contracted by Carrier and used to transmit, process, extract or store such Source Data for purposes of Carrier's performance of the service in accordance with this Agreement. Once such data and information has been stored and/or transmitted to Carrier's servers, Customer agrees that such data and information shall become part of Carrier's database and therefore subject to the license terms under section 13.

**15. DATA DELIVERY** - During the term of the Agreement Customer shall (i) make reasonable efforts to ensure that the hardware remains

powered on, (ii) avoid intentional action to impede, block or throttle collection and transmission of Source Data by Carrier, and (iii) avoid intentional action to disable, turn off, or remove the hardware without Carrier's express written consent, which consent shall not be unreasonably withheld.

**16. REVERSE ENGINEERING** - Customer shall not extract, decompile or reverse engineer any software included with, incorporated in, or otherwise associated with the hardware and shall not reverse engineer any reports or analytics provided to or received by Customer from Carrier.

**17. WAIVER OF DAMAGES** - Under no circumstances shall Carrier be liable for any incidental, special or consequential damages, including loss of revenue, loss of use of equipment or facilities, or economic damages based on strict liability or negligence.

**18. LIMITATION OF LIABILITY** - Carrier's maximum liability for any reason (except for personal injuries) arising from this Agreement shall not exceed the value of the payments received by Carrier under this Agreement.

**19. CANCELLATION** - Customer may cancel this Agreement only with Carrier's prior written consent, and upon payment of reasonable cancellation charges. Such charges shall take into account costs and expenses incurred, and purchases or contract commitments made by Carrier and all other losses due to the cancellation including a reasonable profit.

**20. CUSTOMER TERMINATION FOR CARRIER NON-PERFORMANCE** - Customer shall have the right to terminate this Agreement for Carrier's non-performance provided Carrier fails to cure such non-performance within thirty (30) days after having been given prior written notice of the non-performance. Upon early termination or expiration of this Agreement, Carrier shall have free access to enter Customer locations to disconnect and remove any Carrier personal proprietary property or devices as well as remove any and all Carrier-owned parts, tools and personal property. Additionally, Customer agrees to pay Carrier for all incurred but unamortized service costs performed by Carrier including overheads and a reasonable profit.

**21. CARRIER TERMINATION** - Carrier reserves the right to discontinue its service any time payments have not been made as agreed or if alterations, additions or repairs are made to equipment during the term of this Agreement by others without prior agreement between Customer and Carrier.

**22. CLAIMS** - Any lawsuits arising from the performance or nonperformance of this Agreement, whether based upon contract, negligence, strict liability or otherwise, shall be brought within one (1) year from the date the claim arose.

**23. GOVERNMENT PROCUREMENTS** - The components, equipment and services provided by Carrier are "commercial items" as defined in Section 2.101 of the Federal Acquisition Regulations ("FAR"), and the prices of such components, equipment and services are based on Carrier's commercial pricing policies and practices (which do not consider any special requirements of U.S. Government cost principles, FAR Part 31, or any similar procurement regulations). As such, Carrier will not agree to provide or certify cost or pricing data, nor will Carrier agree to comply with the Cost Accounting Standards (CAS). In addition, no government procurement regulations, such as FARs or DFARS, shall apply to this Agreement except those regulations expressly accepted in writing by Carrier.

**24. HAZARDOUS MATERIALS** - Carrier is not responsible for the identification, detection, abatement, encapsulating or removal of

asbestos, products or materials containing asbestos, similar hazardous substances, or mold, fungi, mildew, or bacteria. If Carrier encounters any asbestos or other hazardous material while performing this Agreement, Carrier may suspend its work and remove its employees from the project, until such material and any hazards associated with it are abated. The time for Carrier's performance shall be extended accordingly, and Carrier shall be compensated for the delay.

**25. WASTE DISPOSAL** - Customer is wholly responsible for the removal and proper disposal of waste oil, refrigerant and any other material generated during the term of this Agreement.

**26. SUPERSEDEURE, ASSIGNMENT and MODIFICATION** - This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous or contemporaneous, oral or written, statements. Customer may assign this Agreement only with Carrier's prior written consent. No modification to this Agreement shall be binding unless in writing and signed by both parties. Orders shall be binding upon Carrier when accepted in writing by an authorized representative of Carrier. **CARRIER'S ACCEPTANCE OF CUSTOMER'S ORDER IS CONDITIONED UPON CUSTOMER'S ACCEPTANCE OF THE TERMS AND CONDITIONS SET FORTH HEREIN (THIS "AGREEMENT") AND CUSTOMER'S AGREEMENT TO BE BOUND BY AND COMPLY WITH THIS AGREEMENT. THIS AGREEMENT AND ALL REFERENCED ATTACHMENTS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN CARRIER AND CUSTOMER, AND NO AMENDMENT OR MODIFICATION SHALL BE BINDING ON CARRIER UNLESS SIGNED BY AN OFFICER OR AUTHORIZED EMPLOYEE OF CARRIER. THE FAILURE OF CARRIER TO OBJECT TO PROVISIONS CONTAINED IN ANY PURCHASE ORDER OR OTHER DOCUMENT OF CUSTOMER SHALL NOT BE CONSTRUED AS A WAIVER BY CARRIER OF THE TERMS IN THIS AGREEMENT OR AN ACCEPTANCE OF ANY OF CUSTOMER'S PROVISIONS. ANY CONFLICTING OR ADDITIONAL TERMS OR CONDITIONS SET FORTH BY CUSTOMER IN A PURCHASE ORDER OR OTHER DOCUMENT SHALL NOT BE BINDING UPON CARRIER, AND CARRIER HEREBY EXPRESSLY OBJECTS THERETO.**

**27. CUSTOMER CONSENT** - Customer consents and agrees that Carrier may, from time to time, publicize Carrier related projects with Customer, including the value of such projects, in all forms and media for advertising, trade, and any other lawful purposes.

**28. FOR WORK BEING PERFORMED IN CALIFORNIA** - Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

**29. INTELLECTUAL PROPERTY** – Notwithstanding anything to the contrary stated herein, Carrier retains ownership of its intellectual property and no license to Carrier's intellectual property is granted except as necessary for Customer to use any deliverables and/or services provided hereunder.

**30. DATA PRIVACY** – Carrier processes personal data in accordance with its privacy notice at Carrier.com. Each party will comply with applicable data privacy laws governing personal information collected and processed under this Agreement, including the California Consumer Privacy Act and the European General Data Protection Regulation, and take all reasonable commercial and legal steps to protect personal data. If Customer provides Carrier with personal data, Customer will ensure that it has the legal right to do so, including notifying the individuals whose personal data it provides to Carrier. Neither party receives personal data under this Agreement for monetary or other valuable consideration.

**31. FACTORY ACCEPTANCE TESTS AND INSPECTIONS** – The nature and extent of factory acceptance tests or factory inspections, including without limitation, the number and identity of participants, locations visited, and activities undertaken, shall be limited to activities directly related to the performance of this Agreement. The tests or inspections will be subject to mutual agreement of the parties, Carrier policy and internal pre-approval requirements, and strictly comply with Customer's policies as well as all applicable laws and regulations including, without limitation, all applicable laws and regulations prohibiting corruption.



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



## BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

<b>Meeting Date Requested:</b> June 2nd, 2020	<b>Contact Phone and E-mail:</b> (307) 872-3921 legerskig@sweet.wy.us
<b>Presenters Name, Title and Name of Organization:</b> Gene Legerski, P.E. Public Works Director	<b>Exact Wording for Agenda:</b> Award of the FY2020 CMAQ Dust Control Project Magnesium Chloride Application
<b>Preference of Placement on Agenda &amp; Amount of Time Requested for Presentation</b> 5 min	<b>Will there be handouts? (If yes, include with meeting request form)</b> Yes
<b>Will handouts require SIGNATURES:</b> <input checked="" type="checkbox"/> PLEASE CHECK THE BOX AND BRIEFLY EXPLAIN IF YOUR ITEM SHOULD BE MARKED CONFIDENTIAL: <input type="checkbox"/>	<b>If you are submitting a Resolution or Proclamation- please email, in Word Format, to <a href="mailto:shoemakers@sweet.wy.us">shoemakers@sweet.wy.us</a></b>
Additional Information:	
Motion: See attached letter	

### INSTRUCTIONS:

- All requests to be added to the agenda, along with handouts and original documents to be signed, must be submitted in writing on the “Meeting Request Form” by Wednesday at 12:00 p.m. prior to the scheduled meeting and returned in person or electronically to Administrative Assistant Sally Shoemaker at: [shoemakers@sweet.wy.us](mailto:shoemakers@sweet.wy.us)  
***\*\*If your handout is not accompanied with the request, your request may be dismissed and you may reschedule for the next meeting provided the handout(s) are received.\*\****
- If you are presenting a **Resolution or Proclamation**, it must be submitted in Word Format and emailed to: [shoemakers@sweet.wy.us](mailto:shoemakers@sweet.wy.us)
- As always, if you are unable to attend the meeting after being placed onto an agenda, please send a representative in your place or your item may be rescheduled.
- In order to determine placement on the agenda, please review the county website [www.sweet.wy.us](http://www.sweet.wy.us) on Thursday afternoon by clicking “Commissioner’s Agenda”.
- If a request to be placed on an agenda is received **AFTER** the deadline, you will be considered for the next meeting date.

May 21<sup>st</sup>, 2020

Sweetwater County Board of County Commissioners:

Below are the results of the bid opening for CMAQ Project Number CM20303 FY2020 Dust Control Project Magnesium Chloride Application Various County Roads that was held on May 20<sup>th</sup>, 2019 at 10:00 AM.

2020 County Road Dust Control Project

Dustbusters Enterprises, Inc. Evanston, WY	\$419,531.80
Desert Mountain, Corp. Riverton, WY	\$509,999.92
Engineers Estimate	\$387,770.00

Recommendation:

Award the CMAQ Project Number CMAQ Project Number CM20303 FY2020 Dust Control Project Magnesium Chloride Application Various County Roads to Dustbusters Enterprises, Inc. in the sum of \$419,531.80 and authorize the Chairman to sign all necessary project documents once we receive concurrence from the Wyoming Department of Transportation regarding the award.

Sincerely,



Gene Legerski, P.E.  
Sweetwater County  
Public Works Director

**THE BOARD OF COUNTY COMMISSIONERS  
SWEETWATER COUNTY, WYOMING**

**FY2020 CMAQ DUST CONTROL PROJECT  
MAGNESIUM CHLORIDE APPLICATION ON MULTIPLE COUNTY ROADS**

**I. NOTICE OF AWARD**

TO: Dustbusters Enterprises, Inc.  
108 Meadow Drive  
Evanston, WY 82930

**PROJECT DESCRIPTION:**

**FY2020 CMAQ Dust Control Project Magnesium Chloride Application on Multiple County Roads** project, consisting of supplying and applying magnesium chloride solution dust suppressant to approximately 103 miles of various SWCO Roads.

The Board of County Commissioners of Sweetwater County, Wyoming (Sweetwater County) has considered the Bid submitted by you for the above-described work in response to its Advertisement for Bids and Invitation to Bid.

You are hereby notified that your Bid has been accepted for items in the amount of \$ 419,531.80 (four hundred nineteen thousand five hundred thirty one Dollars and eighty Cents).

You are required by the Invitation to Bid to execute the Contract and furnish the required Contractor's Performance Bond, Payment Bond, and Certificate of Insurance within seven (7) calendar days from the date of this Notice to you.

If you fail to execute said Contract and to furnish said Bonds within seven (7) days from the date of this Notice, said Sweetwater County will be entitled to consider all your rights arising out of the Sweetwater County's acceptance of your Bid as abandoned and as a forfeiture of your Bid Bond. Sweetwater County will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to Sweetwater County.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**A. ACCEPTANCE OF NOTICE**

Receipt of the above Notice of Award is hereby acknowledged

by \_\_\_\_\_

this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

By: \_\_\_\_\_

Title: \_\_\_\_\_



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

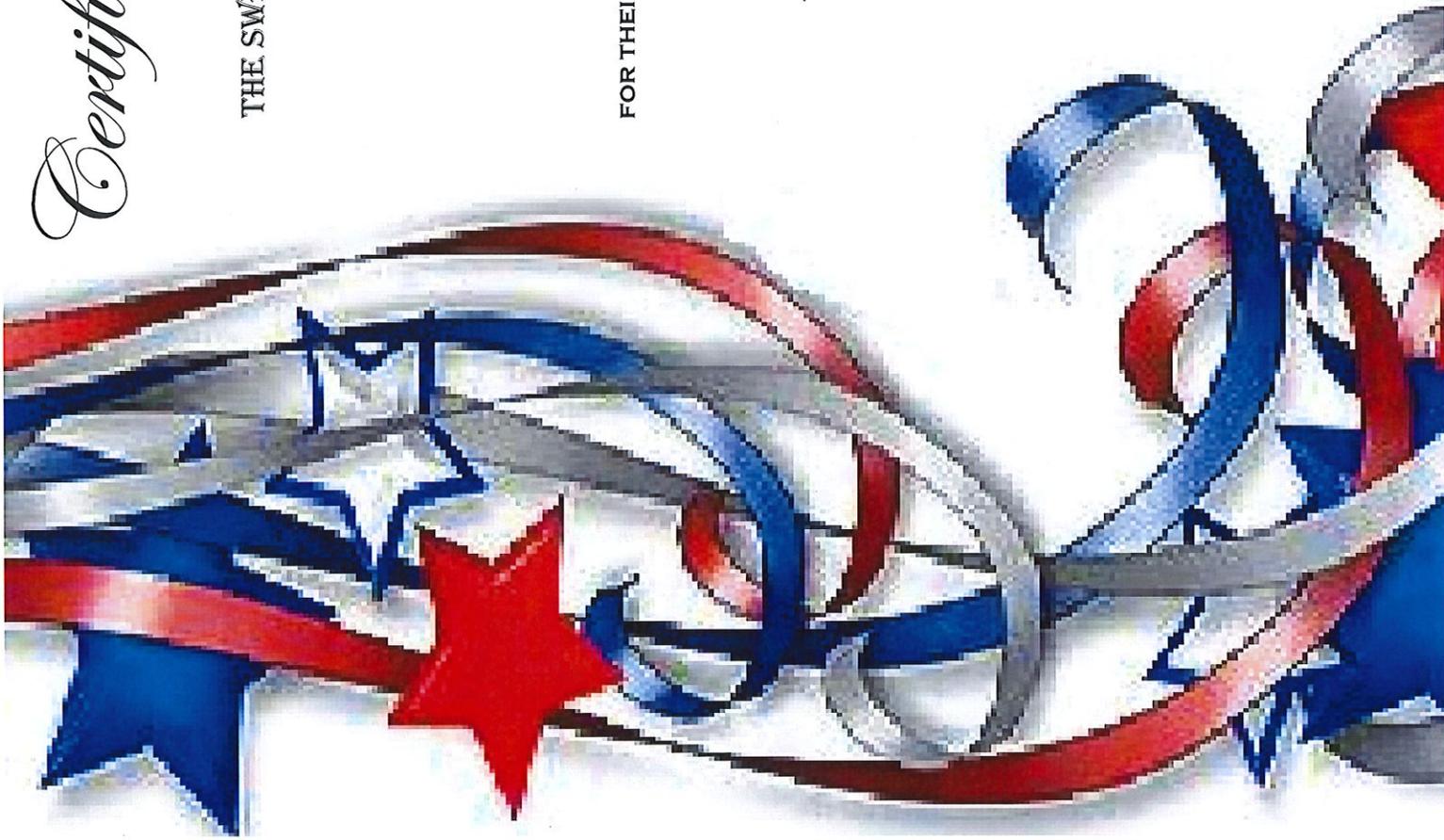


## BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

<b>Meeting Date Requested:</b> 06/02/2020	<b>Contact Phone and E-mail:</b> mcleang@sweet.wy.us
<b>Presenters Name, Title and Name of Organization:</b>  Garry McLean, HR Director	<b>Exact Wording for Agenda:</b> Request approval of Certificate of Appreciation to the Women's Club of Rock Springs
<b>Preference of Placement on Agenda &amp; Amount of Time Requested for Presentation</b> 5 min	<b>Will there be handouts? (If yes, include with meeting request form)</b> yes
<b>Will handouts require SIGNATURES:</b> Yes  PLEASE CHECK THE BOX AND BRIEFLY EXPLAIN IF YOUR ITEM SHOULD BE MARKED CONFIDENTIAL: <input type="checkbox"/>	<b>If you are submitting a Resolution or Proclamation- please email, in Word Format, to <a href="mailto:shoemakers@sweet.wy.us">shoemakers@sweet.wy.us</a></b>
<b>Additional Information:</b>	

### INSTRUCTIONS:

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



# *Certificate of Appreciation*

THE SWEETWATER COUNTY VETERANS SERVICES OFFICE AND

THE SWEETWATER COUNTY COMMISSIONERS

WOULD LIKE TO RECOGNIZE AND THANK

## **WOMEN'S CLUB OF ROCK SPRINGS**

FOR THEIR CONTRIBUTION OF THE HANDMADE MASKS FOR THE VETERANS

*Signature*

*Date*

*Signature*

*Date*

*Signature*

*Date*

*Signature*

*Date*

*Signature*

*Date*



# SWEETWATER

C·O·U·N·T·Y



## BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

<b>Meeting Date Requested:</b> June 2, 2020	<b>Contact Phone and E-mail:</b> KOTM@SWEET.WY.US
<b>Presenters Name, Title and Name of Organization:</b> Mark Kot, Public Lands Planner Sweetwater County, WY	<b>Exact Wording for Agenda:</b> Resolution regarding the Flaming Gorge National Recreation Area
<b>Preference of Placement on Agenda &amp; Amount of Time Requested for Presentation</b> No Preference	<b>Will there be handouts? (If yes, include with meeting request form)</b> YES
<b>Will handouts require SIGNATURES:</b> YES PLEASE CHECK THE BOX AND BRIEFLY EXPLAIN IF YOUR ITEM SHOULD BE MARKED CONFIDENTIAL: <input type="checkbox"/>	<b>If you are submitting a Resolution or Proclamation- please email, in Word Format, to <a href="mailto:shoemakers@sweet.wy.us">shoemakers@sweet.wy.us</a></b> YES
<b>Additional Information:</b>	
Resolution supporting protections for the Flaming Gorge National Recreation Area	

### 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@sweet.wy.us](mailto:shoemakers@sweet.wy.us)  
*\*\*If your handout is not accompanied with the request, your request may be dismissed and you may reschedule for the next meeting provided the handout(s) are received.\*\**
- If you are presenting a Resolution or Proclamation, it must be submitted in Word Format and emailed to: [shoemakers@sweet.wy.us](mailto:shoemakers@sweet.wy.us)
- As always, if you are unable to attend the meeting after being placed onto an agenda, please send a representative in your place or your item may be rescheduled.
- In order to determine placement on the agenda, please review the county website [www.sweet.wy.us](http://www.sweet.wy.us) on Thursday afternoon by clicking "Commissioner's Agenda".
- If a request to be placed on an agenda is received AFTER the deadline, you will be considered for the next meeting date.

## **SWEETWATER COUNTY RESOLUTION 2020-06-CC-01**

**WHEREAS**, Historically and currently, the Flaming Gorge National Recreation Area (FGNRA) provides outstanding recreation opportunities for residents of Sweetwater County, the State of Wyoming and the United States of America; and

**WHEREAS**, the FGNRA significantly adds to the economy of Sweetwater County and is a key component of the custom and culture of the county; and

**WHEREAS**, the Flaming Gorge National Recreation Area (FGNRA) is administered by the Ashley National Forest, which is in the process of updating its Forest Plan for the FGNRA; and

**WHEREAS**, the FGNRA covers 207,363 acres and includes 103 water miles encompassing the 42,020 acre within the Flaming Gorge Reservoir and includes 55 reservoir and river miles within the State of Utah and 48 reservoir and river miles within the State of Wyoming which extend into the Green River city limits; and

**WHEREAS**, the FGNRA is nationally known for its outstanding scenery, geology, and recreation opportunities which include world class fishing on the Flaming Gorge Reservoir and the Green River attracting millions of visitors from across the United States; and

**WHEREAS**, Congress established the FGNRA in 1968 through Public Law 90-540 which directed the Secretary of Agriculture, in coordination with the other purposes of the Colorado River Project, to administer, protect and develop the FGNRA in a manner to best provide for:

1. Public outdoor recreation benefits;
2. Conservation of scenic, scientific, historic, and other values contributing to public enjoyment; and
3. Such management, utilization, and disposal of natural resources, as in his judgment, will promote or are compatible with and do not significantly impair the purpose for which the recreation area is established.

**WHEREAS**, the 1977 FGNRA Final Environmental Impact Statement (FEIS), the 1977 Management Plan, the 1986 Forest Plan FEIS and the 1986 Forest Plan for Land and Resource Management and its Appendix A, provided for the first two primary purposes of Public Law 950 by managing the FGNRA as No Surface Occupancy (NSO) allowing no above-ground mining or drilling operations to be located within one half mile of the reservoir or visible from the reservoir, major developed recreation sites and major traveled roads; and

**WHEREAS**, commercial solar and wind developments, electrical transmission lines/towers, oil/gas transmission lines, and communication site development (except on a very limited basis) have similar significant impairment as the mining and oil and gas developments as addressed in the 1977 and 1986 Environmental Impact Statements, Forest Plans and Appendices; and

**WHEREAS**, to ensure for future generations, that the FGNRA is protected and managed for its primary purpose for public outdoor recreation benefit and the conservation of scenic, scientific, historic and other values contributing to public enjoyment.

**NOW THEREFORE BE IT RESOLVED**, that, for FGNRA lands located north of the Wyoming – Utah State Line, Sweetwater County strongly supports and requests that the Ashley National Forest within all future Draft and Final Land Use Plans, Appendices and Record of Decisions include the following stipulations:

- Oil, Gas and Mining Development (except for limited gravel quarries) be leased, developed, and managed as No Surface Occupancy; and
- Right of Way for Commercial Wind Energy and Solar Developments, Electrical Power Transmission Lines/Towers and Oil/Gas and Similar Product Pipelines be issued as Right-of-Way Exclusion; and
- Right- of-Way for Commercial Communication Sites (except on a very limited basis) be managed as Right-of-Way Avoidance; and
- Any proposed closure of an existing road with the FGNRA is first reviewed and approved by the Sweetwater County Board of County Commissioners; and
- The proposed, draft and final Ashley National Forest and FGNRA Plan and Appendix and Record of Decision should retain the historical intent and components of the 1977 and 1986 FGNRA Plans/FEIS and should include clear desired conditions, supporting objectives or planning elements that recognize the afore-mentioned stipulations and historical context; and
- Recognize and support the economic importance of the FGNRA to Sweetwater County and the State of Wyoming in a manner that is balanced with the significant environmental FGNRA characteristics and complies with the primary purposes of Public Law 90-540.

Dated at Green River, Wyoming this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

BOARD OF COUNTY COMMISSIONERS  
SWEETWATER COUNTY, WYOMING

\_\_\_\_\_  
Randal M. Wendling, Chairman

\_\_\_\_\_  
Wally J. Johnson, Member

\_\_\_\_\_  
Roy Lloyd, Member

ATTEST:

\_\_\_\_\_  
Lauren Schoenfeld, Member

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

\_\_\_\_\_  
Jeffrey Smith, Member

## Sally Shoemaker

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**From:** Bonnie Berry  
**Sent:** Tuesday, May 26, 2020 4:01 PM  
**To:** Randy Wendling; Wally Johnson; Roy Lloyd; Lauren Schoenfeld; Jeffrey Smith  
**Cc:** Sally Shoemaker; Cindy Lane  
**Subject:** Budget Workshop  
**Attachments:** 060220 workshop packet preliminary.pdf

Good Afternoon Commissioners,

I have prepared the preliminary packet for the Budget Workshop following the meeting next Tuesday. A copy is attached. I will provide you with an updated packet prior to the workshop.

If you have any questions or would like any additional information please let me know.

Thanks,

*Bonnie Berry, CPA*

Accounting Manager  
Sweetwater County  
80 West Flaming Gorge Way, Suite 150  
Green River, WY 82935  
(307) 872-3762

Budget Workshop Agenda  
 June 2, 2020  
 Meeting held via Zoom

Please join the meeting 30 minutes before your scheduled time

Tuesday, June 2, 2020

12:00	Bonnie Berry	Budget Overview
12:10	Jennifer Cain and Laura Laabs	Big Brothers Big Sisters
12:20	Lisa Stewart	Boys & Girls Club
12:30	Todd Toolson	Castle Rock Hospital District
12:40	Shari West	Family Resource Center
12:50	Kathy Siler	Food Bank
1:00 Break		
1:10	Nicole Mandros	Hospice
1:20	David Thorne	Youth Home
1:30	Melinda Baas	YWCA
1:40	Ryan Rust	Young At Heart
1:50	Dustin Eaton	Eden Valley Improvement District
2:00	Jennie Melvin	Flaming Gorge Days
2:10 Break		
2:20	Lauren Reed and Travis Garrison	Red Desert Roundup Rodeo
2:30	Mary Seppie	STAR
2:40	Augusta Clayton-Davis	Treatment Court
2:50	Devon Brubaker	Southwest Wyoming Regional Airport
3:00	Bonnie Berry	Budget Review

Sweetwater County  
Projected FY2021 Budget  
As of 5/26/20

	FY2021 REQUESTS
REVENUES (EXCLUDING GRANT REVENUE)	42,782,631
EXPENDITURES	
DEPARTMENTS	37,444,458
COMPONENT UNITS	9,046,305
OUTSIDE AGENCIES	<u>5,413,139</u>
TOTAL EXPENDITURES	51,903,902
DIFFERENCE (SHORTFALL)	(9,121,270)
GRANT REVENUES	3,685,066
GRANT EXPENDITURES	<u>4,026,922</u>
GRANTS DIFFERENCE (SHORTFALL)	(341,856)
TOTAL SHORTFALL	(9,463,127)

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

Sweetwater County  
 Projected FY2021 Budget Comparison  
 As of 5/26/20

	FY2020 ADJUSTED BUDGET	FY2021 REQUESTS	INCREASE/ (DECREASE) PERCENT	INCREASE/ (DECREASE) AMOUNT
REVENUES (EXCLUDING GRANT REVENUE)	47,073,536	42,782,631	-9.12%	(4,290,905)
EXPENDITURES				
DEPARTMENTS	36,446,596	37,444,458	2.74%	997,862
COMPONENT UNITS	9,273,547	9,046,305	-2.45%	(227,242)
OUTSIDE AGENCIES	5,449,164	5,413,139	-0.66%	(36,025)
TOTAL EXPENDITURES	51,169,307	51,903,902	1.44%	734,595
DIFFERENCE (SHORTFALL)	(4,095,771)	(9,121,270)		
GRANT REVENUES	3,211,769	3,685,066	14.74%	473,297
GRANT EXPENDITURES	3,601,113	4,026,922	11.82%	425,810
GRANTS DIFFERENCE (SHORTFALL)	(389,344)	(341,856)		
TOTAL SHORTFALL	(4,485,114)	(9,463,127)		

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

		2017-2018 ACTUALS	2018-2019 ACTUALS	2019-2020 Y-T-D ACTUALS	2019-2020 ADJUSTED BUDGET	2020-2021 DEPARTMENT REQUESTS	INCREASE/ (DECREASE) PERCENT	INCREASE/ (DECREASE) AMOUNT
12:10	GEN OA BIG BROTHERS BIG SISTERS	-		12,000.00	12,000.00	12,000.00	0.00%	-
12:20	GEN OA BOYS&GIRLS CLUB OF SWCO	48,600.00	48,600.00	48,600.00	48,600.00	60,000.00	23.46%	11,400.00
12:30	GEN OA CASTLE ROCK HOSP DIST	81,000.00	177,000.00	250,750.00	301,000.00	348,000.00	15.61%	47,000.00
12:40	GEN OA FAMILY RESOURCES	44,550.00	44,550.00	43,506.00	58,000.00	60,000.00	3.45%	2,000.00
12:50	GEN OA FOOD BANK	17,381.69	15,282.04	15,505.95	19,845.00	20,845.00	5.04%	1,000.00
1:00	BREAK							
1:10	GEN OA HOSPICE	74,970.00	88,000.00	56,250.00	75,000.00	80,000.00	6.67%	5,000.00
1:20	GEN OA YOUTH HOME	162,810.00	162,810.00	135,675.00	162,810.00	162,810.00	0.00%	-
1:30	GEN OA YWCA	283,944.00	283,944.00	246,080.00	295,296.00	295,296.00	0.00%	-
1:40	GEN OA YOUNG AT HEART	271,100.00	261,144.00	243,235.96	296,144.00	307,500.00	3.83%	11,356.00
1:50	GEN OA EDEN VALLEY IMP DIST	24,300.00	24,300.00	32,500.00	32,500.00	35,000.00	7.69%	2,500.00
2:00	GEN OA FLAMING GORGE DAYS	2,835.00	-	2,835.00	2,835.00	2,835.00	0.00%	-
2:10	BREAK							
2:20	GEN OA RED DESERT RNDUP RODEO	8,100.00	8,100.00	12,000.00	12,000.00	12,000.00	0.00%	-
2:30	GEN OA STAR	117,990.00	117,990.00	98,325.00	131,100.00	131,100.00	0.00%	-
2:40	GEN OA TREATMENT COURT	6,000.00	6,000.00	-	7,000.00	9,000.00	28.57%	2,000.00
2:50	GEN OA RS SWCO AIRPORT	469,122.00	683,284.17	575,694.16	586,617.83	870,158.00	48.33%	283,540.17