

**SWEETWATER COUNTY 2023 SPECIFIC PURPOSE TAX JOINT
POWERS BOARD JOINT POWERS AGREEMENT**

THIS AGREEMENT is entered into as of the ____ day of _____, 2023, by and between Sweetwater County, Wyoming, a body corporate and politic (hereinafter referred to as “Sweetwater County”); Bairoil, Wyoming (“Bairoil”), Granger, Wyoming (“Granger”), Green River, Wyoming (“Green River”), Rock Springs, Wyoming (“Rock Springs”), Superior, Wyoming (“Superior”) and Wamsutter, Wyoming (“Wamsutter”), incorporated municipalities in Sweetwater County (hereinafter sometimes collectively referred to as the “Municipalities”); and Jamestown-Rio Vista Water and Sewer District, and North Sweetwater Water and Sewer District (hereinafter jointly referred to as “Sponsored Entities”). Sweetwater County and the Municipalities may be collectively referred to as the “Participating Agencies.” Sweetwater County, the municipalities and the Sponsored Entities may be collectively referred to as the Participating Entities.

WITNESSETH:

WHEREAS, the Participating Agencies each constitute an “agency,” as defined in the Wyoming Joint Powers Act, Wyo. Stat. §§ 16-1-102 to §§ 16-1-109 (hereinafter referred to as the “Act”);

WHEREAS, the Act [§ 16-1-104(a)] provides that any power, privilege or authority exercised or capable of being exercised by an agency may be exercised and enjoyed jointly with any other agency having a similar power, privilege or authority;

WHEREAS, the Act [§ 16-1-104(b)] further provides that a county may enter into and operate under a joint powers agreement with one or more agencies for the performance of any function that the agency is authorized to perform;

WHEREAS, pursuant to Wyo. Stat. § 18-2-101, Sweetwater County has the authority to provide for road improvements;

WHEREAS, Sweetwater County has determined that being the agency sponsor for the following projects would be of service to and be for the benefit of the Participating Agencies and their residents:

- \$9,670,666 to the Jamestown-Rio Vista Water and Sewer District, Sweetwater County, for installation of a sewer trunk line through the district to connect to the City of Green River sewer system; and
- \$6,662,014 to the North Sweetwater Water and Sewer District, Sweetwater County, to rebuild its over 50 year old lagoons and replace about 12,000 linear feet of collection system piping in order to address compliance, capacity and structural issues such as cracked, collapsed and misaligned pipe;

WHEREAS, pursuant to Wyo. Stat. § 15-1-103, the Municipalities have the authority to

provide for the construction and improvement of water and sewer systems; street paving, curb, gutter and sidewalk; surface water drainage systems; wastewater treatment facilities; street lighting; firehouse upgrades and equipment; and to own and regulate convalescent homes, rest homes and hospitals;

WHEREAS, the Municipalities have determined that the following projects would be of service to and be for the benefit of the Participating Agencies and their residents:

- \$2,310,215 to the Town of Bairoil for the repairs/replacements needed for the water and sewer lines, including replacing all defective valves, upgrading old chlorine system, street repairs from decay and excavations, upgrade obsolete mapping for water and sewer system, engineering costs with the above projects;

- \$1,343,148 to the Town of Granger to reconstruct and pave the currently unpaved town streets with 3” asphalt, including curbing and gutters;

- \$22,027,627 to Green River for the following: (1) paving, curb, gutter, sidewalk, and rehabilitation of water, sewer and storm sewer infrastructure in various locations on the following streets – westbound Riverview Drive (from Hackberry Street to Locust Street), eastbound Riverview Drive (from Locust Street to Fir Street), Bridger Drive (from East Teton Boulevard to West Teton Boulevard), Faith Drive, Evans Drive (from Faith Drive to Faith Drive), Easy Street (from Hutton Street through Easy Circle), Wilkes Drive (from Hutton Street to Evans Drive), and Indian Hills Drive (from Shoshone Avenue to Uinta Drive); and (2) Cape seal selected streets to preserve the integrity of the asphalt surface;

- \$1,998,604 to the Town of Superior for water system upgrades and improvements including water well testing and maintenance and a new transition line and valves, sewer system updates and a new water well;

- \$35,093,771 to the City of Rock Springs the following five (5) water, sewer, wastewater, storm water, and building repair infrastructure projects:

- a. Water facility odor control and improvements - Design and construction of a processing facility that will utilize solar and supplemental heating sources to dry and process biosolids produced from the wastewater treatment process. The year around processing of the biosolids will reduce the odors released during this operation. In addition, air scrubbers will be installed to reduce the odors emitted from the facility.

- b. Northeast Rock Springs detention basin - Design and Construction of two detention basins near Century Park to reduce flooding impacts in the area. These basins will decrease the peak storm water outflows from the natural drainages flowing into them.

- c. Killpecker creek detention basin - Design and Construction of two detention basins located along the Killpecker drainage along with channel improvements to the lower limits of Killpecker Creek. One Basin will be located near the White Mountain Golf Course and the other North of Reliance. These improvements will reduce the peak flood flow rate of Killpecker creek within the City of Rock Springs and reduce the impacts to adjacent properties.

- d. Facility infrastructure repairs - Replace the original irrigation system at

Wataha Recreation Area. This system irrigates the original 18-holes on the golf course along with the ball complex, picnic areas, driving range and clubhouse grounds. The system was installed in 1977 and is the lifeblood of this outdoor facility. Replace the original Holmsten ice compressor system that cools the Family Rec Center ice rink floor. The system was built in 1984 and utilizes R22 Freon which has not been manufactured for years and will soon be unavailable or if reclaimed R22 is available it will be cost prohibitive. This unit is the lifeblood of the ice rink and without it we have no rink. Replace the original field lights on the three softball fields at Wataha Ball Complex. These incandescent lights were installed in 1978 and need to be upgraded soon if we want to continue using these fields at night. Currently replacement bulbs are difficult to purchase.

e. Rehabilitation of water, sewer and storm sewer infrastructure in various locations throughout the City of Rock Springs. This will include line replacement and/or pipe lining along with replacement of other necessary appurtenances;

- \$4,405,525 to the Town of Wamsutter to replace the red clay sewer pipe and waterline and curb and gutter, sidewalk and pavement for 7 blocks.

(hereinafter, the Sweetwater County Projects and the Municipalities' Projects being collectively referred to as the "Projects"); and

WHEREAS, each of the Participating Agencies realizes that a joint and cooperative effort in the financing of such Projects will result in substantial economic savings and will provide methods of financing unavailable to any of the Participating Agencies operating independently; and

WHEREAS, each Participating Agency, in order to facilitate such Projects, desires to create and organize a joint powers board under said Act;

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, it is understood and agreed between the Participating Agencies as follows:

**SECTION ONE
PURPOSE**

The purpose of this Agreement is to provide an efficient, orderly, and economically feasible method of planning, financing and constructing the Projects on behalf of Sweetwater County, the Municipalities and the Sponsored Entities, which would be of service to and be for the benefit of the Participating Entities, and their residents.

**SECTION TWO
DURATION OF THE AGREEMENT**

This Agreement and the joint powers board shall be of perpetual duration; however, this Agreement and the joint powers board may be dissolved and terminated by action of a majority of the Board of County Commissioners of Sweetwater County and the governing bodies of the

Municipalities (hereinafter sometimes referred to in the singular as “Governing Body of a Participating Agency” and collectively referred to as “Governing Bodies of the Participating Agencies”); provided, that this Agreement and the joint powers board shall not be dissolved or terminated so long as outstanding financial obligations of the joint powers board exist or provision for their payment or other satisfaction has not been made.

SECTION THREE CREATION, ORGANIZATION AND COMPOSITION OF JOINT POWERS BOARD

There is hereby created, pursuant to the Act (§ 16-1-106), the “SWEETWATER COUNTY 2023 SPECIFIC PURPOSE TAX JOINT POWERS BOARD” (hereinafter referred to as the “Joint Powers Board”).

1. The Joint Powers Board shall consist of seven (7) members, all of whom shall be qualified electors of Sweetwater County. Pursuant to the Act (§ 16-1-106), it is not incompatible office holding for an officer or legal representative of a county, municipal corporation, school district, special district, public institution, agency, board, commission or political subdivision to be a member of the Joint Powers Board.

2. Each of the Governing Bodies of the Participating Agencies shall appoint one (1) member to the Joint Powers Board.

3. The said members shall be appointed within five (5) days of approval of this Agreement by the Wyoming Attorney General, and within fifteen (15) days after their appointment, the members of the Joint Powers Board shall hold an organizational meeting and determine the terms of the members. The initial terms of the members shall be staggered, subject to reappointment and determined by the drawing of lots for the following: (i) two (2) terms of one year; (ii) two (2) terms of two years; and (iii) three (3) terms of three years. Thereafter, appointments for a full term shall be for three year staggered terms. Members of the Joint Powers Board may be removed by the respective Governing Body of the Participating Agency that made the appointment.

A vacancy appointment shall be made by the Governing Body of a Participating Agency which made the appointment of the retiring member. In the event a vacancy should occur prior to the expiration of the retiring member’s term, the successor shall be appointed for the unexpired portion of the retiring member’s term.

4. At the organizational meeting, the members of the Joint Powers Board shall also elect from the membership a Chairman, Vice-Chairman, Secretary, and Treasurer. The Secretary of the Joint Powers Board shall notify the Participating Agencies of the Joint Powers Board’s organization and shall file a certificate showing its organization with the County Clerk of Sweetwater County and the Wyoming Secretary of State.

5. No individual member of the Joint Powers Board shall be personally liable for any actions or procedure of the Board. When actually engaged in the performance of their duties,

members of the Board shall receive no compensation, but shall be reimbursed for travel and per diem expenses as provided to State of Wyoming employees.

6. The Joint Powers Board shall meet at the call of the Chairman, upon oral or written request of a majority of the Joint Powers Board members, within five (5) days after the request is given by any Participating Agency, or in any event not less than once each three (3) months.

SECTION FOUR POWERS AND DUTIES OF THE JOINT POWERS BOARD

1. The Joint Powers Board may employ technical, legal, administrative and clerical assistance as necessary, and engage the services of research and consulting agencies within the limits of its authorized and available funds, as may be agreed upon from time to time.

2. The Joint Powers Board shall adopt such policies, by-laws, and regulations, not inconsistent with this Agreement or the Act, as it deems necessary to carry out the business of the Joint Powers Board.

3. The Joint Powers Board shall:

- a. Keep minutes of all meetings during which official action is taken, as well as financial records. Such minutes and records shall be public records.
- b. Fix the time and place of regular meetings; provided, that a regular meeting shall be held at least once each three (3) months.
- c. Cooperate with and solicit the advice, counsel and recommendations of the Governing Bodies of the Participating Agencies.
- d. Keep the Governing Bodies of the Participating Agencies advised as to its progress and supply the elected officials thereof with annual written reports concerning its activities and finances.

4. The Joint Powers Board may:

- a. Sue and be sued in the name in which the Joint Powers Board is designated.
- b. Acquire, hold, convey, lease, rent, and manage property, real and personal, for the benefit of the Participating Agencies, either alone or jointly with public or private agencies, institutions, persons, or corporations.
- c. Enter into agreements with any public or private agency, institution, person, or corporation for the performance of acts or furnishing of services or facilities by or for the Joint Powers Board or Participating Agencies.
- d. Employ legal counsel and bear the cost of litigation.
- e. Accept or reject any federal, state, or private gift, grant, bequest or devise of money, property or services.
- f. Utilize the services of any officer or employee of the Participating Agencies, with the approval of the Governing Bodies of the Participating Agencies.
- g. Insure against loss of property.
- h. Subject to the approval of the Governing Bodies of the Participating Agencies, employ such other persons as may be necessary to carry out the purposes of this Agreement.
- i. Additionally, the Joint Powers Board shall have all other powers and

duties enumerated in or reasonably implied from the Act and the statutes of the State of Wyoming.

SECTION FIVE PROJECT FINANCING

The Joint Powers Board may formulate any plan or plans for financing the Projects as it may deem appropriate. The Joint Powers Board may solicit and obtain funds from any of the following sources:

- a. the contribution of funds from one (1) or more of the Participating Agencies which would be available to each agency if proceeding individually;
- b. bond issues by one (1) or more of the Participating Agencies to construct, improve or acquire an interest in the Projects in the same manner as bonds may be issued by the agency for its individual construction, improvement or acquisition of such a facility;
- c. gifts, donations or grants of federal money;
- d. the issuance by the Joint Powers Board of its revenue bonds under the authority of the Act [§ 16-1-107(a)(iii)], to be repaid solely from the foregoing sources of funds or any revenue received by the Joint Powers Board from the ownership, lease or operation of property or interest in property owned, leased or controlled by the Joint Powers Board. The resolution authorizing the issuance of said revenue bonds and each revenue bond issued thereunder shall contain a recital that the bonds do not constitute a general obligation of the Joint Powers Board or of any of the Participating Agencies, but shall be payable solely from a special fund to contain the revenue to be derived from the ownership, operation, renting or leasing of the improvements contemplated with respect to the Projects (hereinafter individually referred to as “Leased Property” and collectively referred to as “Leased Properties”), and, further, that the lien of the pledge of the revenues constitutes a first lien, but not necessarily an exclusive first lien, on said revenues.

Each Participating Entity may individually determine if or how much it bonds. In the event and to the extent of their bonding, pursuant to a site lease to be jointly entered into between Sweetwater County, the Municipalities and the Sponsored Entities (hereinafter individually referred to as “Lessee” and collectively referred to as “Lessees”) and the Joint Powers Board (hereinafter referred to as “Lessor”), each Lessee will lease its rights, title and interest in and to the site and existing facilities upon which its respective Projects will be constructed (hereinafter individually referred to as “Site and Existing Facilities” and collectively referred to as “Sites and Existing Facilities”) to the Lessor, and for the purpose of planning, financing and constructing the Projects, on terms beneficial to the Lessees and for the benefit of the Participating Entities and their residents, the Lessor will lease to each Lessee its respective Sites and Existing Facilities and Leased Property, on a year-to-year basis subject to annual appropriation by the Governing Body of each of the Lessees. For purposes of the purchase of titled personal property, if any, with respect to any of the Projects, the Joint Powers Board will purchase the titled personal property and lease it directly to the respective Lessee, with title being in the name of the respective Lessee and the Joint Powers Board having a lien thereon. All lease payments to be paid by a Lessee with respect to its respective Leased Property shall be funded through legally available revenues,

including, but not limited to, the proceeds of a 1% specific purpose sales and use excise tax imposed by Sweetwater County upon goods and services subject to such taxes.

**SECTION SIX
NET EARNINGS OF JOINT POWERS BOARD**

No part of the net earnings of the Joint Powers Board shall be distributed to, or inure to the benefit of, any member, officer, agent or employee of the Joint Powers Board, or to any private individual, except that reasonable compensation may be paid for services duly rendered by individuals other than officers or members of the Joint Powers Board and reimbursements may be made for expenses duly incurred, to or for the Joint Powers Board affecting one or more of its authorized purposes.

**SECTION SEVEN
OWNERSHIP OF THE SITES AND
EXISTING FACILITIES AND LEASED PROPERTIES**

Ownership of the Sites and Existing Facilities and Leased Properties, and all property, whether real or personal, tangible or intangible, including all contract rights in connection therewith, and any improvements to be made thereto will be held by the respective Lessees (as defined in SECTION FIVE hereof) and the Joint Powers Board as provided in SECTION FIVE above and will not be further set over or alienated in any manner while the bonds or any other obligations of the Joint Powers Board issued in connection therewith are outstanding except as security for the payment of the principal of, premium (if any), and interest on such revenue bonds.

**SECTION EIGHT
CONSTRUCTION, OPERATION, MAINTENANCE AND BUDGET
FOR THE SITES AND EXISTING FACILITIES
AND LEASED PROPERTY**

Each Lessee (as defined in SECTION FIVE hereof) shall be solely responsible for: (a) the planning, financing and construction of its respective Projects; (b) the complete and full operation and maintenance of its respective Sites and Existing Facilities and the Leased Property, including, but not limited to the payment of all, if any, salaries, required taxes, payments in lieu of taxes, assessments, insurance premiums and utilities; and (c) the establishing and maintaining of a budget for its respective Sites and Existing Facilities and Leased Property during the initial term of any lease or any year-to-year renewal thereof.

**SECTION NINE
TERMINATION, DISSOLUTION AND DISTRIBUTION**

The Joint Powers Board shall continue in existence until terminated as provided above; provided, however, that the Joint Powers Board and this Agreement shall not be terminated, and shall continue in existence until all outstanding obligations of the Joint Powers Board, including all bond requirements of its revenue bonds shall have been fully paid and satisfied or provision for such payment shall have been made.

Further, after satisfaction of all debts and obligations and upon termination and dissolution, the Joint Powers Board shall distribute, set over, transfer, convey or assign any facilities, improvements or other property owned or leased by the Joint Powers Board to the respective Lessees (as defined in SECTION FIVE hereof).

SECTION TEN RESTRICTIONS

It is clearly understood that this Agreement expressly limits the Joint Powers Board to plan, finance and construct the Projects.

SECTION ELEVEN SEVERABILITY

The terms, provisions and conditions of this Agreement are severable. If any term or provision of this Agreement or its application to any person or circumstance is determined by a court of proper jurisdiction to be invalid, such invalidity shall be limited to such person, circumstance, term or provision and shall not affect other persons, circumstances, terms or provisions which can be given effect without the invalid provision or application.

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